



Reed Smith LLP
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005-3373
+1 202 414 9200
Fax +1 202 414 9299
reedsmith.com

Douglas W. Everette
Direct Phone: +1 202 414 9348
Email: deverette@reedsmith.com

February 24, 2015

Mindel De La Torre
Chief, International Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

**Re: Request for Review of Service Agreement, IB Docket No. 10-95;
IDT Telecom, Inc., International Telecommunications Certificate ITC-214-
20100804-00318**

Dear Ms. De La Torre:

On behalf of IDT Domestic Telecom, Inc., attached hereto for inclusion into the public record is an unredacted version of Annex A of the Service Agreement to replace the redacted version of Annex A that was previously filed on February 19, 2015 in the above-captioned dockets. This supplement is being submitted at the request of the staff of the Federal Communications Commission and to ensure compliance with the nondiscrimination prong of the Commission's April 8, 2011 *TeleCuba Waiver Order*,¹ as revised by the Commission's *International Settlements Policy Reform Order*.²

Sincerely,

Douglas W. Everette
Counsel for IDT Domestic Telecom, Inc.

Enclosure

cc: David Krech, Associate Chief
Policy Division, International Bureau

¹ *ICConnect Wholesale, Inc., d/b/a/ TeleCuba, Petition for Waiver of the International Settlements Policy and Benchmark Rate for Facilities-Based Telecommunications Services with Cuba*, IB Docket No. 10-95, IBFS File No. ISP-WAV-20100412-00007, Memorandum Opinion and Order, 26 FCC Rcd 5217 (2011) ("*TeleCuba Waiver Order*").

² *International Settlements Policy Reform*, IB Docket Nos. 11-80, 05-254, 09-10, RM 11322, Report and Order, 27 FCC Rcd 15521 (rel. Nov. 29, 2012) (eliminating the International Settlements Policy and applying a modified version to Cuba) ("*International Settlements Policy Reform Order*").

ANNEX A

AGREEMENT FOR THE OPERATION OF INTERNATIONAL TELECOMMUNICATIONS
INTERNATIONAL TELEPHONE SERVICE

The services to be rendered to customers will be the following:

1. Services:

Automatic: International Direct Dialing (IDD)

2. Period of Services:

The Parties will use commercially reasonable efforts to provide these services on a twenty four (24) hours a day, seven (7) days a week basis.

3. Rates relating to incoming traffic to Cuba and outgoing traffic from Cuba

3.1

The incoming traffic to Cuba will be rated at USD 0.60 per minute and calls are billed in one (1) second increments with minimum call duration of one (1) second.

The outgoing traffic from Cuba to the United States (except for Alaska and Hawaii and Toll Free services, which will be agreed to in a separate writing between the Parties) will be rated at USD 0.15 per minute. Calls are billed in one (1) second increments with minimum call duration of one (1) seconds.

3.2

3.2.1 The Parties agree and acknowledge that the rate for the incoming traffic towards Cuba (0.60 USD per minute) that applies during three years from the Effective Date of this Agreement represents a significant reduction with respect to 0.84 USD per minute and will remain in effect at least for three (3) years starting from the Effective Date of this Agreement. The rates for the outgoing traffic from Cuba to the United States will remain in effect at least for three (3) years starting from the Effective Date of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, each Party, in its discretion, may terminate this Agreement upon thirty (30) calendar days written notice in the event of any action of a governmental authority that prevents IDT from paying said rate for incoming traffic toward Cuba or charging said rate for outgoing traffic from Cuba for three (3) years from the Effective Date.

Handwritten signature/initials

REC'D	
LEGAL DEPT.	
Date	Initials
2/13/15	POS

3.2.2. The Parties have no obligation to continue the Services beyond the expiration of three years from the Effective Date of this Agreement. In the event that the Parties mutually wish to continue the Services beyond said date, they will, no later than thirty (30) calendar days prior to the expiration of three years from the Effective Date of this Agreement, and periodically thereafter, review the applicable rates with the goal of reaching a commercially negotiated reduction in such rates, taking into consideration the increase of the volume of traffic and its trends, any improvement in the efficiency and quality of the Services, the benefit received by final customers (perception rate) from the Effective Date of this Agreement, as well as the general behavior of the costs, and may sign, as they deem appropriate, relevant Addendums setting such reduced rates. Notwithstanding any other provision of this Agreement to the contrary, the sole and exclusive right and remedy with respect to any breach of this Clause 3.2.2 is for the Party claiming a breach to terminate this Agreement upon thirty (30) calendar days written notice, or not renew or extend the Agreement upon its expiration.

Given in four originals, two originals in English language and two originals in Spanish language, all with the same legal force on this 19th day of FEBRUARY, 2011 # 5

For ETECSA




[Signature]

Eng. Vivian Iglesias Barroso
Main Director

For IDT



Marcelo Fischer
Chief Financial Officer



Bill Pereira, CEO

REVIEWED	
LEGAL DEPT.	
Date	Initial
2/19/11	[Signature]

Copy to [unclear]