

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

(S)

SECTION 6 - DIGITAL TERMINATION SYSTEM SERVICE (DTS)

(S)

6.1 General

6.1.1 Digital Termination System (DTS) is the service that provides the necessary facilities, including channels and station equipment of the type, which may be required to enable the customer and authorized users to transmit data information at moderate speed from one point to several points simultaneously, using Radio frequencies (microwave).

6.1.2 This service consists of two (2) main elements:

(A) Nodal Station. A local station shared by several customers simultaneously using the derivation technique known as Time Division Multiple Access (TDMA) on which each customer has access to his nodal station on assigned time intervals.

(B) Customer's Station. An associated station, on customer's premises.

6.1.3 This service will be furnished subject to the availability of facilities and the requirement of channels and station equipment.

6.1.4 The DTS service is provided twenty four (24) hours daily.

6.1.5 Service is offered at an information transmission speed of 9.6 Kbps or 56 Kbps.

6.1.6 The Company will furnish the Nodal Station equipment, which is a microwave digital distribution system. It consists of a four (4) feet in diameter antenna covering approximately 90°, a transceiver (which could be installed either on a closed area within a building or on an open space) and the digital multiplexing equipment (which should be placed in a protected closed-in area within a building).

6.1.7 The Company will also furnish the Customer's Station equipment, consisting of two (2) feet in diameter parabolic antenna, a transceiver and the associated multiplexing equipment. The transceiver equipment and the antenna will be installed by the Company at the customer's premises. The multiplexing equipment should be placed in a protected closed-in area within the customer's premises.

(S)

6.1.8 The DTS provides for the following:

(A) Wider bandwidth

(B) Good quality digital transmission

(C) Reliability and security of transmitted data

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

(S)

SECTION 6 - DIGITAL TERMINATION SYSTEM SERVICE (DTS) (Cont.)

6.1 General (Cont.)

6.1.9 Each Nodal Station equipment could consist of one or more service areas, known as Sectors, with a maximum of four (4) Sectors, covering a 90° area each. A Nodal Station consisting of four (4) Sectors covers a 360° area and a distance range of two (2) to ten (10) miles.

6.1.10 Any customer using this service can be connected to the public telecommunications network and can transmit information to any point in the DTS service network throughout the island.

6.2 Regulations

6.2.1 The DTS service is furnished subject to the availability of facilities.

6.2.2 The Company will furnish all channel apparatus required for the provision of DTS service in the Nodal Station. Customer-owned terminal equipment may be used with the facilities furnished by the Company for DTS service if compatible with the Nodal Station equipment and operation on a transmission speed within the required range for the type of channel provided. The Customer-Terminal equipment is offered by the Company on sale, rent or lease arrangement. Customer-terminal equipment consists of an antenna, radio equipment and multiplexing equipment associated with a Nodal Station and installed in the customer's premises.

6.2.3 The rates and charges specified herein for the DTS service are for service provided between two points.

6.2.4 The customer, with previous notification to the Company, may obtain other transmission speeds in addition to those provided by the Company by using adequate equipment as required by the Federal Communications Commission (FCC).

(S)

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

SECTION 6 - DIGITAL TERMINATION SYSTEM SERVICE (DTS) (Cont.)

(S)

6.2 Regulations (Cont.)

- 6.2.5 The magnitude and the type of voltage and currents utilized for the DTS channels of the customer-owned equipment and wiring and the operation and maintenance of such equipment and wiring shall be such as not to interfere with any of the services offered by the Company. The characteristics of the customer-owned apparatus shall be such that its connection to the DTS Channels does not interfere with service over other Company lines or channels or impair privacy of communication over such lines or channels. If, in the judgement of the Company, additional protective equipment is required to prevent such interference or impairment, such equipment shall be provided by the customer, or by the Company at the applicable rates and charges. Customer-owned equipment and the power supply to which it is connected shall be of such character and so located as to avoid injury to the public or Company employees, or damage to Company plant. The Company may, upon notice to the customer, make tests and inspections as may be necessary to determine that the above requirements are being complied with in the installation, operation and maintenance of customer-owned equipment. The Company may interrupt the channel's service at any time if, in its judgement, such action becomes necessary in order to protect the public, the Company's employees or its plant and services.
- 6.2.6 The Company may test and adjust the DTS Channel as often as necessary at any time during regular business hours agreed upon with the customer. No allowance for interruption of service is made for the time required to make such tests and adjustments. The customer shall provide his own means for ascertaining any inoperative condition of the DTS Channel when prompt detection of such condition is required for the customer's use.
- 6.2.7 The customer indemnifies and saves the company harmless against claims for libel, slander or infringement of copyright arising from, or in connection with, the material or subject matter transmitted over the DTS Channels; against claims for the infringement of patents arising from combining, or connecting, Company apparatus and systems of the customer, and against all other claims arising out of any act or omission of the customer in connection with the DTS Channel provided by the Company.
- 6.2.8 The customer assumes all risk of errors, delays or accidents occurring in the operation of DTS Channels, and also for any interruptions due to failure of power supply.
- 6.2.9 In the absence of gross negligence or willful misconduct, no liability shall be attached to the Company for damages arising from the furnishing of DTS Channel. If service is interrupted for a continuous period of more than 48 hours, a pro rata allowance at the tariff rate for the DTS Channel shall be made for the time of such interruption after notice and demand to the Company, provided such interruption is not caused by negligence or willful act of the customer or by failure of power supply or by testing and adjusting.

R-1

(S)

Issued: January 9, 2001

Effective: January 9, 2001

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

SECTION 5 - DIGITAL TERMINATION SYSTEM SERVICE (Cont.)

6.2 Regulations (Cont.)

6.2.10 If service interruption is caused by damage of customer-provided terminal equipment, the customer will reimburse the Company for any costs incurred in the restoration of service.

6.2.11 The Company may terminate DTS Channels service, without notice, for any of the following reasons:

- (A) Upon objection to its continuance made by a governmental authority.
- (B) If, in the judgement of the Company, any use of the facilities by the customer tends to injuriously affect the efficiency of the Company's plant, property or service.

6.3 Minimum Service Period

6.3.1 The minimum service period for DTS Service is one (1) month.

6.3.2 If the request for DTS Service is cancelled for any reason imputable to the customer, the customer will reimburse the Company in accordance with General Provisions, Section 3, of the Tariff Book. (S)

6.3.3 At its option, the Company may require from the customer that all installation charges be paid in advance.

6.4 Nodal Location (2 to 10 Mile Range)

6.4.1 Guaynabo (San Patricio) (S)

6.4.2 Canovanas

6.4.3 Aguas Buenas (La Mesa)

6.4.4 Ponce

6.4.5 Mayaguez (Darlington)

6.4.6 Aguadilla (Ramey)

ADDITIONAL SERVICES TARIFF SCHEDULE (Cont.)

(S)

SECTION 6 - DIGITAL TERMINATION SYSTEM SERVICE (DTS) (Cont.)

6.5 Rates and Charges

6.5.1 DTS Channels

- (A) The charges for DTS Service facilities apply to that portion of such facilities included between the Nodal Station and the customer premises equipment. The charges for the use of the public telecommunication network are in addition to all charges applicable and do not constitute part of the DTS Service. Such charges will be determined in accordance with the rates established in this Tariff.
- (B) The rates and charges herein specified are for point to point service.

	Monthly Rent	NRC
DTS Service, 9.6 kbps	\$ 81.30	\$ 156.00
DTS Service, 56 kbps	119.40	237.00
Channel Termination	See Section 7 Tariff No. 5 NECA	
Air Mileage	See Section 7 Tariff No. 5 NECA	

The minimum service period for the customer terminal equipment is three (3) years.

(S)