

**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.1 Contract Tariffs

31.1.1 This section contains terms, conditions, rates and charges for contract tariffs provided by the Company. Individual contract tariffs are contained in the following subsections of this section 31.

31.2 Contract Tariff Option 1

31.2.1 Services

A. An AGREEMENT under this Contract Tariff is made and entered into by and among PUERTO RICO TELEPHONE COMPANY, INC. (PRTC or Company) for itself and on behalf on any of its affiliates providing services and CUSTOMER, on behalf of itself and the Affiliates and/or Subsidiaries, which can be modified to include additional Affiliates/Subsidiaries when any are acquired, hereto "CUSTOMER". CUSTOMER hereby requests and agrees to purchase the services identified in this Contract Tariff, and as further described in any other applicable tariffs, subject to PRTC's receipt of any necessary regulatory and other governmental approvals, if applicable.

The following services (the "Services") are provided under this Contract Tariff. Rates and charges for these Services are set forth in the applicable tariff as it exists at the start of an Agreement, as set forth in Exhibit B.

- |                                  |                         |
|----------------------------------|-------------------------|
| Wireline Access Lines Business   | PBX Trunks              |
| Digital Channels                 | Frame Relay             |
| Ethernet                         | ATM                     |
| DS3                              |                         |
| ISDN – PRI and BRI Back-Up Lines | VOIP Trunk Lines        |
| MPLS - VPN                       | Legacy Private Circuits |
| Voice Bundle Traffic             |                         |

(N)

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**31.2.4 Minimum Annual Revenue Commitment**

- A. The Minimum Annual Revenue Commitment (“MARC”) for the Services provided under this Agreement is as follows:

<b>Term</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
MARC	\$5,300,000.00	\$5,150,000.00	\$5,000,000.00

- B. The MARC shall be measured based on CUSTOMER’s gross expenditures for all Services purchased from the Company, which includes the Services listed in Section 31.2.1 above and other wireline services subject to any separate agreement between the Company and the CUSTOMER. The applicable Expenditures for non-recurring charges, Directory Assistance, Directory Listings, Toll Assistance, 911 surcharges, Subscriber Line Charges, Federal and Local Universal Service pass-through charges, and other similar charges do not count toward satisfying the MARC,
- C. If, on any anniversary of the CUSTOMER’s Initial Service Date the CUSTOMER has failed to satisfy the MARC for the preceding year, the CUSTOMER will be billed a shortfall in an amount equal to the difference between the MARC and the total gross expenditures incurred and paid for that year, excluding those expenditures listed in 31.2.4 (B) that do not count toward satisfying the MARC. The CUSTOMER, however, may elect by providing a 30 days prior written notice to carry forward up to, but not to exceed, 5% of the MARC from the first year to the second year or from the second year to the third year, which will be added to the MARC for the subsequent year. If the CUSTOMER fails to satisfy the third year MARC and any carryover by the end of the three (3) year Contract Term, then the CUSTOMER will be billed an amount equal to the difference between the third year MARC plus any carryover from the second year and the total gross Expenditures incurred and paid for the third year, excluding those items listed in 31.2.4 (B) that do not count toward satisfying the MARC.
- D. Revision of MARC – At the end of each year, the MARC will be adjusted at the end of the then current year, if any of the following situations applies:
- (i) If any Affiliate of CUSTOMER is sold or transferred to a third party, which produces a reduction of 2% or more of the revenues counted towards the MARC, then the MARC will be reduced by the same percentage.
  - (ii) Services have been migrated, as described in Section 31.2.8 C
- E. Notwithstanding 31.2.4.D, in the event that an adjustment to the MARC exceeds 40%, then the applicable tariff rates would be those paid by the CUSTOMER immediately prior to the execution of this Agreement, effectively eliminating all discounts related to this contract tariff. Such adjustment in the tariff and Contract Term, and termination of the obligation to comply with the MARC and Qualifying Conditions will become effective on the first day of the next full billing month following the date of the event that causes the reduction.

(N)

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

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31.2.5 Qualifying Conditions (Cont.)

- G. The Qualifying Conditions will be adjusted at the end of the monthly billing cycle if the following situations occur in the previous billing cycle:
  - a. If any Affiliate of CUSTOMER is sold or transferred to a third party, which produces a reduction of 2% or more of any Qualifying Conditions, then such Qualifying Condition will be reduced by the same percentage.
  - b. As set forth in section 31.2.8.(C).
- H Notwithstanding 31.2.5.G. in the event of an adjustment to the Qualifying Conditions in excess of 40%, then the applicable tariff rates would be those paid by the CUSTOMER immediately prior to the execution of this Agreement, effectively eliminating all discounts related to this contract tariff. Such adjustment in the tariff and Contract Term, and termination of the obligation to comply with the MARC and Qualifying Conditions will become effective on the first day of the next full billing month following the date of the event that causes the reduction.

31.2.6 Discount

- A. The discounts, which are applied to the Company's applicable tariff for these Services, are the only discounts for the Services provided under this Agreement.
- B. Subject to Exhibit B, the existing tariff, rates and discounts provided, at the time of contract signature, will be fixed for the Term of the Agreement as set forth in Exhibit B.
- C. Service discounts follow:

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**SECTION 31 - CONTRACT TARIFFS**

31.2.6 Discount (Cont.)

Service	Discount
Voice Access Service:	
Voice Bundled Traffic – PR	47.5% - Intra-island and Local PR
Voice Bundled Traffic – Domestic US	65 % - USA calls
BMS, BML PBX Trunks, Digital Channels	23.80%
\$22.25	23.80%
\$25.30	33.04%
\$27.25	37.79%
800 Service:	
Toll service Rent	30.23%
Usage USA and Local	47.50%
ISDN PRI	58.50%
Data Service:	
MPLS Ethernet: 10MB, 100MB, 1GB	
MPLS – VPN portion: DS-1 and above	24.0%, 26.65%, 30.39%
MPLS – VPN portion:	
DS-1	60%
MPLS – VPN portion: Fractional	25%
Legacy Pt-Pt Circuits	15%
SIP Trunks	21.50%

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 - CONTRACT TARIFFS**

31.2.7 Termination

- A. CUSTOMER may cancel this Agreement upon thirty (30) days prior written notice, provided that if CUSTOMER cancels this Agreement prior to the expiration of the Contract Tariff Term other than for cause, CUSTOMER shall pay a termination charge equal to 30% of the sum of the remaining MARCs, pro-rated for any partial year.
- B. If a new agreement is not reached with PRTC by the time of the expiration date, and the CUSTOMER has not submitted a written notice for discontinuation of Services thirty (30) days prior to such date, Services will auto-renew on a month to month basis at the prevailing rates, 1/12 of the MARC and the full Qualifying Conditions and existing discounts, during good faith negotiations, until a new agreement is reached or CUSTOMER provides the aforementioned written notice for discontinuation of Services.
- C. Notwithstanding the foregoing, during the term of the Agreement, no termination charge will apply if CUSTOMER replaces this Agreement with a new reasonably comparable Service agreement with the Company.
- D. Failure of any Critical Condition in three (3) consecutive months, at CUSTOMER's option, this Agreement may be cancelled without penalty. Critical Conditions are defined as:
  - (i) An event that results in an individual CUSTOMER site access down for 72 consecutive hours.
  - (ii) Any event that results in more than fifty percent (50%) of CUSTOMER Locations to be down or without VoIP Service.
  - (iii) Any Network metric (Network Availability, Network Transit Delay, Data Delivery Rate, Packet Loss) not complying with the corresponding Service Level Commitment for 3 consecutive months, or for 6 of the last 12 months.

31.2.8 Other Terms of Service

- A. The parties acknowledge that the discounts and other terms of this Agreement are premised on CUSTOMER's commitments, unique network design requirements, and CUSTOMER's service mix, usage patterns and concentration, and other characteristics.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 - CONTRACT TARIFFS**

31.2.8 Other Terms of Service (Cont.)

- B. Additional charges may be required if suitable CUSTOMER facilities are not available to provide Services at any additional locations, or any additional work, services, or quantities of services are provided. In the event installation of additional network facilities is required to provide Services, PRTC will inform CUSTOMER of such applicable charges, and PRTC will install such facilities only upon mutual written agreement of the parties to such additional charges. If CUSTOMER does not agree to pay additional charges, such services will not be provided.
  
- C. Technology Upgrade:
  - a. If, in the event new technology services become available by PRT during the Contract Term of this Agreement, the CUSTOMER may migrate to the new PRTC's services without penalty. If the CUSTOMER fails to meet the agreed MARC, during year one of this Agreement, due to migration to a new technology service offered by PRTC, then the Qualifying Conditions and MARC will be reduced by the same percentage as the percent impact of the new technology services.
  
  - b. If CUSTOMER substitutes 2% or more of their present wireline access lines and VOIP Trunk Lines with existing PRT technology, then PRTC will reduce the Qualifying Conditions and the MARC by the same percentage as the percentage impact of the lines substituted.
  
  - (iii) If minutes of consumption is reduced by (i) technology upgrade or internal business control (calling restriction or so) in excess of 2%, both Qualifying Condition and MARC will be reduced by the same quantity percentage.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.3 Contract Tariff Option 2 (Cont.)

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31.3.2 Minimum Monthly Revenue and Usage Commitment and Qualifying Conditions (Cont.)

- C. Customer shall pay the non-disputed portion of all invoices within thirty (30) days of receipt of invoice but not to exceed 45 days from date of invoice, subject to the electronic invoice being delivered to Customer within fifteen (15) days of the invoice date. The Customer will promptly notify PRT of any billing dispute but will still be responsible to pay for the undisputed billed services within the aforementioned timeframe. Any invoice not paid by the required date shall bear a 1.5% late charge fee per month or the highest interest rate allowed by law, whichever is lower
  
- D. If the Customer fails to meet any of the MRUC or Qualifying Conditions for three consecutive months except for 31.3.4(A), then the pricing contained in 31.3.3 will be eliminated, effective the first billing month following the three consecutive month period that the Qualifying Conditions are not met and the then applicable tariff rates would be the actual applicable tariff. Thereafter, upon the compliance by the Customer of the Qualifying Conditions, the rates in section 31.3.3 will be reinstated effective the first full billing month following such compliance. According to 31.3.4(A), if the Customer does not achieve the monthly minimum voice service usage, PRT will bill the Customer the difference between the minimum and the actual consumption at a rate of \$0.025 per intrastate and local minute of use and \$0.04 per interstate minute of use.
  
- E. This contract tariff is only available to instrumentalities, agencies and public corporations of the Commonwealth and Local/Municipal governments of Puerto Rico.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.3 Contract Tariff Option 2 (Cont.)

31.3.3 Services and Charges

- A. The following services (the "Services") are provided under this Contract Tariff. Rates and charges for these Services are also set forth below. Line Rates shown below include the \$2.25 Extended Area Charge. Miscellaneous and additional features are not be included in the rates shown and will be subject to the terms, conditions and rates found in the applicable tariff. Additional services may be purchased from PRTC's existing tariffs under the terms, conditions and rates found in the applicable tariff.

<b>Monthly Recurring Services</b>	<b>Monthly Recurring Charge</b>	<b>Non-recurring Charges (NRC) and/or Installation Charges</b>
Access Line (BMS, BML, Analog Trunk)	\$15.60	\$65.00
Access and Basic Group of Features: PRI	\$224.84	\$305.00
T1 for Voice Services	\$315.74	\$299.00
DID Block of Numbers:		
10	\$8.99	N/A
20	\$17.40	N/A
40	\$34.80	N/A

(R,A)

(R)

<b>Usage Services</b>	<b>Per Minute Charges</b>	<b>Non-recurring Charges (NRC) and/or Installation Charges</b>
Local And Intra-Island Long Distance Calls	\$0.0125 per MOU	N/A
Interstate Long Distance Calls	\$0.03 per MOU	N/A
Calls within or between agency numbers	\$0.0125 per MOU	N/A
Calls to 411	\$1.25 per call	N/A

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

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31.3 Contract Tariff Option 2 (Cont.)

31.3.3 Services and Charges (Cont.)

- B. As part of the Agreement the Customer is subject to additional charges and surcharges required under this or other PRTC tariffs including 911 surcharges, Federal Subscriber Line (End User Common Line) Charges, Federal and Local Universal Service pass-through charges, and other similar charges.

31.3.4 Termination

- A. Customer may cancel this Agreement upon thirty (30) days prior written notice for all Qualifying Agencies using this Agreement without penalty provided that the Customer submits to the Company an OFFICIAL FUNDS AVAILABILITY CERTIFICATION stating that no funds are budgeted or available for the purchase of services contemplated in this Agreement. If the Customer cancels this Agreement prior to the expiration of the Contract Tariff Term without the corresponding certification of the loss or absence of budgeted funding, the Customer shall pay a termination charge equal to 30% of the sum of the remaining MRUCs, pro-rated for any partial year.

31.3.5 Other Terms of Service

- A. The parties acknowledge that the discounts and other terms of this Agreement are premised on CUSTOMER's commitments, unique network design requirements, and CUSTOMER's service mix, usage patterns and concentration, and other characteristics.
- B. Additional charges may be required if suitable CUSTOMER facilities are not available to provide Services at any additional locations, or any additional work, services, or quantities of services are provided. In the event installation of additional network facilities is required to provide Services, PRTC will inform CUSTOMER of such applicable charges, and PRTC will install such facilities only upon mutual written agreement of the parties to such additional charges. If CUSTOMER does not agree to pay additional charges, such services will not be provided.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.4 Contract Tariff Option 3

31.4.1 General

- A. This section applies to all telecommunications services provided to the Department of Education of Puerto Rico with the objective to comply with the regulations established by the Universal Service Administrative Company and the E-Rate program that provides discounts to the Schools and Libraries program for nonprofit entities.
- B. The Department of Education is a government agency serving public schools in Puerto Rico and eligible to receive discounted rates paid with funding obtained from the Universal Service fund.

31.4.2 Services and Agreements

- A. The service agreements provided in this section are unique service agreements made between the PUERTO RICO TELEPHONE COMPANY, INC. and the Department of Education of Puerto Rico and its branches.
- B. Rates and charges for the services listed in Section 31.4.5 are developed on an individual basis, only and exclusively for the Department of Education.
- C. The services and applicable rates described in this Contract Tariff are subject to receipt of necessary regulatory and governmental approvals, if applicable.

31.4.3 Qualifying Conditions

- A. The income and active lines qualifying conditions for rates established in section 31.4.5 are:
  - 1. Monthly Income Compliance: This must be proportional to the selected combined voice and data services.
  - 2. Active Service Compliance: A combination of 90% voice services and a minimum of 10% in data services are required.
  - 3. Contract Compliance: Contract term from August 16, 2019 to June 30, 2023, pending an additional one-year renewal.

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**SECTION 31 – CONTRACT TARIFFS**

31.4 Contract Tariff Option 3 (Cont.)

31.4.4 Terms and Conditions

- A. The agreements with its terms and conditions are based on the contract with an effective date of August 16, 2019 to June 30, 2023. The Department of Education has the option to renew this contract with an extension of one (1) year.
- B. The Department of Education shall pay the non-disputed portion of all invoices within thirty (30) days of receipt of invoice but not to exceed 45 days from date of invoice, subject to the electronic invoice being delivered to Customer within fifteen (15) days of the invoice date.
- C. The regulatory charges are included in this tariff.
- D. The Department of Education will promptly notify Claro/PRT of any billing dispute but will still be responsible to pay for the undisputed billed services within the aforementioned timeframe.
- E. The following types of calls will be billed according to their rates: operator handled calls, inmate public telephones, directory assistance (411) and infovoz. For operator assisted calls the rate per minute in Section G-1, 20.7.1 Option A will apply. In addition, operator assisted calls are subject to a surcharge according to Section G-1, 20.12 of this Tariff Book. Directory assisted calls will be charged according to Section E-14 of this Tariff Book. For the other services corresponding charges will apply.
- F. For the Department of Education facilities that choose to subscribe to this service, the activation and service provision up to the demarcation point charge does not apply for existing lines. Activation and service provision up to the demarcation point charge prescribed in Section E-10 of this Tariff Book would apply to new (additional) line (s) to be included in the Bundle.
- G. Rates and charges applicable to this service are included in Section 31.4.5.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.4 Contract Tariff Option 3 (Cont.)

31.4.5 Rates and Charges

Products and Services	Price per Unit MRC	Non Recurring Charge (NRC)
<b>VOICE</b>		
<b>Fixed Lines</b>		
Business Main Station (BMS)	\$9.25	\$60.00
Business Main Line (BML)	\$9.25	\$60.00
Telecommunications Device for the Deaf (TTY) – Analog Lines	\$9.25	\$60.00
Plain old Telephone Service (POTS)	\$9.25	\$60.00
Fax Lines	\$9.25	\$60.00
DID 10 Numbers Block	\$8.99	\$0.00
DID 20 Numbers Block	\$17.40	\$0.00
DID 40 Numbers Block	\$34.80	\$0.00
ISDN PRI Government OPEI	\$269.00	\$593.00
Call Waiting, Caller ID and Call Restriction	\$0.00	\$0.00
Call Transfer, Return Call	\$0.00	\$0.00
Three Way Conference Call	\$0.00	\$0.00
Search Group Features for BMS	\$10.00	\$0.00
Search Group Features for BML	\$10.00	\$0.00
Interior Wiring Maintenance	\$5.00	\$0.00
<b>Local Use</b>		
Local Traffic according to OPEI Tariff	\$0.0125	\$0.00
<b>Long Distance Use</b>		
Long Distance Intrastate	\$0.0125 minute of use	\$0.00
Long Distance Interstate (US)	\$0.03 minute of use	\$0.00
800 Local	\$15.00	\$0.00
Minutes of Use Cost 800 Service	\$0.04 minute of use	\$0.00
Remote Access PRI 800 Service	\$600.00	\$0.00
Remote Access DID 800 Service	\$52.20	\$0.00
Remote Access 801 Service	\$21.50	\$0.00

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**SECTION 31 – CONTRACT TARIFFS**

31.4 Contract Tariff Option 3 (Cont.)

31.4.5 Rates and Charges

<b>Products and Services</b>	<b>Price per Unit MRC</b>	<b>Non Recurring Charge (NRC)</b>
<b>IP SOLUTIONS</b>		
Trunks SIP main line	\$5.00	\$5.00
Trunks SIP additional line	\$5.00	\$5.00
<b>WAN &amp; INTERNET</b>		
1.544 MBPS	\$213.00	
DSL	\$59.95	
3 MBPS	\$179.00	
5 MBPS	\$142.00	
10 MBPS	\$278.00	
30 MBPS	\$429.00	
50 MBPS	\$529.00	
100 MBPS	\$675.00	
150 MBPS	\$875.00	
200 MBPS	\$878.00	
750 MBPS	\$950.00	
1 GBPS	\$1,120.00	
2 GBPS	\$1,760.00	
10 GBPS	\$5,460.00	
20 GBPS	\$7,000.00	
30 GBPS	\$12,675.00	
50 GBPS	\$15,700.00	
60 GBPS	\$20,280.00	
100 GBPS	\$29,575.00	
1 Giga INTERNET	\$2,018.00	
5 GIGA INTERNET	\$2,980.00	
10 Giga INTERNET	\$5,980.00	

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**SECTION 31 – CONTRACT TARIFFS**

31.4 Contract Tariff Option 3 (Cont.)

31.4.5 Rates and Charges (Cont.)

1. For Business Main Station (BMS), Business Main Line (BML), TTY, Plain old Telephone Service (POTS) and Fax Line minutes will be charged at \$0.0125 from the first minute. (N)  
| (N)
2. For Lines specified above, Interstate calls will be charged at \$0.03 per minute. (C)
3. The monthly rent for the PRI service will be \$ 249.00. This PRI is in Bundle that includes the pilot and the channel termination. (N)  
|
4. The monthly recurring charge for PRI service will be \$249.00. This rate does not include numbers blocks. |
5. The cost per minute on Sip Trunk lines is \$ 0.0125 from the first minute (N)  
|
6. The monthly recurring charge for local 800 service will be \$15.00 in accordance with the following table:

From	To	Day	Evening	Night / Weekends
0	1,500	\$0.15	\$0.0125	\$0.11
1,501	30,000	\$0.11	\$0.10	\$0.09
30,001	9,999,999.99	\$0.10	\$0.10	\$0.09

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**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4

31.5.1 General Terms

- A. This Contract Tariff offers certain wholesale services to any CUSTOMER that qualifies based on the requirements, terms and conditions set forth herein.
- B. The CUSTOMER is defined as a telecommunications carrier within Puerto Rico and authorized by the Telecommunications Regulatory Board of Puerto Rico to offer telecommunications services in Puerto Rico and who qualifies as a reseller of telecommunications services under the laws and regulations in place. These carriers in turn can only offer the services offered in this Contract Tariff to other agencies, instrumentalities, organisms, offices, political subdivisions and/or public corporations (including its subsidiaries) of the Government of Puerto Rico, Judicial Branch, Legislature and/or any of the 78 municipalities (hereinafter "Users").
- C. This tariff is available only to CUSTOMER's who meet the qualification requirements specified in Section 31.5.3.
- D. The CUSTOMER requesting the services offered in this Contract Tariff is subject to receipt of regulatory approvals and other approvals necessary during the regular course of business.
- E. The CUSTOMER who subscribes to this Contract Tariff understands and agrees that he or she cannot subscribe to the services offered here in combination with other offers for the same service or in combination with other discounts for resale of telecommunications services with Users used to qualify for this Tariff. When subscribing to this Contract Tariff the CUSTOMER agrees to renounce Users used for qualification for other offers or volume discounts that he or she may possess with PRTC at the time of subscription to this Contract Tariff.
- F. The Company and the CUSTOMER acknowledge that the discounts and other terms of this Contract Tariff are based on CUSTOMER commitments, unique network design requirements and the combination of CUSTOMER services, usage patterns and concentration and other features.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.1 General Terms (Cont.)

- G. The term of service commencement date of this Contract Tariff is the date agreed by the Company and the CUSTOMER after the Company receives a service request that meets the requirements of this Contract Tariff (hereinafter "Start Date "). The charges and discounts specified in this Contract Tariff shall apply starting at the Start Date.
  
- H. The minimum period of services offered in this Contract Tariff is twelve (12) months from the Start Date, with five (5) automatic renewals for a term equal to the first twelve (12) months. The first automatic renewal will be effective immediately at the end of the first twelve (12) month term unless users completely cancel their services to the CUSTOMER, in that case PRTC must receive a written notice from the CUSTOMER informing its intention to cancel the agreement ninety (90) days prior to the date of completion of the twelve (12) month term, whether it be the first year of the agreement or in subsequent terms contracted by automatic renewal (hereinafter "Termination Date"). A ninety (90) day cancellation notice is required to avoid auto renewal for a period of twelve (12) additional months. From the Termination Date the CUSTOMER will be billed based on the regular price provided in Section E and Section F of the Local Tariff for subscribed services.

31.5.2 Services and Charges

- A. The following are services (hereinafter "Services") offered for resale by the CUSTOMER in accordance with the requirements of this Contract Tariff. Miscellaneous charges, charges for optional services or taxes, fees or surcharges imposed in accordance with applicable laws are not included.

<b>Monthly Recurring Charge</b>	<b>Class</b>	<b>Line Amount</b>	<b>Monthly Rent</b>
Access Line (Business Main Line, Business Main Station and Analog Trunk)	R1	1,200	\$14.95
	R2	1,201-3,000	\$13.95
	R3	3,001	\$13.50

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.2 Services and Charges (Cont.)

<b>Class</b>	<b>Monthly Recurring Service</b>	<b>Monthly Recurring Charge</b>	<b>Non Recurring Charge (NRC) and or Installation Charge</b>	<b>Required Line Amount</b>
<b>R1</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR LINE BUNDLE R1	\$14.95	\$120.00	1,200
<b>R1</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR ADDITIONAL LINE BUNDLE R1	\$14.95	\$60.00	
<b>R1</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM BUNDLE R1	\$14.95	\$130.00	
<b>R1</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM ADDITIONAL LINE BUNDLE R1	\$14.95	\$65.00	
<b>R1</b>	GOVERNMENT PRINCIPAL TRUNK (FIRST FOR ROTARY DIAL) BUNDLE R1	\$14.95	\$130.00	
<b>R1</b>	GOVERNMENT ADDITIONAL TRUNK (FOR ROTARY DIAL) BUNDLE R1	\$14.95	\$65.00	

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.2 Services and Charges (Cont.)

<b>Class</b>	<b>Monthly Recurring Service</b>	<b>Monthly Recurring Charge</b>	<b>Non Recurring Charge (NRC) and or Installation Charge</b>	<b>Required Line Amount</b>
<b>R2</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR LINE BUNDLE R2	\$13.95	\$120.00	1,201 a 3,000
<b>R2</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR ADDITIONAL LINE BUNDLE R2	\$13.95	\$60.00	
<b>R2</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM BUNDLE R2	\$13.95	\$130.00	
<b>R2</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM ADDITIONAL LINE BUNDLE R2	\$13.95	\$65.00	
<b>R2</b>	GOVERNMENT PRINCIPAL TRUNK (FIRST FOR ROTARY DIAL) BUNDLE R2	\$13.95	\$130.00	
<b>R2</b>	GOVERNMENT ADDITIONAL TRUNK (FOR ROTARY DIAL) BUNDLE R2	\$13.95	\$65.00	
<b>R2</b>	GOVERNMENT ADDITIONAL TRUNK (FOR ROTARY DIAL) BUNDLE R2	\$13.95	\$65.00	

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.2 Services and Charges (Cont.)

<b>Class</b>	<b>Monthly Recurring Service</b>	<b>Monthly Recurring Charge</b>	<b>Non Recurring Charge (NRC) and or Installation Charge</b>	<b>Required Line Amount</b>
<b>R3</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR LINE BUNDLE R3	\$13.50	\$120.00	≥ 3,001
<b>R3</b>	GOVERNMENT BUSINESS MAIN STATION REGULAR ADDITIONAL LINE BUNDLE R3	\$13.50	\$60.00	
<b>R3</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM BUNDLE R3	\$13.50	\$130.00	
<b>R3</b>	GOVERNMENT BUS MAIN LINE FOR KEY TELEPHONE SYSTEM ADDITIONAL LINE BUNDLE R3	\$13.50	\$65.00	
<b>R3</b>	GOVERNMENT PRINCIPAL TRUNK (FIRST FOR ROTARY DIAL) BUNDLE R3	\$13.50	\$130.00	
<b>R3</b>	GOVERNMENT ADDITIONAL TRUNK (FOR ROTARY DIAL) BUNDLE R3	\$13.50	\$65.00	

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.2 Services and Charges (Cont.)

<b>Class</b>	<b>Minutes of Use Description</b>	<b>Minutes of Use Local and Intra</b>	<b>Minutes of Use Interstate</b>
<b>R1</b>	Local Calls, Intra Calls and Interstate Calls	\$0.05	\$0.03
<b>R2</b>	Local Calls, Intra Calls and Interstate Calls	\$0.04	\$0.03
<b>R3</b>	Local Calls, Intra Calls and Interstate Calls	\$0.03	\$0.03

31.5.3 Eligibility Requirements

- A. Only those telecommunications carriers who qualify as CUSTOMER's will be eligible to order the Services.
- B. The CUSTOMER must order the minimum number of lines required in accordance with the requested service class.
- C. The CUSTOMER must meet the following minimum monthly billing commitment based on the class that applies to the CUSTOMER from the Start Date to the Termination Date of the Contract Tariff. For purposes of this Section 31.5.3, monthly billing will be measured based on the monthly amounts invoiced by the Company and the CUSTOMER may not dispute.

<b>Class</b>	<b>Access Services</b>	<b>Data Services</b>	<b>Monthly Total</b>
R1	\$17,940.00	\$49,847.18	\$67,787.18
R2	\$16,753.95 - \$41,850.00	\$49,847.18	\$66,601.13 - \$91,697.18
R3	\$40,513.50	\$49,847.18	\$90,360.68

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.3 Eligibility Requirements (Cont.)

D. The CUSTOMER must meet the following minimum commitment of use and monthly billing in regard to minutes of local use, intra or inter-island from the Start Date of the Contract Tariff term until the Termination Date. For purposes of this Section 31.5.3, monthly billing will be measured based on the monthly amounts invoiced by the Company and the CUSTOMER may not dispute.

<b>Class</b>	<b>Monthly Minutes Volume (Combined Local, Intra e Inter)</b>	<b>MRC / USE local e Intra</b>	<b>MRC / USE Interstate</b>	<b>Total MRC / USE</b>
R1	100,000	95,000	5,000	\$ 4,900.00
R2	150,000	142,500	7,500	\$ 5,925.00
R3	300,000	285,000	15,000	\$ 9,000.00

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.3 Eligibility Requirements (Cont.)

E. The CUSTOMER must have activated with the Company the minimum amount of the following services from the Start Date to the Termination Date.

<b>Minimum of existing services that the CUSTOMER must have at the moment of service qualification:</b>	<b>Minimum amount of monthly services</b>
IP MPLS 2 Mbps	6
IP MPLS 3 Mbps	143
IP MPLS 5 Mbps	22
IP MPLS 8 Mbps	1
IP MPLS 10 Mbps	4
IP MPLS 25 Mbps	2
IP MPLS 50 Mbps	1
IP MPLS 75 Mbps	1
IP MPLS 100 Mbps	1
IP MPLS 1Gbps	1
ISDN-PRI	1
DS1 para servicios de voz	1

F. The eligibility requirements provided in Section 31.5.3 (A, B, C, D, E) of this Contract Tariff will be measured based on all the services the CUSTOMER purchases from the Company to provide services to its CUSTOMER's, which may include the services offered in Section 31.5.2 of this Contract Tariff and any other non-regulated fixed telephony service. Charges apply for non-recurring services, Directory Assistance, Phone Book Insertions, 911, universal service and/or any tax, fee or surcharge are not considered to meet these revenue requirements and use.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.6 Billing (Cont.)

- C. The CUSTOMER must notify the Company of any dispute on or before the Expiration Date. The notification must include the specific amount disputed and a detailed description of the factual and legal grounds of the dispute. Notification of a dispute does not exempt the CUSTOMER from the obligation to pay undisputed charges within the established timeframe.
- D. Once the CUSTOMER notifies the Company of the existence of a dispute, the CUSTOMER and the Company will negotiate in good faith for a period not less than thirty (30) days (from the date of notification of the dispute) before invoking the remedies provided in Section 31.5.9 (B) of this Contract Tariff.
- E. Any dispute not notified within six (6) months of the expiration date of the invoice where the disputed amount appears shall be deemed waived.
- F. An annual late fee of 15% or the current interest rate permitted by law, whichever is less will apply to any outstanding bill that is not paid on or before the due date.
- G. The obligation to pay the bills for services provided under this Contract Tariff rests with the CUSTOMER and is not the responsibility of the Company to require the CUSTOMER's users to pay any amount owed. Non-payment by the CUSTOMER's users shall not relieve the CUSTOMER from paying the invoice to the Company.

31.5.7 Payment Guarantee

- A. Upon request by the Company pursuant to Section 31.5.7 (B) of this Contract Tariff, the CUSTOMER must provide a payment guarantee sufficient to meet due amounts.
- B. The Company may request payment guarantee if (a) the CUSTOMER does not meet the payment requirements provided in Section 31.5.6 of this Contract Tariff; (b) the Company, in its reasonable judgment, determines that the CUSTOMER is not creditworthy; or (c) the CUSTOMER admits that he cannot pay his debts to the Company as they become due, has begun a voluntary procedure under the bankruptcy code of the United States or any other statute relating to bankruptcy, insolvency, reorganization, suspension payments, compositions or analogous proceedings, has made assignments in benefit of any creditor or is under restructuring proceedings or judicial actions. Each request for payment guarantee under this Section 31.5.7 shall be made in writing by a representative designated by the CUSTOMER pursuant to Section 31.5.24 of this Contract Tariff.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.10 Intellectual Property

- A. Unless otherwise expressly provided in this Contract Tariff, it does not grant any license to the CUSTOMER regarding any patent, copyright, trademark, trade secret or other intellectual property of the Company. Such use will require a concession agreement and separate license agreement between the CUSTOMER and the Company.
- B. CUSTOMER agrees that the Company has not made any representation or guarantee that the use of the Services may not provide opportunity for claims by third parties in regard to any intellectual property rights.

31.5.11 Confidential Information

- A. For purposes of this Contract Tariff "Confidential Information" is defined as the following information that a party ( "Disclosing Party) discloses to the other (" Receiving Party ") related to or under the obligations of this Contract Tariff:
  - I. User information, except the information that is published in a directory, is disclosed as part of the process of providing a service or disclosed with the permission of the user.
  - II. Information related to particular facilities or equipment.
  - III. Information designated in writing as "Confidential" or "Proprietary" by the Disclosing Party.
- B. Unless otherwise provided in this Contract Tariff, the Receiving Party shall:
  - I. Use confidential information only in the course of implementing its obligations under this Contract Tariff.
  - II. Apply the same level of care that applies to its own confidential or proprietary information (which shall not be less than that commercially considered reasonable).
  - III. Maintain the confidentiality of Confidential Information.
  - IV. Restrict disclosure of Confidential Information only to those employees, agents, contractors or affiliates of the Receiving Party's Confidential Information required to meet the obligations under this Contract Tariff.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.11 Confidential Information (Cont.)

- V. Prohibit the disclosure of confidential people involved with the sale or marketing of retail services of the Receiving Party Information.
- VI. Not use Confidential Information to solicit CUSTOMER’s of the Disclosing Party.
  - C. The provisions of this Section 31.5.11 do not apply to information that was already in possession of the Receiving Party before disclosure, which becomes public domain through no fault of the Receiving Party, which is legally received from third parties, or has been authorized in writing for disclosure on part of the Disclosing Party.
  - D. Should disclosure of Confidential Information be required under applicable laws or by order of a court or administrative agency with jurisdiction, the Receiving Party shall notify the Disclosing Party with at least thirty (30) days in advance unless laws or judicial or administrative authorities have a shorter term.
  - E. Notwithstanding the above provisions, the Receiving Party may use Confidential Information to the extent necessary to enforce its rights under this Contract Tariff. In these cases, the Receiving Party shall take reasonable steps to preserve the confidentiality of the Confidential Information and limit their access, disclosure and usage.
  - F. Disclosing Party will retain all rights, title and interest in the Confidential Information.
  - G. The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party within thirty (30) days of a written request by the Disclosing Party. The Receiving Party may retain necessary confidential information to fulfill their obligations under this Contract Tariff and a copy for archival purposes only.
  - H. The Receiving Party shall cooperate and defend the confidentiality of the Confidential Information of the Disclosing Party when the cause of unauthorized third parties disclosure is motivated by guilt and or negligence of the Receiving Party, its agents, employees and or contractors.
  - I. The obligations contained in this Section 31.5.11 shall outlive termination or cancellation of the subscription by the CUSTOMER to the Services offered in this Contract Tariff.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.12 Limitation of Liability

- A. The Company shall not be liable for consequential, caused, punitive and or other damage due to interruption, defects and or any other problem with the Services. The maximum liability of the Company as a result of interruptions, defects and or any other problem with the Services will be the cancellation of the charges for the service in question under this Contract Tariff for the period during which the interruption, defect and or the problem occurred. The cancellation will be proportional to the reduction in efficiency of the service during the relevant time period in which the interruption occurred, the defect and or problem.

31.5.13 Acts or Omissions

- A. The Company shall not be liable for any act or omission of any third party to provide any portion of the Service.

31.5.14 Damages to CUSTOMER Premises or User

- A. The Company shall not be liable for damage to the CUSTOMER's premises and or the User resulting from the provision of service, including installation and removal of equipment and associated wiring, unless the damage is caused by gross negligence on part of the Company.

31.5.15 Reparations

- A. The CUSTOMER indemnifies, defends and relieves the Company of liability against all claims, losses and or damages against the Company arising from the use of the services provided by the CUSTOMER, including:
  - I. Claims for libel, slander, invasion of privacy or violation of copyright laws resulting from CUSTOMER communications.
  - II. Claims for violation of patents, trademarks, copyrights or other intellectual property as a result of acts of the CUSTOMER.
  - III. Any other claim arising as a result of any act or omission of the CUSTOMER in the course of using the Services.

(N)

(N)

**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.15 Reparations (Cont.)

- B. The CUSTOMER indemnifies, defends and relieves the Company of liability against claims for loss or damage resulting from the use by Users of the Services, including:
  - I. Claims for libel, slander, invasion of privacy and or violation of copyright laws resulting from User communications.
  - II. Claims for violation of patents, trademarks, copyrights and or other intellectual property as a result of acts by the User.
  - III. Any other claim arising as a result of any act or omission of the User in the course of using the Services provided under this Contract Tariff.

31.5.16 Explosive Atmosphere

- A. The Company makes no guarantees with respect to services when used in an explosive atmosphere. CUSTOMER shall indemnify, defend and relieve the Company from liability for any and all claims by any person related to such use of the Services by the CUSTOMER or Users under such conditions.

31.5.17 Taxes

- A. The CUSTOMER is responsible for paying any taxes, fees or charges required or permitted under applicable laws which apply to the Services.
- B. The CUSTOMER is responsible for collecting and paying the relevant authorities any tax, fee or charge permitted or required under applicable laws to be imposed on Users.

31.5.18 Use of Services

- A. CUSTOMER shall notify the Company immediately if one of their Users is using the Services or is committing any act or omission in relation to the Services that is contrary to the provisions of this Contract Tariff and or applicable laws.

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(N)

**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.19 Transfer

- A. This contract will not be assigned or transferred by the CUSTOMER without the prior written consent of the Company.

31.5.20 Overwhelming Force

- A. Any breach of obligations under this Contract Tariff by either party shall be excused in cases of force majeure, which is defined as any cause beyond the control of the parties or any of them that prevents them to take part out or all of its obligations under this Agreement. This includes, without being limited to, situations such as natural disasters (floods, atmospheric disturbances, earthquakes and epidemics), strikes, riots or emergencies such that prevent compliance with the obligations. The affected by a Force Majeure party shall immediately notify the other party and take the necessary measures to restore the service as soon as the force majeure ends.

31.5.21 Other Agreements

- A. Upon subscription to the services offered in this Contract Tariff, the CUSTOMER agrees that they are exclusively under the terms and conditions provided in this Contract Tariff and agree that the terms and conditions of any other commercial agreement between the Company and the CUSTOMER, interconnection agreement between the Company and the CUSTOMER and/or any other fees published by the Company will not apply.

31.5.22 Separability

- A. Each item or provision of this Contract Tariff will be considered as a separate issue from other articles or provisions. If a court or entity having jurisdiction determines that any of the articles or provisions of this Contract Tariff are invalid, the other articles or provisions of the Contract Tariff shall remain valid. If it is determined that the scope of any section or provision of this Contract Tariff is invalid, but could be valid if its scope is limited, the parties will agree on its modification.

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.23 Applicable Law

- A. This Contract Tariff shall be interpreted in accordance with applicable laws and regulations of the Commonwealth of Puerto Rico and the United States of America.

31.5.24 Notifications

- A. Any notice to the Company in relation to this Contract Tariff must be sent in writing to the following address:

PRTC: Wholesales Department  
Attn: Department Director  
P.O. Box 71304, San Juan, PR 00939-8404

- I. All CUSTOMER notifications in relation to this Contract Tariff should be sent to address and to the attention of the person indicated by the CUSTOMER.
- II. Any notification will be considered valid when submitted in writing by certified mail with return receipt to the addresses indicated in Section 5.31.24 (A).

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