

**ADDITIONAL SERVICES TARIFF SCHEDULE**

**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.

Monthly Recurring Charge	Class	Line Amount	Monthly Rent
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	
<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	

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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.)

31.5.5 Service Provisioning (Cont.)

C. The Company may refuse to provide or may suspend the Services offered in this Contract Tariff in any of the following circumstances:

- I. When the CUSTOMER does not request the Services in accordance with Section 31.5.4 of this Contract Tariff.
- II. When the Company does not have secure access to the local User or it is unsafe, or denied access during reasonable hours, in order to inspect, install, repair or remove said premises any part of the equipment, devices or lines.
- III. When the CUSTOMER has any outstanding debt for the services provided under this Contract Tariff for a period longer than two (2) months.
- IV. When the Services are to be used or are used in violation of applicable laws.
- V. When circumstances indicate intent to defraud.
- VI. When the user attaches, installs or connects directly or by induction to facilities or equipment owned by the Company, instruments, apparatus or mechanisms of any kind which are not supplied and installed by the Company, except with written permission from the Company.
- VII. The Company also may suspend the services offered in this Contract Tariff in emergencies or in cases where it is necessary to preserve the integrity and or network operation and or ownership of the Company.
- VIII. In the case of service suspension, the Company will reestablish service when it considers that the CUSTOMER provided for the elimination of the reasons for its suspension.

31.5.6 Billing

- A. The Company will send the invoice to the CUSTOMER electronically within thirty (30) days of the last day of each month.
- B. The CUSTOMER must pay the amount of non-disputed charges within thirty (30) days of receipt of the invoice (the "Expiration Date").

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**ADDITIONAL SERVICES TARIFF SCHEDULE**

**SECTION 31 – CONTRACT TARIFFS**

31.5 Contract Tariff Option 4 (Cont.)

31.5.7 Payment Guarantee (Cont.)

- I. The CUSTOMER may request a refund or release of the payment guarantee at any time past ninety (90) days of the date on which the payment guarantee was provided under this Contract Tariff. The request must be in writing under Section 31.5.24 of this Contract Tariff and must include an explanation of the circumstances that warrant the return or release of the payment guarantee provided. The Company shall respond to the request within thirty (30) days of the date it is received.

31.5.8 Operational Affairs

- A. The Company shall retain all rights, title and interests in the facilities, equipment, "software" and wiring information that is used to provide CUSTOMER services.
- B. The Company will be granted access to the CUSTOMER's users facilities for purposes of installation, inspection, maintenance, repair, and removal of facilities, equipment, "software," information and wiring used to provide the Services. The CUSTOMER will be responsible for obtaining the necessary authorizations and any associated cost.
- C. The Company shall not be held responsible for installation, inspection, repair, maintenance or removal of facilities, equipment, "software," or CUSTOMER supplied wiring.

31.5.9 Dispute Resolution

- A. In dispute cases or disagreements between the parties, the party wishing to invoke the dispute resolution procedures of this Section 31.5.9 shall send a written notice to the other party describing the nature of the dispute and the factual basis, technical and legal aspects specific to it. The parties then agree to negotiate in good faith to try to solve it amicably, before initiating legal action.
- B. After negotiating in good faith for a period of not less than thirty (30) days from the date of notification from one party to another on the existence of a dispute, the Company or the CUSTOMER may appeal to the Court of First Instance in San Juan.
- C. This Section 31.5.9 does not preclude the parties by mutual agreement to resort to alternative methods of dispute resolution.

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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.

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**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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**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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