

COMMONWEALTH OF PUERTO RICO
PUERTO RICO TELECOMMUNICATIONS REGULATORY BOARD

PREPA NETWORKS LLC.'s TARIFF

GENERAL INFORMATION

CHECK PAGE

The pages of this tariff are effective as of the date shown at the bottom of the respective page(s).

Page 1	Original
Page 2	Original
Page 3	Original
Page 4	Original
Page 5	Original
Page 6	Original
Page 7	Original
Page 8	Original
Page 9	Original
Page 10	Original
Page 11	Original
Page 12	Original
Page 13	Original
Page 14	Original
Page 15	Original
Page 16	Original
Page 17	Original
Page 18	Original
Page 19	Original
Page 20	Original
Page 21	Original
Page 22	Original
Page 23	Original
Page 24	Original
Page 25	Original
Page 26	Original
Page 27	Original
Page 28	Original
Page 29	Original
Page 30	Original
Page 31	Original
Page 32	Original
Page 33	Original
Page 34	Original

 TABLE OF CONTENTS

	Page
CHECK PAGE.....	2
TABLE OF CONTENTS.....	3
WAVELENGTH SERVICE.....	5
1. General.....	5
2. Definitions.....	5
3. Service Description.....	5
4. Terms and Conditions.....	6
5. Limitations.....	7
6. Types of Rates and Charges.....	7
7. Rates and Charges.....	8
8. Term Pricing Plan.....	8
9. Special Pricing Arrangements.....	9
10. Service Level Agreement.....	10
METRO OPTICAL ETHERNET SERVICE.....	12
1. General.....	12
2. Definitions.....	12
3. Service Description.....	14
4. Terms and Conditions.....	15
5. Limitations.....	16
6. Rate Structure.....	16
7. Term Pricing Plan.....	17
8. Rates and Charges.....	18
9. Special Pricing Arrangements.....	19
10. Service Level Agreement.....	20
DEDICATED INTERNET ACCESS SERVICE.....	22
1. General.....	22
2. Definitions.....	22
3. Service Description.....	22
4. Terms and Conditions.....	23
5. Limitations.....	24
6. Rate Structure.....	24
7. Term Pricing Plan.....	25
8. Rates and Charges.....	25
9. Special Pricing Arrangements.....	26
10. Service Level Agreement.....	26

WIMAX FIXED WIRELESS ACCESS SERVICE

1	General.....	28
2	Definitions.....	28
3	Service Description.....	28
4	Terms and Conditions.....	29
5	Fair Usage Policy.....	29
6	Limitations.....	31
7	Rate Structure.....	31
8	Term Pricing Plan.....	32
9	Rates and Charges.....	32
10	Special Pricing Arrangements	33
11	Service Level Agreements.....	33

WAVELENGTH SERVICE**1. General**

1.1. Wavelength Service provides high capacity optical transport capabilities utilizing a point-to-point topology, delivered over a Dense Wave Division Multiplexing Network.

2. Definitions

2.1. The following definitions apply only to Wavelength Service:

- A. Availability - The relative amount of time that a service is "usable" by a customer, represented as a percentage over any calendar month.
- B. Channel – An electrical or photonic (in the case of fiber optic based transmission systems) communications path between two or more points of termination.
- C. Gigabit Per Second (Gbps) – The speed with which the data is being transferred in the network, where one Gbps is equal to the transfer rate of 1,000 million bits of data in 1 second.
- D. Network Element (NE) - A hardware only or combined hardware/software-based system that is primarily designed to directly perform a telecommunications function. For digital transmission surveillance, an NE is the part of network equipment where a transport entity (e.g., line or path) is terminated and monitored.
- E. Network Interface (NI) - The point of demarcation on the customer's premises at which Qwest's responsibility for the provisioning and maintenance of service ends.
- F. Optical Transport Network (OTN) - The transport network defined by the ITU-T which is composed of a set of optical network elements connected by optical fiber links, able to provide functionality of transport, multiplexing, routing, management, supervision and survivability of optical channels carrying client signals.
- G. Transparent - In communication systems, that property which allows transmission of signals without changing the electrical characteristics or coding beyond the specified limits of the system design.
- H. Wavelength Division Multiplexing (WDM) - A technology that allows two or more optical signals with different wavelengths to be simultaneously transmitted in the same direction over one fiber, and then separated by wavelength at the distant end.

3. Service Description

3.1. Wavelength Service provides high volume optical transport capabilities utilizing a point-to-point topology, delivered over a wave division multiplexing network. Multiple data signals are transmitted over the same fiber optic cable at the same time, using different wavelengths of light, in order to increase the amount of information that can be transferred.

WAVELENGTH SERVICE (CONT'D)

- 3.2. Each wavelength represents a transmission channel in the wavelength system and is protocol independent of every other channel in the system. The Wavelength Service provides the capability for customers to subscribe to individual transport and bit-rate-specific Wavelength Channels.
 - 3.3. An optical channel consists of two wavelengths, used to deliver bi-directional communications. Transponders at end locations are connected directly to PrepaNet's DWDM optical layer and provide an open interface to customer network elements, thereby achieving virtual fiber connectivity between the customer's locations.
 - 3.4. The service is available at capacities of 2.5 and 10 Gbps per wavelength.
 - 3.5. The service can be purchased in either protected or unprotected solution configurations. Under the protected mode configuration, one initial active wavelength is provisioned over a single fiber pair, with an additional fiber pair to offer service resilience. In the event of a fiber break the service will automatically switch to the standby fiber route typically within 50 milliseconds.
 - 3.6. The service is protocol independent and allows the transport of a vast assortment of protocols.
 - 3.7. Neither electrical interfaces nor optical add/drop multiplexing are available with the Wavelength service.
4. Terms and Conditions
- 4.1. The Wavelength Service provides physical layer transport only. PrepaNet assumes no responsibility for the signals generated by the customer, for the quality or defects in such signals, for the reception of signals by the customer, or address signaling to the extent addressing is performed by the customer. Error detection and correction of data generated by the customer is the customer's responsibility.
 - 4.2. The customer is responsible to ensure that customer provided CPE meets any applicable technical requirements or limitations for the protocol used for the connection to the Wavelength Service.
 - 4.3. Allowance for Service Interruptions: An interruption of service will start when an inoperative service is reported to the PrepaNet and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element as described in Section 6.1.
 - 4.4. Obligations of the Customer - The Customer is responsible for arranging access to its Premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

WAVELENGTH SERVICE (CONT'D)**5. Limitations**

- 5.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 5.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC's Rules and Regulations.

6. Types of Rates and Charges

- 6.1. The follow rates categories are applicable to Wavelength Service:

- A. Wavelength Channel Recurring Monthly Rates

A monthly recurring charge is made for each Local End, which includes the initial active wavelength, that apply each month or fraction thereof that Wavelength Service is provided. For billing purposes, each month is considered to have thirty (30) days.

After the first active wavelength that is supplied as standard service, both a connection and annual rental charge apply to additional wavelengths for each Local End. The number of additional wavelengths supported per system is subject to survey and is dependent upon fiber route availability.

- B. Nonrecurring Charges

Nonrecurring charges (NRC) are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply to Wavelength Service are:

- i. Activation and Provisioning

A fixed connection charge is made for each of the service's "Local Ends" (i.e. from each of the Customer's sites to the nearest PrepaNet Wavelength Service point of presence). This charge includes the initial active wavelength that is provided as standard for this service.

WAVELENGTH SERVICE (CONT'D)

ii. Service Configuration

Service configuration provides the Customer the ability to request modifications to a specific service connection subsequent to the establishment of the connection. Such modifications are changes to a Customer's service that do not involve the termination of the service at the Customer's premise (i.e. upgrades/downgrades of connection speeds that do not result in physical equipment changes).

- 6.2. The rates and charges set forth provide for the furnishing of service only where facilities presently exist. In locations where the service is not available, special construction charges will apply.

7. Rates and Charges

Wavelength Channels	Activation Charge	Monthly Rate
2.5 Gbps Wavelength Transport Unprotected	\$1,500.00	\$15,275
10 Gbps Wavelength Transport Unprotected	\$1,500.00	\$31,800
Channel Network Protection	\$750.00	\$1,000.00
Service Configuration Charge	\$1,500.00	

8. Term Pricing Plan

- 8.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 8.2. Wavelength Service is available on a monthly basis with a one-year minimum term, or under a three (3) or five (5) year term payment plan, for which corresponding discount rates are applicable. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- 8.3. Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue Wavelength Service, PrepaNet will furnish Wavelength Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

WAVELENGTH SERVICE (CONT'D)

- 8.4. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

Wavelength Channels	36 Month Commitment	60 Month Commitment
2.5 Gbps Wavelength Transport Unprotected	\$13,000	\$11,450
10 Gbps Wavelength Transport Unprotected	\$27,050	\$23,850
Channel Network Protection	\$850	\$750

9. Special Pricing Arrangements

- 9.1. In lieu of the rates set forth in this Tariff, rates and charges for PrepaNet's services may be established at negotiated rates on an Individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such agreements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

WAVELENGTH SERVICE (CONT'D)**10. Service Level Agreement**

The following SLA agreement terms apply:

- 10.1. Performance
- A. PrepaNet has designed its network to have PREPA.Net guarantees 99.97% network uptime over a 12-month period (excludes scheduled maintenance activity).
- 10.2. Performance Monitoring and Reporting
- A. The Company will be responsible for performing monitoring up to a demarcation point between Company facilities and other facilities.
- B. The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the Circuit demarcation point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
- C. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.
- 10.3. Maintenance and Repair
- A. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- B. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the demarcation point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
- C. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
- D. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.

WAVELENGTH SERVICE (CONT'D)

- 10.4. Credit Allowance for Service Interruptions
- A. If the customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:
- Network Unavailability equal to or greater than four (4) hours, but less than sixteen (16) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than sixteen (16) hours, but less than twenty four (24) hours in a calendar month: seven (7) days Service Credit.
 - Network Unavailability equal to or greater than twenty four (24) hours in a calendar month: thirty (30) days Service Credit.
- B. Unless the customer has been notified of Network Unavailability by PREPA.Net, the customer should notify PREPA Net Network Operations Center of such Network Unavailability promptly during such Network event.
- C. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.
- D. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.

METRO OPTICAL ETHERNET SERVICE**1. General**

1.1. Metro Optical Ethernet Service is a flexible switched Layer 2 Ethernet transport service providing high-speed connectivity. The service allows business to interconnect locations within a regional area as if they were segments on the same LAN using packet-based switching technologies.

2. Definitions

2.1. The following definitions apply to the Metro Ethernet Service:

- I. Basic Service Transport - Transmission service with capabilities that are affected by overall traffic on the network and is suitable primarily for data transmission. Basic Service Transport speeds range from 10 Mbps to 1 Gbps and determine the maximum transport allowed for a specific VLAN. These speeds are specified per VLAN at the time of order.
- J. Ethernet Service Connection - Ethernet service connections of 10 Mbps, 100 Mbps and 1 Gbps to Company's Metropolitan Ethernet Network are part of a Metro Ethernet Service configuration. Ethernet service connections operating at any of these speeds are capable of interconnecting with other service connections on the same Metropolitan Ethernet Network by establishing VLANs with Transport.
- K. Gigabit Per Second (Gbps) – The speed with which the data is being transferred in the network, where one Gbps is equal to the transfer rate of 1,000 million bits of data in 1 second.
- L. Layer 2 - Refers to the Data Link layer of the multilayered Open Systems Interconnection (OSI) communications model. The Data Link layer is concerned with moving data across the physical links in the network. In a network, a switch redirects data messages at the layer 2 level, using the destination Media Access Control (MAC) address to determine where to direct the message.
- M. Local Area Network (LAN) – Is a communication network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes within a building or campus environment.
- N. MAN - A metropolitan area network (MAN) is a network that interconnects users within a geographic area or region larger than that covered by local area network (LAN) but smaller than the area covered by a wide area network (WAN). It is also used to mean the interconnection of several local area networks by bridging them with backbone network facilities.
- O. Megabit Per Second (Mbps) – The speed with which the data is being transferred in a network, where one Mbps equals the transfer rate of 1 million bits of data in 1 second.

METRO OPTICAL ETHERNET SERVICE (CONT'D)

- P. Native Ethernet – It allows the transport of traffic with no requirement for introducing SDH/SONET, Frame Relay, ATM or other Physical Layer or Data Link Layer protocols that can increase both complexity and cost, while adding overhead.
- Q. MPLS - Multi-Protocol Label Switching (MPLS) provides a mechanism for forwarding packets for any network protocol. It is a standards-approved technology for speeding up network traffic flow and making it easier to manage. In addition to moving traffic faster overall, MPLS makes it easy to manage a network for quality of service (QoS).
- R. Service Demarcation - Metro Ethernet Service provides optical network interfaces at the customer premises location demarcation point. As part of the service installation a Network Interface Device (NID) is installed at the customer premise. The NID provides the physical hand-off or point of connection for the customer interface.
- S. Subsequent Activity Charge - This provides customers the ability to request modifications to a specific Metro Ethernet Service connection or VLAN subsequent to the establishment of the connection. Such modifications are changes to a customer's service, other than changes described elsewhere for Metro Ethernet Service that do not involve the termination of the service at the customer's premise. An example of a Subsequent Change is an upgrade or downgrade of a connection speed that does not result in a physical equipment change.
- T. Total Transport Speed per Connection - The Total Transport Speed is the aggregate sum of the Transport speeds for all VLANs associated with an Ethernet Service Connection. This Total Transport speed may equal but not exceed the Ethernet Service Connection Speed for the given connection.
- U. VLAN - A VLAN is a logical local area network (or LAN) that extends beyond a single traditional LAN to a group of LAN segments, given specific configurations. Because a VLAN is a logical entity, its creation and configuration is done completely in software.
- V. Virtual Connections – An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the network to terminate at the demarcation point at the second customer location. Customers use EVCs if they desire traffic segregation, but EVCs will not provide for traffic prioritization. EVCs may be ordered to establish additional virtual connections over the same physical connection. When EVCs are ordered, the customer must designate the amount of bandwidth to be assigned to each EVC. EVCs can be set in 5 Mbps increments from 5 Mbps to 1 Gbps.
- W. Virtual Private Network (VPN) - A VPN is a secure networking solution that uses a shared network to connect remote sites or users together. Instead of using a dedicated connections such as leased lines, a VPN uses "virtual" connections routed through the network.
- X. Wide Area Network (WAN) - A WAN may span an unlimited geographical area connecting two or more LANs as part of an enterprise network solution.

Issued: December 31, 2015

Effective: December 31, 2015

METRO OPTICAL ETHERNET SERVICE (CONT'D)**3. Service Description**

- 3.1. Metro Optical Ethernet Service is a flexible switched Layer 2 Ethernet transport service providing high-speed connectivity. The service allows business to interconnect locations within a regional area as if they were segments on the same LAN using packet-based switching technologies.

Connections at the Customer Premises are made using Native Ethernet interfaces and traverse the MAN over fiber facilities.

- 3.2. Metro Optical Ethernet supports transmission speeds as low as 10 Mbps and up to 1 Gbps in increments of 10Mbps from 10 Mbps to 100 Mbps and increments of 100 Mbps from 100 to 1,000 Mbps.
- 3.3. The service includes the connection from the Customer Premise to the Ethernet network, a port on the Ethernet network and the bandwidth that will be used across the network.
- 3.4. The service provides an optional feature of the ability to segregate customer traffic, as deemed necessary by the customer. The traffic segregation is accomplished using Ethernet Virtual Connections (EVC), at an additional charge.
- 3.5. Should the customer wish to segregate traffic, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Mbps connection. A total of 64 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more than 64 EVCs.
- 3.6. The following Metro Optical Ethernet service configuration variations are available:

3.6.1. Virtual Private Line Service (EVPL)

The EVPL service is an end-to-end Layer 2 switched Ethernet service delivered via the MPLS backbone. The service is similar to that of a SONET/SDH private line, but without the dedicated bandwidth costs.

It is provided as point-to-point and point-to-multi-point (hub and spoke) configurations.

FastE and GigE interfaces are available.

3.6.2. Virtual Private LAN Service (VPLS)

The VPLS is a next-generation VPN offering delivered over an MPLS core network. This Layer 2 service allows WAN sites in geographically dispersed locations to easily interact as part of the same LAN.

- 3.7. Metro Ethernet Service signals meet IEEE 802.3, 802.3u, or 802.3z transmission standards and may use 802.1Q VLAN tagging and stacking for certain service configurations. Technical

METRO OPTICAL ETHERNET SERVICE (CONT'D)

interface requirements for customer premises equipment (CPE) may be found in ANSI/IEEE 802.3 Specifications.

- 3.8. The Metro Ethernet Quality of Service optional feature allows customers to prioritize their traffic in different classes of service, depending on their communications need. A high priority class of service can be established to support VoIP (Voice Over IP), video or other real time applications. A different class of service priority can be established in support of business data applications.

4. Terms and Conditions

- 4.1. PrepaNet's Metro Ethernet Service is available 24 hours per day, 7 days per week, except for preventive maintenance.

4.2. Obligations of customer and Company

- The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
- The customer is responsible for the provision and maintenance of all customer provided equipment and to insure that the operating characteristics of this equipment is comparable with and does not interfere with the service offered by the Company.
- The customer is responsible for the provision of space and power for the placement of any Company required equipment. The environmental conditions must be determined to be acceptable by Company.

- 4.3. Due to the nature of the Metro Ethernet Service it will be necessary to perform preventive maintenance and software updates. This will mean that the Metro Ethernet Service may be unavailable during the period of time when preventive maintenance is being performed. The Company will attempt to notify of identified maintenance outages,

- 4.4. Customers will be permitted to move from a 10 Mbps or 100 Mbps Connection to a 1 Gbps Connection, however, the Nonrecurring Charge associated with the new 1 Gbps Connection will apply.

- 4.5. PrepaNet's Ethernet Service is available for a minimum term of 12 months or under a term payment plan of 36 or 60 months. If a Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to PrepaNet a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable term payment plan.

- 4.6. If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to PrepaNet a termination charge equal to all monthly charges for such port(s) for which Customer would have been responsible had Customer not removed such port(s).

METRO OPTICAL ETHERNET SERVICE (CONT'D)

4.7. Nonrecurring charge applies when EVCs are installed subsequent to a port installation.

5. Limitations

- 5.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 5.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC's Rules and Regulations.

6. Rate Structure

6.1. The follow rates categories are applicable to the Metro Ethernet Service:

C. Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that Metro Ethernet Service is provided. For billing purposes, each month is considered to have thirty (30) days.

iii. Port Size and Transport Bandwidth

For each location connected to the network, the customer will select either a 10/100 Mbps or a 1 Gbps port. The corresponding monthly recurring rates are dictated by the level of transport bandwidth provisioned.

iv. Ethernet Virtual Connections (EVCs)

Customers will pay for each EVC logical connection established across the network.

v. Quality of Service (QoS)

The Quality of Service (QoS) optional feature enables the Customer to specify the level of delay, delay variation (jitter), bandwidth packet loss and availability.

METRO OPTICAL ETHERNET SERVICE (CONT'D)**D. Nonrecurring Charges**

Nonrecurring charges (NRC) are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply to the Metro Ethernet Service are:

i. Activation and Provisioning

Initial setup charge applies for each of the rate elements listed on Sections 6.1.A.i – 6.1.A.iii (Ethernet Connection with Transport, EVCs and QoS).

ii. Subsequent Activity Charge

Service configuration provides the Customer the ability to request modifications to a specific Metro Ethernet connection subsequent to the establishment of the connection. Such modifications include bandwidth usage changes, EVC changes, and other configuration changes that do not involve the termination of the service at the Customer's premise.

7. Term Pricing Plan

- 7.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 7.2. Metro Ethernet Service is available on a monthly basis with a one-year minimum term, or under a three (3) or five (5) year term payment plan, for which corresponding discount rates are applicable. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- 7.3. Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue Metro Ethernet Service, PrepaNet will furnish Metro Ethernet Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).
- 7.4. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

METRO OPTICAL ETHERNET SERVICE (CONT'D)**8. Rates and Charges**

- 8.1. Application of Rates - The pricing components for Metro Ethernet Service are the Ethernet Service Connectivity & Transport charges. The rates for Ethernet Service connectivity include Basic Service Transport.
- 8.2. Ethernet Service Connectivity - Ethernet Service Connectivity is determined based on Ethernet Connection Speed (10/100 Mbps). The Total Transport speed per connection (based on the aggregate Transport bandwidth for all EVCs associated with a given Customer location), and the respective contract term.

Port Size and Transport Bandwidth

Port Size	Total Transport Bandwidth per Location	Non Recurring Charges	Monthly Recurring Charges		
			Basic	3 Year	5 Year
10/100 Mbps Port	10 Mbps	\$1,000.00	\$915	\$805	\$775
	20 Mbps	\$1,000.00	\$1,395	\$1,225	\$1,185
	50 Mbps	\$1,000.00	\$2,175	\$1,915	\$1,850
	100 Mbps	\$1,000.00	\$1,975	\$1,750	\$1,675
1 Gbps Port	100 Mbps	\$1,250.00	\$2,175	\$1,915	\$1,850
	200 Mbps	\$1,250.00	\$2,325	\$2,050	\$1,975
	500 Mbps	\$1,250.00	\$3,850	\$3,385	\$3,275
	1 Gbps	\$1,250.00	\$4,075	\$3,600	\$3,450

Ethernet Virtual Connections (EVCs)

	Non Recurring Charges	Monthly Recurring Charges
Ethernet Virtual Connections (per connection)	\$200.00	\$50.00

Issued: December 31, 2015

Effective: December 31, 2015

METRO OPTICAL ETHERNET SERVICE (CONT'D)**Quality of Service (QoS)**

Bandwidth per EVC	Non Recurring Charges	Monthly Recurring Charges		
		Basic	3 Year	5 Year
5 Mbps	\$100.00	\$50.00	\$45.00	\$42.50
10 Mbps	\$100.00	\$90.00	\$81.00	\$76.50
20 Mbps	\$100.00	\$120.00	\$108.00	\$102.00
50 Mbps	\$100.00	\$150.00	\$135.00	\$127.50
100 Mbps	\$100.00	\$180.00	\$162.00	\$153.00
200 Mbps	\$100.00	\$200.00	\$180.00	\$170.00
500 Mbps	\$100.00	\$260.00	\$234.00	\$221.00
1 Gbps	\$100.00	\$350.00	\$315.00	\$297.50

Subsequent Activity Charge

	Non Recurring Charges	Monthly Recurring Charges
Subsequent Activity Charge (per instance)	\$200.00	- -

9. Special Pricing Arrangements

9.1. In lieu of the rates set forth in this Tariff, rates and charges for PrepaNet's services may be established at negotiated rates on an individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such agreements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

METRO OPTICAL ETHERNET SERVICE (CONT'D)**10. Service Level Agreement**

The following SLA agreement terms apply:

10.1. Performance

- B. PrepaNet has designed its network to have PREPA.Net guarantees 99.97% network uptime over a 12-month period (excludes scheduled maintenance activity).

10.2. Performance Monitoring and Reporting

- D. The Company will be responsible for performing monitoring up to a demarcation point between Company facilities and other facilities.
- E. The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the Circuit demarcation point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
- F. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.

10.3. Maintenance and Repair

- E. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- F. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the demarcation point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
- G. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
- H. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.

METRO OPTICAL ETHERNET SERVICE (CONT'D)

- 10.4. Credit Allowance for Service Interruptions
- E. If the customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:
- Network Unavailability equal to or greater than four (4) hours, but less than sixteen (16) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than sixteen (16) hours, but less than twenty four (24) hours in a calendar month: seven (7) days Service Credit.
 - Network Unavailability equal to or greater than twenty four (24) hours in a calendar month: thirty (30) days Service Credit.
- F. Unless the customer has been notified of Network Unavailability by PREPA.Net, the customer should notify PREPA Net Network Operations Center of such Network Unavailability promptly during such Network event.
- G. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.
- H. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.

DEDICATED INTERNET ACCESS SERVICE**1. General**

- 1.1. Dedicated Internet Access Service provides a permanent (always on) connection to global Internet provided via dedicated ports.

2. Definitions

- 2.1. The following definitions apply only to Dedicated Internet Access Service:

- Y. Domain Name System (DNS) - Hierarchical naming system for computers, services, or any resource connected to the Internet or a private network. It associates various information with domain names assigned to each of the participants.
- Z. Gigabit Per Second (Gbps) – The speed with which the data is being transferred in the network, where one Gbps is equal to the transfer rate of 1,000 million bits of data in 1 second.
- AA. IP Address - An Internet Protocol (IP) address is a numerical label that is assigned to devices participating in a computer network that uses the Internet Protocol for communication between its nodes.
- BB. Megabit Per Second (Mbps) – The speed with which the data is being transferred in a network, where one Mbps equals the transfer rate of 1 million bits of data in 1 second.
- CC. Router - A router is a device that interconnects two or more computer networks, and selectively interchanges packets of data between them. Each data packet contains address information that a router can use to determine if the source and destination are on the same network, or if the data packet must be transferred from one network to another.

3. Service Description

- 3.1. Dedicated Internet Access (DIA) Service provides a permanent (always on) connection to global Internet provided via dedicated ports. The Service, which includes Ethernet and OC-n speeds, provides Internet access to the Customer via either a cross-connect or a local loop from the Customer Premises router to a port on the PrepaNet Internet access network interface. Where access is provided via a local access, the access connection is provided by PrepaNet between the PrepaNet Internet access network interface and the Customer Premises router. If the Customer Premises router is located in a PrepaNet collocation facility, access to Service will be provided to the Customer via a cross connect.
- 3.2. Service must terminate into a PrepaNet-approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the PrepaNet Network and the Customer and may be furnished by Customer or provided by PrepaNet at either no additional charge or for a monthly recurring fee, depending on the speed of Service.
- 3.3. IP Address Assignment and Registration - PrepaNet assigns IP addresses through the American Registry for Internet Numbers ("ARIN"). IP addresses are not portable unless provided to Customer directly b

DEDICATED INTERNET ACCESS SERVICE (CONT'D)

- 3.4. y ARIN. PrepaNet will assign a Customer the number of addresses Customer projects it will require for its end-users within three months after installation of PrepaNet Dedicated Internet Access. Additional assignments will be made upon request.
 - 3.5. Unless otherwise specified, Customers are provided with a set of 6 (six) assignable static IP addresses and support for one Domain Name.
 - 3.6. DNS Services - All customers are required to have at least one unique domain name registered with an ICANN-approved registrar. Customer is responsible for paying all domain name fees assessed by registrars. Domain Name Servers ("DNS") translate domain names (such as www.companyname.com) to numeric IP addresses and IP Addresses to domain names. Prior to establishing Internet service, the Customer must decide how DNS will be provided and assure that DNS has been implemented for the registered domain.
 - 3.7. Value added services associated with Domain Name Services (DNS) are also included in the Service. Additional Primary and Secondary DNS can be provisioned upon customer request.
 - 3.7.1. Primary DNS - PrepaNet records translations between Customer's domain names and IP addresses on its DNS servers and offers its DNS servers as the primary source for that information with ARIN and the relevant domain name registry.
 - 3.7.2. Secondary DNS - PrepaNet records translations between Customer's domain names and IP addresses on its DNS servers and offers its DNS servers as a backup source for that information in the event the primary DNS is inaccessible.
 - 3.8. Proactive Monitoring - PrepaNet offers 24x7 proactive monitoring of Dedicated IP circuits to ensure service availability, along with utilization reports to assess overall network performance.
4. Terms and Conditions
- 4.1. Dedicated local access is required for the Service. The customer must purchase PrepaNet-provided local access facilities which will be provided under a separate agreement.
 - 4.2. If the CPE is provided by PrepaNet, PrepaNet will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide PrepaNet unrestricted access to PrepaNet-provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities.
 - 4.3. Customers who choose to provide their own DIA routers will be solely responsible for all router maintenance, management, and support.
 - 4.4. Port Upgrades - Customer may upgrade an existing Port before a Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (A) is installed at the same location as the replaced Port; (B) has a Term equal to or greater than the remaining Term of the replaced Port, subject to a one year minimum; and (C) has greater Port bandwidth than the replaced Port.

DEDICATED INTERNET ACCESS SERVICE (CONT'D)

- 4.5. Due to the nature of the Dedicated Internet Access Service it will be necessary to perform preventive maintenance and software updates. This will mean that the Service may be unavailable during the period of time when preventive maintenance is being performed. The Company will attempt to notify of identified maintenance outages,

5. Limitations

- 5.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 5.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC's Rules and Regulations.

6. Rate Structure

- 6.1. Dedicated Internet Access provides Customer with access to the Internet through a connection into a router or switch. The primary service components for the Services are a Port and Customer Access. PrepaNet will charge Customer a Monthly Recurring Charge ("MRC") and a Non-Recurring Charge ("NRC") for the Service.
- 6.2. The follow rates categories are applicable to Dedicated Internet Access Service:

E. Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that Dedicated Internet Access Service is provided. For billing purposes, each month is considered to have thirty (30) days.

F. Nonrecurring Charges

Nonrecurring charges (NRC) are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply to Dedicated Internet Access Service are:

- vi. Activation and Provisioning

A NRC applies for each service element activated and provisioned.

Issued: December 31, 2015

Effective: December 31, 2015

DEDICATED INTERNET ACCESS SERVICE (CONT'D)**7. Term Pricing Plan**

- 7.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 7.2. Dedicated Internet Access Service is available on a monthly basis with a one-year minimum term, or under a three (3) or five (5) year term payment plan, for which corresponding discount rates are applicable. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- 7.3. Upon completion of the term payment plan contract the customer may renew their contract at the current, tariffed rates. If customer does not renew their contract prior to the expiration date and does not elect to discontinue Dedicated Internet Access Service, PrepaNet will furnish Dedicated Internet Access Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).
- 7.4. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

8. Rates and Charges**Dedicated Internet Access Service (including transport)**

Capacity	Non Recurring Charges	Monthly	36 Month Term	60 Month Term
10 Mbps	\$1,000	\$2,250	\$2,025	\$1,915
20 Mbps	\$1,000	\$3,500	\$3,150	\$2,975
50 Mbps	\$1,000	\$6,500	\$5,850	\$5,525
100 Mbps (or over)	ICB	ICB	ICB	ICB

Issued: December 31, 2015

Effective: December 31, 2015

PREPANET
48 Muñoz Rivera Avenue
Aqua Blue at the Golden Mile
San Juan PR 00918

DEDICATED INTERNET ACCESS SERVICE (CONT'D)**9. Special Pricing Arrangements**

9.1. In lieu of the rates set forth in this Tariff, rates and charges for PrepaNet's services may be established at negotiated rates on an Individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such agreements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

10. Service Level Agreement

The following SLA agreement terms apply:

10.1. Performance

- C. PrepaNet has designed its network to have PREPA.Net guarantees 99.97% network uptime over a 12-month period (excludes scheduled maintenance activity).

10.2. Performance Monitoring and Reporting

- G. The Company will be responsible for performing monitoring up to a demarcation point between Company facilities and other facilities.
- H. The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the Circuit demarcation point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
- I. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.

10.3. Maintenance and Repair

- I. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- J. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the demarcation point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service

Issued: December 31, 2015

Effective: December 31, 2015

DEDICATED INTERNET ACCESS SERVICE (CONT'D)

restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.

- K. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
- L. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.

10.4. Credit Allowance for Service Interruptions

- I. If the customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:
 - Network Unavailability equal to or greater than four (4) hours, but less than sixteen (16) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than sixteen (16) hours, but less than twenty four (24) hours in a calendar month: seven (7) days Service Credit.
 - Network Unavailability equal to or greater than twenty four (24) hours in a calendar month: thirty (30) days Service Credit.
- J. Unless the customer has been notified of Network Unavailability by PREPA.Net, the customer should notify PREPA Net Network Operations Center of such Network Unavailability promptly during such Network event.
- K. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.
- L. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.

WIMAX FIXED WIRELESS ACCESS SERVICE**1. General**

1.1. The Fixed Wireless Access service provides broadband connectivity wirelessly through WiMAX technology. WiMAX (Worldwide Interoperability for Microwave Access) refers to broadband wireless networks that are based on the IEEE 802.16 standard, which ensures compatibility and interoperability between broadband wireless access equipment.

2. Definitions

2.1. The following definitions apply only to the Fixed Wireless Access Service:

- DD. Base Station - is a radio receiver/transmitter that serves as the hub of a local wireless network, and also serves as the gateway between a wired network and the wireless network. It typically consists of a low-power transmitter and wireless router. They are made up of three main elements: antennas, a supporting structure such as a mast or building to hold the antennas, and equipment to power the base station and radio equipment, which is housed in protective cabinets.
- EE. Customer Premises Equipment (CPE) - represents means a device which, when registered by PrepaNet, provides Access to the Network Services; Also referred to as a "Subscriber Station".
- FF. Megabit Per Second (Mbps) – The speed with which the data is being transferred in a network, where one Mbps equals the transfer rate of 1 million bits of data in 1 second.
- GG. Router - A router is a device that interconnects two or more computer networks, and selectively interchanges packets of data between them. Each data packet contains address information that a router can use to determine if the source and destination are on the same network, or if the data packet must be transferred from one network to another.
- HH. Subscriber - means the natural person or legal entity that signs up and is connected to PrepaNet's WiMAX Network and whose particulars appear on a duly completed Registration Form;

3. Service Description

- 3.1. The Fixed Wireless Access service employs WiMAX technology to provide an alternative access method through a wireless network. The technology can cover up to 3-10 miles (5-15 Km) depending on the terrain, structure density and other factors.
- 3.2. This technology operates in a frequency range which fluctuates between 2 GHz and 66 GHz, utilizing from 1.5 MHz to 20 MHz of spectrum per each transmitter enabling data exchange rates of up to 20 Mbps.
- 3.3. Network coverage is provided with the help of a WiMax Base Station. At the customer premises, a wireless receiver (Subscriber Station) is installed. Signals are transmitted between the Base S

WIMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)

- 3.4. tation and the Subscriber Station in Line-of-sight and Non-line-of-sight manners.
- 3.5. When the subscriber is located within close proximity - up to 2 km from a base station – it is possible to achieve a stable signal using a compact, portable CPE device. However, when the distance from the base station is greater (from 3 to 10 km) achieving a stable connection is done with the use of a stationary outdoor unit with a fixed antenna. This configuration provides the maximum transfer rate and a highly stable connection. It is recommended for business customers.

4. Terms and Conditions

- 4.1. PrepaNet shall utilize its best efforts to promptly comply with any supply and/or installation requirements submitted through a subscriber order. PrepaNet may in its discretion refer the Subscriber to a third party who may undertake the installation in its own name and not as an agent of PrepaNet.
- 4.2. The Subscriber shall ensure that PrepaNet or approved third parties have access when required for any repair or maintenance activities deemed necessary.
- 4.3. The Subscriber shall be responsible for obtaining all necessary approvals and authorizations imposed by any competent authority and required for the purpose of any such supply and/or installation, and the Subscriber hereby indemnifies PrepaNet against any claim or liability suffered by PrepaNet by reason of such approvals and authorizations not having been obtained.
- 4.4. The Subscriber shall be responsible for any additional costs to be incurred to make its building or premises suitable for the installation or any additional accessories that may be required to provide the Network Services.

5. Fair Usage Policy

- 5.1. All PrepaNet Network Services are provided to the Subscriber in line with PrepaNet's Fair Usage Policy. The Subscriber agrees to use all Network Services, whether for private or commercial purposes, within the following guidelines. The Subscriber undertakes that themselves, anyone in their household, or when applicable, anyone in their business shall comply with this policy.
- 5.2. Inappropriate Uses
 - 5.2.1. Inappropriate use of the service means any usage which is determined as unconventional by PrepaNet according to provisions listed below, or otherwise negatively impacts PrepaNet's network, its users or their accesses.
 - 5.2.2. Inappropriate use of promotions means any participation in Promotional Plans which is determined as "fraudulent use" by PrepaNet.

WIMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)

- 5.2.3. "Fraudulent use" includes purchasing more than one WiMAX Service during PrepaNet's promotions and reselling it to someone else without PrepaNet's consent.
- 5.2.4. Any attempt of misuse of other users' WiMAX CPEs (including hacking) shall be considered as "fraudulent use".
- 5.2.5. PrepaNet's Network Services may not be used for the following:
- 5.2.5.1. Unlawful, fraudulent, criminal or otherwise illegal activities;
 - 5.2.5.2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, libelous, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of copyright, trademark, intellectual property, confidence, privacy or any rights of any other person;
 - 5.2.5.3. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material that is related to or in any way connected to acts or threats of acts of terrorism;
 - 5.2.5.4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, Trojans, Worms, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by PrepaNet or any other Internet user or persons;
 - 5.2.5.5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person such as sending unsolicited email or any email that causes complaints from the recipients of the unsolicited email;
 - 5.2.5.6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
 - 5.2.5.7. Anything that may disrupt, restrict, inhibit or interfere with PrepaNet's Network, Network Services or other Subscribers, or cause an Internet host or the Network to crash including launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks;
 - 5.2.5.8. Making excessive use of, or placing unusual burdens on, the Network, or any activity that is likely to impair or degrade the performance of the Network
 - 5.2.5.9. Circumventing the user authentication or security process of an Internet host or the PrepaNet Network or any attempt to obtain Network Services by any means or device with the intent to avoid payment;

WiMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)

- 5.2.5.10. Run programs or servers that provide network services to others such as, but not limited to, providing an internet café (coffee net) service, operating a web/mail/ftp server to serve external connections, unless that right has been incorporated into another Agreement with PrepaNet.

6. Limitations

- 6.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 6.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC's Rules and Regulations.

7. Rate Structure

- 7.1. There are two service categories associated with the offering: Residential and Commercial. PrepaNet will charge the customer a Monthly Recurring Charge ("MRC") and a Non-Recurring Charge ("NRC") for the Service.
- 7.2. The follow rates categories are applicable to the Fixed Wireless Access Service:

G. Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that the Fixed Wireless Access Service is provided. For billing purposes, each month is considered to have thirty (30) days.

H. Nonrecurring Charges

Nonrecurring charges (NRC) are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply to the Fixed Wireless Access Service are:

- vii. Activation and Provisioning

A NRC applies for each service element activated and provisioned.

WiMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)**8. Term Pricing Plan**

- 8.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 8.2. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied.

9. Rates and Charges**Fixed Wireless Access Service
RESIDENTIAL**

Download / Upload Speeds	Non Recurring Charges	Monthly Recurring Charge
1 Mbps / 1 Mbps		\$29.95
2 Mbps / 1 Mbps	\$99	\$39.95
5 Mbps / 1 Mbps		\$59.95
10 Mbps / 1 Mbps		\$79.95

All Residential services include:

- Subscriber Station CPE
- Dynamic IP addressing
- Up to two (2) email addresses
- 500 MB of Storage space

COMMERCIAL

Download / Upload Speeds	Non Recurring Charges	Monthly Recurring Charge
2 Mbps / 1 Mbps		\$49.95
5 Mbps / 1 Mbps	\$150	\$99.95
10 Mbps / 1 Mbps		\$139.95
20 Mbps / 5 Mbps*		\$209.95

All Commercial services include:

Issued: December 31, 2015

Effective: December 31, 2015

WIMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)

- Subscriber Station CPE
- Dynamic IP addressing
- Up to five (5) email addresses
- 2 GB of Storage space

10. Special Pricing Arrangements

- 10.1. In lieu of the rates set forth in this Tariff, rates and charges for PrepaNet's services may be established at negotiated rates on an Individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such agreements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

11. Service Level Agreement

The following SLA agreement terms apply:

11.1. Performance

- D. PrepaNet has designed its network to have PREPA.Net guarantees 99.97% network uptime over a 12-month period (excludes scheduled maintenance activity).

11.2. Performance Monitoring and Reporting

- J. The Company will be responsible for performing monitoring up to a demarcation point between Company facilities and other facilities.
- K. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.

11.3. Maintenance and Repair

- M. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- N. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the demarcation point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.

Issued: December 31, 2015

Effective: December 31, 2015

PREPANET
48 Muñoz Rivera Avenue
Aqua Blue at the Golden Mile
San Juan PR 00918

WIMAX FIXED WIRELESS ACCESS SERVICE (CONT'D)

- O. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
- P. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.
- 11.4. Credit Allowance for Service Interruptions
- M. If the customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:
- Network Unavailability equal to or greater than four (4) hours, but less than sixteen (16) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than sixteen (16) hours, but less than twenty four (24) hours in a calendar month: seven (7) days Service Credit.
 - Network Unavailability equal to or greater than twenty four (24) hours in a calendar month: thirty (30) days Service Credit.
- N. Unless the customer has been notified of Network Unavailability by PREPA.Net, the customer should notify PREPA Net Network Operations Center of such Network Unavailability promptly during such Network event.
- O. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.
- P. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.