

PUERTO RICO TELECOMMUNICATIONS TARIFF

OF

PRIMUS TELECOMMUNICATIONS, INC.

This tariff contains the regulations and rates applicable for the furnishing of facilities-based and resold local exchange telecommunications services provided by Primus Telecommunications, Inc. within the Commonwealth of Puerto Rico. This tariff is on file with the Puerto Rico Telecommunications Regulatory Board. Copies may be inspected during normal business hours at the Company's principal place of business, 1700 Old Meadow Drive, 3<sup>rd</sup> Floor, McLean, VA 22102 or at its Puerto Rico office, Metro Office Park, Street 1, Building 6, Guaynabo, PR 00968.

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Issued: August 23, 2000

Effective: August 24, 2000

Issued by: K. Paul Singh, President  
Primus Telecommunications, Inc.  
1700 Old Meadow Drive, 3<sup>rd</sup> Floor  
McLean, VA 22102



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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

STSJ Overseas Telephone Co. d/b/a TresCom Puerto Rico Division/Primus

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a CHANGE in regulation
- (D) - To signify a DELETION or DISCONTINUANCE
- (I) - To signify a rate INCREASE
- (M) - To signify material MOVED to or from another location
- (N) - To signify a NEW rate or regulation
- (R) - To signify a rate REDUCTION
- (T) - To signify a change in TEXT or Regulation But No Change In Rate or regulation

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Board. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Board follows in their tariff approval process, the most current sheet number on file with the Board is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Board, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Board.

APPLICATION OF TARIFF

This tariff applies to facilities-based and resold local exchange telecommunications services furnished by Primus Telecommunications, Inc. ("Company") to business and residential Customers between and among points within the Commonwealth of Puerto Rico in accordance with the conditions which are set forth herein. These services are also provided in conjunction with services under Company's federal tariffs.

Facilities-based and resold telecommunications services are available for origination and termination where technologically and/or economically feasible, within the Commonwealth of Puerto Rico.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signalling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Board - Refers to the Puerto Rico Telecommunications Regulatory Board.

Company - Refers to Primus Telecommunications, Inc.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed call.

MMRC - Minimum Monthly Revenue Commitment.

PR-TRB or Board - Denotes the Puerto Rico Telecommunications Regulatory Board.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by Company which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Company-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Company-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing Company's services.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to facilities-based and resold local exchange telecommunications services provided by Company for telecommunications between points within the Commonwealth of Puerto Rico. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the local telecommunications services of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Company

- 2.3.1 Company shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Company's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Company's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 Company shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Company.
- 2.3.3 Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with Company's services.
- 2.3.4 Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Company (Cont'd)

- 2.3.5 Company shall not be liable for and shall be indemnified and saved harmless by any Subscriber, User or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, User or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, User or any other entity or any other property whether owned or controlled by the Subscriber, User or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, User or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Company which is not the direct result of Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Company.
- 2.3.6 Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.7 Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service, unless such use results solely from the negligence or willful misconduct of Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Company on the Subscriber's behalf.
- 2.4.3 If required for the provision of Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Company and the Subscriber when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Company's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Subscribers, Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay Company for replacement or repair of damage to the equipment or facilities of Company caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.3 above, arising in connection with the provision of service by Company, and shall protect and defend Company from any suits or claims against Company and shall pay all expenses and satisfy all judgments rendered against Company in connection herewith. Company shall notify the Subscriber of any suit or claim against Company of which it is aware.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation by Company

2.5.1 Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of the Company's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation by Company (Cont'd)

2.5.2 Company may discontinue service according to the following conditions upon five (5) days written notice:

- A. For violation of Company's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the Company and Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.5.3 The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.5.4 The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Billing Disputes and Suspension of Service**

- 2.6.1 Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer by PRTC. Service continues to be provided until canceled by the Customer on not less than thirty (30) days notice.
- 2.6.2 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and usage charges are billed monthly in arrears while all monthly fixed recurring charges are billed in advance.
- 2.6.3 The Customer shall have fifteen (15) calendar days, counted from the date a bill is sent, to pay or dispute charges arising-out of the bill. Government customers, either state or federal, shall have thirty (30) calendar days to pay or dispute the charges. The Customer shall report a billing dispute by telephone, in writing (by mail), or in person, at the Company's offices. If the Customer reports a dispute in person, the Customer must request that the written document presenting the dispute be signed or stamped by the Company. It shall be the Company's responsibility to carry out an investigation with respect to a disputed bill. The Company may suspend any service for a customer who does not make a payment or fails to dispute the bill within the time previously indicated. The Customer shall pay all charges that are part of the bill that are not in dispute, if any. The Company shall not initiate an investigation pertaining to a disputed bill, nor shall it accept a complaint with respect to the same until the Customer has paid all charges that are not in dispute. The complaint shall not be accepted until the Customer has paid the amount of the bill that is not in dispute. In this first contact phase between the Company's customer service representative and the Customer, the Company shall have thirty (30) calendar days to notify the Customer, in writing, of the result of the investigation. The notice shall advise the Customer of its rights to make a written appeal, as well as the appropriate time to present it.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payments and Billing (Cont'd)

2.6.4 If the result of the investigation is adverse to the Customer, the Customer shall have ten (10) calendar days to appeal the customer service representative's decision before the Company. The appeal shall be presented in writing. The ten (10) day period shall begin from the time the notification of the decision is sent to the Customer. The Company shall assign a higher ranking representative or, in the absence of such, a Customer service representative other than the one who first investigated the initial complaint to attend to the appeal. If an appeal is not presented or payment is not made within the allotted time, the Company may continue with its internal procedures for disconnecting service for nonpayment.

2.6.5 The Company shall have ten (10) calendar days to review the appeal, and to notify the Customer in writing of its decision. The notice shall advise the Customer of the Customer's rights to present a written petition for review of the decision to the Board, and the time to present it. The Company shall also notify the Customer of the Board's review procedures as laid out in the following clause. If the appeal is adverse to the Customer, the Customer shall pay the outstanding balance within twenty (20) days from the date the decision was notified. The Company may, at its own discretion, establish a payment plan for the outstanding balance. If the Customer does not comply with the payment arrangements, the Company may suspend, disconnect and cancel service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Payments and Billing (Cont'd)**

- 2.6.6 If the Customer is not satisfied with the result of the appeal, the Customer may take the dispute to the Board, for its review, within thirty (30) days from the notice concerning results of the appeal. The Board shall only address cases at the review level. If a petition for review is not presented to the Board, and payment is not made on the balance in question, the Company may continue with its internal procedures for disconnecting service for nonpayment.
- 2.6.7 A petition for review before the Board shall be in writing, and it shall contain the following information: the Customers' name and address, the name of the Company, pertinent facts, a summary of the Company's decision, applicable legal authorities (if known by the Customer), and the remedy sought. The petition may be handwritten or typed. The Customer must sign the petition and send a copy to the company in question. The petition may be sent by mail or delivered in person to the Board during normal business hours. The Board's address is as follows: Avenida Arterial Hostos #235, Capital Center Building, Torre Norte, Suite 901, Hato Rey, Puerto Rico. The petition shall only comply with the aforementioned procedural requirements. The Customer shall not be obligated to comply with Article 5.4(a) of the ***General Rules of Practice and Procedure*** (promulgated by the Board) in order to submit a petition for review.
- 2.6.8. The Customer must pay the balance on the bill that is not in dispute, if any, when presenting an objection with respect to the bill, during the first phase of the procedure. The Customer shall also pay any charges not objected to that are incurred charges not objected to while the dispute is being resolved.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payments and Billing (Cont'd)

- 2.6.9. During the objection and appeal phases, the Company may not suspend service. The Company may suspend service if the customer objects to paying part of the bill and does not make payments on the portion of the balance not in dispute, at the time the complaint is made.
- 2.6.10. If a customer does not pay or exhausts the remedies available to him/her under the procedure established in these regulations, the Company may suspend the service twenty (20) days after the transmittal of a notification of suspension. The service may not be suspended on those days on which the Company does not open its offices to the public on the following day. The service may not be suspended on a Friday, Saturday, Sunday, holiday, nor on a business day before a holiday.
- 2.6.11. The Company must deliver these Regulations (relating to Billing disputes and suspension of service) to each new customer. Moreover, all invoices forwarded by the Company to its customers must contain a warning stating that they will have a fifteen (15) day period to pay or dispute it, under the assurance that their service will not be affected. The Company must also advise the Customer that the Company has a procedure to receive objections regarding billing and that the Customer may obtain written information and personal orientation by a visit or a telephone call to the Company. In case the Customer visits the company to file an objection to the invoice, the Company shall deliver a written document that includes the description of the whole procedure regarding the suspension of service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints

- 2.7.1. The Customer shall file a complaint by telephone, in writing or in person at the company's offices. If the Customer files a complaint in person, the Customer must request that complaint document be signed and stamped by the Company. It shall be the Company's responsibility to carry out an investigation regarding the Customer's complaint.
- 2.7.2. The Company shall have a registry with all the complaints filed by all customers by telephone, mail or in person. The registry shall have the name of the Customer, the date when the complaint was filed, type of complaint and the remedy sought.
- 2.7.3. The Company shall have fifteen (15) calendar days to notify its customer, in writing, of the result of the investigation and the Company's decision regarding the complaint. The notice shall advise the Customer of its right to make a written request for review before the Board, as well as the time to present such a review. The Company shall inform the Customer about the Board's review procedures in the manner indicated in the following subsection.

SECTION 2. RULES AND REGULATIONS (Cont'd)2.7 Customer Complaints (Cont'd)

2.7.4. If the Customer is not satisfied with the result of the Company's investigation he may take the dispute to the Board, for its review, within thirty (30) days of the Company's notification concerning the results of its investigation. A petition for review before the Board shall be in writing, and it shall contain the following information: the Customers' name and address, the name of the Company, pertinent facts, a summary of the Company's decision, applicable legal authorities (if known by the Customer), and the remedy sought. The petition may be handwritten or typed. The Customer must sign the petition and send a copy to the Company in question. The petition for review may be sent by mail or hand delivered to the Board during normal business hours. The Board's address is as follows: Avenida Arterial Hostos #235, Capital Center Building,, Torre Norte, Suite 901, Hato Rey, Puerto Rico. The petition for review shall only comply with the aforementioned requirements before mentioned. The Customer shall not be obligated to comply with the provisions of Article 5.4(a) of the *General Rules of Practice and Procedure* in order to submit a petition for review.

SECTION 2. RULES AND REGULATIONS (Cont'd)2.8 Billing Entity Conditions

When billing functions on behalf of Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.9 Deposits

Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. An existing subscriber may be required to make a deposit or increase a deposit presently held. A deposit is not to exceed the estimated charges for two (2) months' service plus installation. A deposit will be returned upon the discontinuance of service or at the end of six (6) months of a satisfactory credit history. The fact that a tariff has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation. The Company will pay interest on deposits pursuant to the rules and regulations of the Commonwealth of Puerto Rico.

2.10 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.11 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 90% during peak use periods or all FGD services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Promotions

Company may from time to time offer promotional services.

2.13 Interconnection

2.13.1 The Customer shall secure all license, permits, right-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.

2.13.2 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense.

2.13.3 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Shortage of Equipment or Facilities

2.14.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.14.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.15. Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

2.15.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.15.3 Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminate by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15. Terms and Conditions (Cont'd)

2.15.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.15.5 This tariff shall be interpreted and governed by the laws of the Commonwealth of (Puerto Rico) without regard for its choice of law provision.

2.15.6 Any other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.15.7 To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall joint the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2. RULES AND REGULATIONS (Cont'd)2.16 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.17 Provision of Equipment and Facilities**

- 2.17.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.17.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.17.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.17.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.17.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.17 Provision of Equipment and Facilities (Cont'd)**

2.17.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.17.7 Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

**2.18 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.19 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

- 1) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; or
- 8) in advance of its normal construction.

2.19.1 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.20 Universal Emergency Telephone Number Service

- 2.20.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunction in the service, nor does the Company undertake such responsibility.
- 2.20.2 911 or E911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- 2.20.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).
- 2.20.4 911 or E911 emergency telephone number service may be provided by the Company's underlying carrier.
- 2.20.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

SECTION 2. RULES AND REGULATIONS (Cont'd)2.20 Universal Emergency Telephone Number Service (Cont'd)

2.20.6 The Company assumes no liability for any infringement, or invasion of any right of privacy or any persons caused, or claimed to be caused, directly or indirectly by the use of 911 or E911 service. Under the terms of this tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend, and hold harmless the Company for any infringements of invasion of the right or privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 or E911 service hereunder, and which arise out of the negligence, or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or its agents.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.21 Customer Equipment and Channels**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.22 Station Equipment**

2.22.1 Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Correction.

2.22.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.23 Inspections**

2.23.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.23.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**2.24 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.25. Cancellation of Application for Service**

- 2.25.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.25.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6) percent).
- 2.25.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.25.4 The special charges described above will be calculated and applied on a case-by-case basis.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.26. Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premise locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.27. Establishing and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

2.28. Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.29 Credit for Interruptions**

2.29.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.29.2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.29.3 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:

- 1) If interruption continues for less than twenty-four (24) hours:
  - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
  - b) 2/30ths of the monthly rate if there was a previous interruption of at least twenty-four (24) hours in the same billing period.
- 2) if interruption continues for more than twenty-four (24) hours:
  - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30<sup>th</sup> of the monthly rate for each twenty-four (24) hours of interruption.
  - b) for other interruptions, 1/30th of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.

Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.29 Credit for Interruptions (Cont'd)

## 2.29.4 Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

## 2.29.5 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowances shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.29 Credit for Interruptions (Cont'd)

2.29.6. Limitations on Allowances

No credit allowances will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.29.7 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.30 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth above.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

**2.31 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year;
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to the Company if the Company can utilize the equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.32 Unauthorized Use of the Network**

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

**2.33 Liability for Calling Card Fraud**

2.33.1 The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

2.33.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enable the Customer or users(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

2.33.3 The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.

2.33.4 The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

2.33.5 The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.34 Liability for Credit Card Fraud and Other Unauthorized Use

- 2.34.1 The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. An credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 2.34.2 The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- 2.34.3 The Customer must give the Company written notice that an unauthorized use of the credit card has occurred. Notices should be sent to:

Primus Puerto Rico Office  
Metro Office Park, Street 1  
Building 6  
Guaynabo, PR 00968.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.35 Use of Customer's Service by Others****2.35.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Board regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.35.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.36 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.37 Notices and Communications

- 2.37.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.37.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.37.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- 2.37.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.38 Telephone Surcharges

2.38.1 General

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.38.2 Public Pay Telephone Surcharge

An undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to usage charges, applicable service and surcharges associated with the Company's service as set forth herein, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The applicable Public Pay Telephone Surcharge is \$0.30 per call.

SECTION 3. SERVICE DESCRIPTIONS AND RATES

3.1 Business Service

There are three types of business lines offered. Business Main Station Regular Line Service provides a Customer with one or more analog, voice-grade telephone communications channels that can be used to place or receive one call at a time. Business Main Station Regular Lines are provided for connection of Customer-provided single-terminal equipment such as station sets of facsimile machines.

Business Main Line Service provides lines for key systems in businesses with multi-line needs. Business Main Line Service provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Business Main Lines are provided for connection of Customer provided key systems.

Normal Access Lines for Intelligent CPE are provide for connection of other types of customer provide station equipment.

SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Business Service (Cont'd)

3.1.1 Unlimited one (1) party, per month, per line capacity of central office.

<u>Service</u>	<u>Zone</u>	<u>PRTC CO Capacity</u>	<u>Monthly Rate</u>
Basic Business Station, per line	1	40,000 +	\$23.05
Basic Business Station, per line	2	10,001 – 40,000	\$22.35
Basic Business Station, per line	3	5,001 – 10,000	\$21.90
Basic Business Station, per line	4	1,001 – 5,000	\$25.25
Basic Business Station, per line	5	201 – 1,000	\$21.60
Basic Business Station, per line	6	0 – 200	\$19.30

3.1.2 Unlimited one (1) party, per month, per line capacity of central office.

<u>Service</u>	<u>Rate Zone</u>	<u>PRTC CO Capacity</u>	<u>Monthly Rate</u>
Basic Main, per line	1	40,000 +	\$36.65
Basic Main, per line	2	10,001 – 40,000	\$35.65
Basic Main, per line	3	5,001 – 10,000	\$35.00
Basic Main, per line	4	1,001 – 5,000	\$38.25
Basic Main, per line	5	201 – 1,000	\$34.60
Basic Main, per line	6	0 – 200	\$32.90

3.1.3 Normal Access line for Intelligent CPE

Monthly	\$36.80
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3.1.4 Non-Recurring Charge

Outside Move	Basic Business, per line	\$120.00
	Basic Main, per line	\$130.00
	Normal Access Line for Intelligent CPE	
	- First	\$150.00
	- Additional	\$ 75.00

SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Business Service (Cont'd)

3.1.5 Measured Service

Measured service is any call originated and terminated within the same metropolitan area.

Per Unit \$0.13

3.1.6 Measured Service Call Allowance

Each Business Line (both types) (excluding additional trunks)

Local usage allowance (# of units) 85

3.1.7 Touch Tone

Rotary service will be provisioned unless touch tone service is requested. Touch tone allows quicker dialing access to many features unavailable to rotary users.

Touch Tone Service for Main Station Business \$2.50

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**SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)****3.1 Business Service (Cont'd)****3.1.8 Call Features**

Custom Calling Service features are available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service or from all serving offices. Transmission levels may not be sufficient in all cases.

**3.1.8.1 Description**

Call Acceptance/Restrictions: Allows the receiver of the call to designate unknown numbers to restrict or accept access. The selective feature allows the receiver of the call to automatically accept or reject specific numbers.

Call Forwarding: Redirects attempted calls to another Customer-specified line. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Enhanced call forwarding gives the user the option to add features such as Line Termination and Speed Calling.

Caller ID: This service identifies the number of the calling party.

Call Return: Allows the Customer to return a call that is never completed by a dialing a code.

Call Trace: Permits a Customer to automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided by law enforcement officials upon the written request of the Customer.

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**SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)****3.1 Business Service (Cont'd)****3.1.8 Call Features (Cont'd)****3.1.8.1 Description (Cont'd)**

Call Waiting: Call Waiting (CW) provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. The Customer may also disable CW by dialing a special code prior to placing the call, and is automatically deactivated when the Customer disconnects from the call.

Call Waiting ID: Provides for the display of incoming telephone numbers when the line is in use on a Customer-provided display device attached to the Customer's telephone line or on a Customer-provided telephone or answering machine with a display screen. The Company will forward all telephone numbers subject to technical limitations.

Distinctive Ringing: Provides a unique pattern of ringing to permit the user to distinguish the nature of the incoming call.

Group Hunting: Allows the user to set a group of lines a ring down lines that a call will automatically ring to if the preceding line is busy.

Repeat Dialing: Allows for a busy number to be continuously redialed with the Customer makes and receives other calls.

Speed Calling: Allows a use to dial selected numbers using one (1) or two (2) digits. Up to eight (8) numbers (single digit, or 30 numbers with two digits) can be selected.

Three-way Calling: Allows a Customer to add a third party to an existing two-way call and for a three-way call. The call must have been originated from outside the station group and terminated to a station within the station group.

SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Business Service (Cont'd)

3.1.8 Call Features (Cont'd)

3.1.8.2 Rates

Individual Services Rates	<u>Monthly</u>
Enhanced Call Forwarding Service	\$12.80
Feature Line Termination	\$2.25
Speed Calling – 8 number capacity	\$2.40
Speed Calling – 30 number capacity	\$4.80
Feature Speed Calling Group	\$6.75
Conference Arrangement, Attendant Conference	\$5.75
Conference Arrangement, Meet Me Conference	\$1.75
Conference Arrangement, Station Conference	\$1.75
Music On Hold	\$30.00
Paging Access	\$30.00
Call Waiting	\$1.50
Call Forwarding	\$1.50
Three Way Calling	\$1.50
Caller ID	\$7.50
Repeat Call	\$3.50
Return Call	\$3.50
Anonymous Call Rejection	\$3.75
Distinctive Ringing	\$2.50
Selective Call Forwarding	\$1.75
Selective In-Call Restrictions	\$1.75
Selective Call Acceptance	\$2.50
Group Hunting	\$10.00

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SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)3.1 Business Service (Cont'd)

## 3.1.8 Call Features (Cont'd)

## 3.1.8.2 Rates

Service Packages	<u>Monthly</u>
3-way calling, call forwarding	\$3.60
Call Waiting, 3-way calling, speed calling – 8	\$5.40
Call Waiting, 3-way calling, speed calling – 30	\$7.20
Repeat call and return call	\$3.90
Repeat call and distinctive ringing	\$3.30
Repeat call and selective call forwarding	\$3.30
Repeat call and selective in-call restrictions	\$3.30
Repeat call and selective call acceptance	\$3.30
Return call and distinctive ringing	\$3.30
Return call and selective call forwarding	\$3.30
Return call and selective in-call restrictions	\$3.30
Return call and selective call acceptance	\$3.30
Distinctive ringing and select call forwarding	\$2.75
Distinctive ringing and selective in-call restrictions	\$2.75
Distinctive ringing and selective call acceptance	\$2.75
Select call forwarding and selective in-call restrictions	\$2.75
Select call forwarding and selective call acceptance	\$2.75
Selective in-call restrictions and selective call acceptance	\$2.75
Repeat call, return call and distinctive ringing	\$4.95
Repeat call, return call and select call forwarding	\$4.95
Repeat call, return call and selective in-call restrictions	\$4.95
Repeat call, return call and selective call acceptance	\$4.95
Repeat call, distinctive ringing and select call forwarding	\$4.40
Repeat call, distinctive ringing and selective in-call restrictions	\$4.40
Repeat call, distinctive ringing and selective call acceptance	\$4.40
Repeat call, select call forwarding and selective in-call restrictions	\$4.40
Repeat call, select call forwarding and selective call acceptance	\$4.40

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**SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)****3.1 Business Service (Cont'd)****3.1.8 Call Features (Cont'd)****3.1.8.2 Rates**

Service Packages (Cont'd)	<u>Monthly</u>
Return call, distinctive ringing and select call forwarding	\$4.40
Return call, distinctive ringing and selective in-call restrictions	\$4.40
Return call, distinctive ringing and selective call acceptance	\$4.40
Return call, select call forwarding, and selective in-call restrictions	\$4.40
Return call, select call forwarding, and selective call acceptance	\$4.40
Return call, selective in-call restrictions, and selective call acceptance	\$4.40
Distinctive ringing, select call forwarding, and selective in-call restrictions	\$3.85
Distinctive ringing, select call forwarding, and selective call acceptance	\$3.85
Distinctive ringing, select in-call restrictions and selective call acceptance	\$3.85
Select call forwarding, select in-call restrictions, selective call acceptance	\$3.85
Repeat call, return call, distinctive ringing, select call forwarding	\$5.95
Repeat call, return call, distinctive ringing, selective in-call restrictions	\$5.95
Repeat call, return call, distinctive ringing, selective call acceptance	\$5.95
Repeat call, return call, select call forwarding, select in-call restrictions	\$5.95
Repeat call, return call, select call forwarding, select call acceptance	\$5.95
Repeat call, return call, selective in-call restrictions, select call acceptance	\$5.95
Repeat call, distinctive ringing, select call forwarding, selective in-call restrictions	\$5.45
Repeat call, distinctive ringing, select call forwarding, selective call acceptance	\$5.45
Repeat call, distinctive ringing, selective in-call restrictions, selective call acceptance	\$5.45
Repeat call, select call forwarding, selective in-call restrictions, selective call acceptance	\$5.45
Return call, distinctive ringing, select call forwarding, and Selective in-call restrictions	\$5.45
Return call, distinctive ringing, select call forwarding, and Selective call acceptance	\$5.45

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SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Business Service (Cont'd)

3.1.8 Call Features (Cont'd)

3.1.8.2 Rates

Service Packages (Cont'd)	<u>Monthly</u>
Return call, distinctive ringing, selective call acceptance, and Selective in-call restrictions	\$5.45
Return call, select call forwarding, selective call acceptance, and Selective in-call restrictions	\$5.45
Distinctive ringing, select call forwarding, selective call acceptance, and selective in-call restrictions	\$4.90
Repeat call, return call, distinctive ringing, select call forwarding, selective in-call restrictions	\$6.65
Repeat call, return call, distinctive ringing, select call forwarding, selective call acceptance	\$6.65
Repeat call, return call, distinctive ringing, select call acceptance, selective in-call restrictions	\$6.65
Repeat call, return call, select call forwarding, select call acceptance, selective in-call restrictions	\$6.65
Repeat call, distinctive ringing, select call forwarding, select call acceptance, selective in-call restrictions	\$6.20
Return call, distinctive ringing, select call forwarding, select call acceptance, selective in-call restrictions	\$6.20
Six service package	\$7.80

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SECTION 3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1.9 Directory Assistance (411)

Rates

Per call in excess of ten (10) call allowance, per line/trunk

DA \$0.34

DA Call Completion \$0.30

Operator Call Completion Service, per call \$0.35

Automated Operator, per call \$0.47

3.1.10 Telephone Directory Listing Services

Additional Listing in Alphabetical Section of PRTC's Directory \$5.00

Additional Name in Alphabetical Section of PRTC's Directory \$5.00

Unlisted Number in Alphabetical Section of PRTC's Directory \$2.50

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