



March 10, 2009

VIA HAND DELIVERY AND ELECTRONIC MAIL

Public Utilities Commission of Guam
GCIC Building, Suite 207
Hagatna, GU 96932

Re: Tariff Transmittal No. 2
Pacific Data Systems General Exchange Tariff No. 1

Pacific Data Systems (PDS) files the enclosed Tariff with final revisions specifically the revised pages:

- Table of Contents, First Revised Pages No. 1-2
- Section 1, First Revised Pages No. 6, 11; additional definition
- Section 2, First Revised Page No. 22
- Section 4, First Revised Pages No. 43-45; reduction in tariff for Business Analog Service, addition of tariff for voicemail
- Section 5, First Revised Pages No. 46-47; addition of fractional PRI tariff
- Section 6, Page 48; New – Special Access Services with GCG definition change
- Section 7, Page 51; New – Pay Telephone Services
- Section 8, Page 52; New – Centrex Services

Kindly stamp PDS' copy with effective date.

Respectfully submitted,

John Day
President

THIS FINAL REVISION COPY IS BEING SUBMITTED FOR THE PUC'S RECORDS.



Pacific Data Systems

General Exchange Tariff No. 1

**Regulations and Schedule of Intrastate Charges
Applying to General Exchange Telecommunications
Services within the Territory of Guam**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Title Sheet.....	Title
Table of Contents.....	1
Explanation of Symbols.....	3
Tariff Format	4
Application of Tariff	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations.....	13
2.1 Undertaking of Company.....	13
2.2 Customer's Use of Service	14
2.3 Application for Service	15
2.4 Deposits and Advance Payments	15
2.5 Credit.....	16
2.6 Provision and Maintenance of Service	16
2.7 Special Construction	18
2.8 Service Period.....	20
2.9 Customer Responsibilities	20
2.10 Payments and Billing.....	22
2.11 Taxes.....	24
2.12 Allowances For Interruption of Service.....	24
2.13 Suspension, Termination or Modification of Service by Customer.....	24
2.14 Suspension or Termination of Service by Company.....	25
2.15 Restoration of Service.....	27
2.16 Limitation of Liability.....	28
2.17 Notices.....	32
2.18 Customer Provided Equipment and Interconnection.....	32
2.19 This Section left blank, for future use	33
2.20 Provision and Ownership of Telephone Numbers.....	34
2.21 Emergency Service Number (911)	34
2.22 Promotional Offerings	35
2.23 Special Assembly.....	35
2.24 Individual Case Basis (ICB) Arrangements.....	35
2.25 Discounts	35
2.26 Use of Customer's Service by Others	36
Section 3 – Description of Telephone Services	38
3.1 Application of Rates.....	38
3.2 This Section left blank, for future use	39
3.3 Local Exchange Services Description.....	39

[T]

TABLE OF CONTENTS, Continued

Section 4 – Rates and Charges-Telephone Services	43	[T]
4.1 Analog Telephone Service	43	
4.2 Direct Inward Dialing (DID)	43	
4.3 Custom Calling Services	43	
4.4 Specialized Operator Services Charges	43	
4.5 Local Directory Assistance	43	
4.6 Service Element Charges	44	
4.7 Miscellaneous Service Charges	44	
4.8 Voice Mail.....	45	
Section 5 – Digital Transmission Services	46	
5.1 Integrated Services Digital Network Services	46	
5.2 Rates	47	
Section 6 – Special Access Services	48	[N]
6.1 Special Access Services	48	
6.2 Special Provision	49	
6.3 Rates	50	
Section 7 – Pay Telephone Services	51	
7.1 Pay Telephone Services.....	51	
7.2 Rates	51	
Section 8 – Centrex Services	52	
8.1 General	52	
8.2 Special Provisioning and Terms	52	
8.3 Special Features.....	52	
8.4 Rates	57	

Title: Tariff Administrator
Revised: March 10, 2008



Page 2
Effective: April 10, 2009

EXPLANATIONS OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from or to** another tariff location.
- (N) To signify a **new** rate, regulation condition or Page.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Title: Tariff Administrator
Revised: March 10, 2008



Page 3
Effective: April 10, 2009

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the lower right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. **Page Revisions** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code 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)

Title: Tariff Administrator
Revised: March 10, 2008



Page 4
Effective: April 10, 2009

APPLICATION OF TARIFF

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunications Services offered by Pacific Data Systems ("Company") to Customers located within the Territory of Guam.
- B. The rates and regulations contained in this Tariff apply only to the local exchange telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided to a customer by any other Common Carrier.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- E. This tariff will be maintained and made available for inspection during normal business hours by any Customer at Company's principal business office at 185 Ilipog Drive; HBC Suite 204A, Tamuning, Guam, 96913.

Title: Tariff Administrator
Revised: March 10, 2008



Page 5
Effective: April 10, 2009

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

1.1 3-Way Calling:

Allows a customer to add a third party to the two-way connection.

1.2 Act

[T]

The Communications Act of 1934 (47 U.S.C. §151 et seq) as from time to time amended (including, but not limited to, by the Telecommunications act of 1996).

1.3 Advance Payment:

Part or all of a payment required before the start of service.

1.4 Automatic Number Identification (ANI):

Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, inter-exchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

1.5 Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

1.6 Business Service:

A Service that conforms to one or more of the following criteria:

- 1.6.1 the Service is primarily for paid commercial, professional, governmental, or institutional activity; or
- 1.6.2 the Service is situated in a commercial, professional, governmental or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- 1.6.3 the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- 1.6.4 the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service,

Title: Tariff Administrator
Revised: March 10, 2009

Page 6
Effective: April 10, 2009



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

1.7 Call Waiting:

Allows a customer to receive notification (on a busy line) that there is another incoming call. The customer is then able to put the first call on hold to answer the second call, and then switch between the two calls.

1.8 Called Station:

The terminating point of a call (i.e., the called number).

1.9 Caller ID:

These services apply to the delivery of the caller's number or both incoming and outgoing calls on the customer's line. This service includes Calling number Delivery and Calling Number Delivery Blocking.

1.10 Calling Name Delivery:

Displays the name of the incoming caller on the customer's telephone, if the customer's phone has a Caller Display screen or Caller Display Unit.

1.11 Calling Number Delivery Blocking:

This service is also known as Calling Identity Delivery and Suppression. Provides an alternative mechanism for customers to withhold delivery of the calling number.

1.12 Carrier:

A company authorized by the Public Utilities Commission of Guam or the FCC to provide telecommunications services.

1.13 Channel:

A communications path between two or more points of termination.

1.14 Collect Call:

A billing arrangement where a call is billed to the called station.



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.15 Commission:

The Public Utilities Commission of Guam.

1.16 Company:

Pacific Data Systems

1.17 Customer or Subscriber:

The person, firm, corporation, government agency or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

1.18 Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

1.19 Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

1.20 Delayed Call Forwarding:

This service allows a customer to have incoming calls forwarded to an alternative number if the customer does not answer within a specified time.

1.21 Direct Inward Dial (or DID):

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

1.22 Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

1.23 Emergency Number Service:

A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Title: Tariff Administrator
Revised: March 10, 2009

Page 8
Effective: April 10, 2009



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.24 Emergency Service Number (ESN):

An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

1.25 Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

1.26 Find me, Follow me:

This service allows a customer to configure additional numbers that will be rung instead of or as well as the customer's own number. A pre-defined order is used to determine which number(s) to ring next. Once one number has answered the call, ringing on the other configured number(s) is stopped.

1.27 Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood, typhoon, earthquake, volcanic activity, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

1.28 Holidays:

PDS recognizes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Liberation Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.29 LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of interexchange communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes. LATAs are designated in National Exchange Carrier Association Tariff #4.

1.30 Local Calling Area:

Where the call origination and termination points are on Guam.

1.31 Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

1.32 Local Service:

Telephone exchange service within a local calling area.

1.33 Network Interface Device (NID)

A device that readily permits the disconnection of all Customer Premises Wiring from the Company's network and provides access to the company network through an industry registered jack of a type provided for in 47 CFR Part 68 for testing purposes.

1.34 Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

1.35 Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

1.36 Public Safety Answering Point (PSAP)

The answering point for a 911 call. A PSAP may be designated as Primary or Secondary, which refer to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only. Any person dialing 911 from a telephone number that is used for local exchange telephone network access and arranged to provide 911 service will be automatically connected to the appropriate PSAP for that telephone.



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.37 Recurring Charges:

The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

1.38 Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

1.38.1 the use of the Service is primarily and substantially of a social or domestic nature; and [T]

1.38.2 the Service is located in a residence, or in the case of a combined business and residential Premises, the service is located in the residential section of the Premises. [T]

1.39 Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff.

1.40 Service Commencement Date:

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

1.41 Service Demarcation:

The location within the customer's premises where the Company facilities are terminated. This may also include a network interface device (NID). Unless the customer subscribes to the Company's inside wire maintenance services, the Company is not responsible for any inside wiring that may be required to extend the facilities further within the Customer's premise beyond the service demarcation point.

1.42 Service Order Form:

The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.43 Speed Calling:

This service allows one-digit or two-digit codes to be used as shortcuts for selected phone numbers.

1.44 Station:

Each telephone on a line where no telephone number associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

1.45 Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

1.46 Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

1.47 V & H Coordinates:

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

1.48 White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

1.49 Working Day:

Any day on which Company's business office is open and the U.S. Mail is delivered.



SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF COMPANY

- 2.1.1 Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2 Company's Services are furnished for telecommunications originating and/or terminating in any area within the Territory of Guam.
- 2.1.3 Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4 This Section left blank for future use.
- 2.1.5 Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6 Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this tariff.
- 2.1.7 Shortage of Equipment or Facilities
- A. 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,
 - B. 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.
- 2.1.8 Universal Emergency Telephone Number Service
- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
 - B. 911 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 purpose of responding to an emergency call in progress.
 - C. 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



SECTION 2 - RULES AND REGULATIONS, Continued

associated with the originating station location are furnished to the Public Safety Answering Point.

- D. This Section left blank for future use.
- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service.

2.2 CUSTOMER'S USE OF SERVICE

- 2.2.1 Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2 Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3 The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4 This Section left blank for future use.
- 2.2.5 Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6 Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.2.7 The use of Company's Services either 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.
- 2.2.8 The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.



SECTION 2 - RULES AND REGULATIONS, Continued

- 2.2.9 Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

2.3 APPLICATION FOR SERVICE

- 2.3.1 A Customer desiring to obtain Service may be required to complete the appropriate Agreement and Service Order Form and submit the service order in compliance with Company subscription requirements as may be established from time to time. There may be a fee associated with applications for services as defined in this tariff.
- 2.3.2 The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3 Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4 Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5 Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.
- 2.3.6 Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.4 DEPOSITS AND ADVANCE PAYMENTS

- 2.4.1 Deposits:
- A. Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of local law. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of



SECTION 2 - RULES AND REGULATIONS, Continued

charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. Two month's average monthly bill for all regulated local exchange services for the ensuing twelve months; or
2. the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B. A deposit may be required in addition to an advance payment,

C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.4.2 Advances: To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be applied to the Customer's account once the service has been installed.

2.5 CREDIT

Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service.

2.6 PROVISION AND MAINTENANCE OF SERVICE

2.6.1 Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular



SECTION 2 - RULES AND REGULATIONS, Continued

location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.

- 2.6.2 At the request of the Customer, installation or maintenance may be performed outside of 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 by Company may apply. If installation or maintenance 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.
- 2.6.3 Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4 Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When Company makes tests, adjustments and inspections that will interrupt the Customer's service, a reasonable notice and/or release will be made to or obtained from the Customer before such interruption.
- 2.6.5 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. 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 such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.6.6 Service will continue to be provided until cancelled by the Customer. Customers may cancel service at any time via ten (10) day written notice. Customers whose services are subject to a service term commitment may incur an early termination liability if the service term commitment has not been fulfilled.
- 2.6.7 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.



SECTION 2 - RULES AND REGULATIONS, Continued

2.7 SPECIAL CONSTRUCTION

2.7.1 Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.7.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, charges will be based on the costs incurred by the Company, including (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof, plus an administrative fee minus any credit for reuse or salvage. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

2.7.3 Basis for Cost Computation

The costs referred to in this Section may include one or more of the following items to the extent they are applicable:



SECTION 2 - RULES AND REGULATIONS, Continued

- A. installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision/project management,
 - 3. transportation,
 - 4. permits and rights of way, and
 - 5. any other item chargeable to the capital account.
- B. annual charges including the following:
 - 1. cost of maintenance;
 - 2. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4. any other identifiable costs related to the facilities provided; and
 - 5. an amount for return and contingencies.

2.7.4 Termination Liability

To the extent that facilities specially constructed at the request of the Customer cannot be otherwise reused by the Company, the Customer may have a termination liability for those facilities, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded



SECTION 2 - RULES AND REGULATIONS, Continued

up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

2.8 SERVICE PERIOD

- 2.8.1 The minimum Service period is one month (30 days), with the first thirty (30) days being the initial minimum Service period. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if service is disconnected during the initial minimum Service period. If a Customer disconnects Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for services rendered. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.8.2 If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.8.3 If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.
- 2.8.4 Customers may contract for some services for a multi-year service term in order to qualify for additional discounts. If a Customer terminates the service prior to the completion of the service term commitment the Customer may incur an early termination liability as defined in the service contract for the applicable service.

2.9 CUSTOMER RESPONSIBILITIES

- 2.9.1 The Customer is responsible for the payment of all charges for Service furnished to the Customer. Customer is also responsible for the payment of any applicable surcharges for taxes or regulatory assessments that are associated with services provided by Company to Customer.
- 2.9.2 The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.9.3 Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.



SECTION 2 - RULES AND REGULATIONS, Continued

- 2.9.4 Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. Except for normal wear and tear, all returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.9.5 Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.9.6 The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.9.7 The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.9.8 The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Company determines that the Service difficulty or trouble report is the result of the misuse of Services and equipment by the Customer or Authorized User.
- 2.9.9 Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.9.10 The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.9.11 A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.9.12 The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications



SECTION 2 - RULES AND REGULATIONS, Continued

equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.10 PAYMENTS AND BILLING

- 2.10.1 Service is provided and recurring Service charges billed on a monthly (base on a 30 day month) basis at the beginning of the service period. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.10.2 Non-recurring charges and charges based on actual usage are billed monthly in arrears.
- 2.10.3 Billing will be provided to the Customer via email or secure website. Fax or Paper bills can be provided upon request and for an additional charge of \$2.50 per month.
- 2.10.4 If any portion of Customer's payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date (via US Postal Service or Electronic email) on the bill, then a late payment fee shall be due the Company. The late payment fee shall be that portion of the payment not received by the date due multiplied by 1.5 percent or \$10; whichever, is greater.
- 2.10.5 A Customer will not be liable for any late payment fee applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.10.9.
- 2.10.6 Checks, Electronic Funds Transfer (EFT), Automated Clearing House (ACH), or Credit Card presented as payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a \$25.00 nonrecurring charge per Customer per transaction. [T]
- 2.10.7 A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12) month period of time. "Cash only" is herein defined as cashier's checks or U.S. currency.
- 2.10.8 Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.10.9 Billing inquires should be addressed to Company's Customer service telephone numbers,



SECTION 2 - RULES AND REGULATIONS, Continued

(671) 300-0200. Customer service representatives are available from 8:00 a.m. to 5:00 p.m. Chamorro Standard Time. Messages may be left for Customer service calls after the hour of 5 p.m. to 8 a.m. Monday through Friday and on weekends or holidays, Chamorro Standard Time and will be forwarded to an automated messaging system and answered on the next business day. Customer Service system does allow for Customers to report an emergency which threatens Customer service 24 hours a day, 7 days a week.

2.10.10 In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer shall follow the steps as outlined below in order to resolve the matter:

- A. Customer requests in writing (using the Customer Dispute Form attached at the end of this section) the Company to investigate the disputed amount and providing an explanation of the Customer's dispute with the amount billed. Such requests must be made in writing within 30 days of the of the bill date of the disputed billing. Company will comply with the request, and investigate/review the disputed amount. Customer must pay the undisputed portion of the bill by the Due Date shown on the bill.
- B. The Customer may pay the disputed portion of the bill by the Due Date shown on the bill. However, Service will not be subject to termination if the disputed amount is not paid during the pendency of the Company investigation.
- C. Upon completion of the Company investigation and review of the dispute, the Company will communicate its findings to the Customer in writing..
- D. After the investigation and review are completed by Company, and the dispute is resolved indicating that the disputed amount is due and payable to the Company, the disputed amount becomes due and payable at once. In order to avoid disconnection of Service, the disputed amount must be paid within seven (7) calendar days after the date Company notifies Customer of the findings of the Company investigation. Customer must make payment or Service will be suspended or terminated.
- E. If there is still disagreement after the investigation and findings by the Company, Customer may appeal to the Commission for its investigation and decision. Customer assumes any and all costs associated with any appeals to the Commission unless otherwise determined by the Commission.

The address and telephone number of the Commission are:

Public Utilities Commission of Guam
Suite 207, GCIC Building
PO Box 862
Hagatna, Guam 96932
Telephone: 671-472-1907
Fax: 671-472-1917

Title: Tariff Administrator
Revised: March 10, 2009

Page 23
Effective: April 10, 2009



SECTION 2 - RULES AND REGULATIONS, Continued

2.11 TAXES

Customer must pay as applicable, without limitation, all gross receipts, excise, access, bypass, 911, Telecommunications Relay Service, rights-of-way, and other local and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and fees will be separately stated on the applicable invoice.

2.12 ALLOWANCES FOR INTERRUPTION OF SERVICE

2.12.1 For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

2.12.2 Credit allowances will be given in accordance to this Section 2.12. for interruptions of Service which are not due to Company's testing or adjusting (when proper notice and release is obtained), to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.16. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

2.12.3 For purposes of computing a credit under Section 2.12. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than four hours. Company will credit the Customer for an interruption of four (4) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$

A - outage time in hours B - total monthly charge for affected Service

2.13 SUSPENSION, TERMINATION OR MODIFICATION OF SERVICE BY CUSTOMER

2.13.1 Customers may suspend or terminate Service by providing a 7-day written notice to Company prior to suspension or termination. Notice must specify the date on which Service is to be suspended or terminated.

2.13.2 The Customer remains responsible for all Service charges until the day and time on which Service is actually suspended or terminated.

2.13.3 If Customer terminates Service before Company completes installation of the Service and at the time of termination Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to



SECTION 2 - RULES AND REGULATIONS, Continued

the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

- 2.13.4 If the Customer terminates Service after Company has completed installation, the charge set forth in Section 2.12.3. will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 2.7. apply.
- 2.13.5 In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
- 2.13.6 Customers must pay the Line Restoration charge set forth in Section 4 of this Tariff prior to restoration of Service suspended at Customer's request.
- 2.13.7 The Customer's termination liability for cancellation of service shall be equal to:
- A. All unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
 - B. any disconnection, early cancellation or termination liability charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
 - C. all Recurring Charges specified in the applicable Service Order for the balance of the service term commitment.

2.14 SUSPENSION OR TERMINATION OF SERVICE BY COMPANY

- 2.14.1 Company may, without incurring liability, refuse, suspend or terminate the Service for any of the following reasons, provided that the Company shall issue seven (7) days written notice to the Customer via first-class mail, fax, or email prior to termination of Service.
- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
 - B. If Company deems refusal of Service, suspension or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or



SECTION 2 - RULES AND REGULATIONS, Continued

- C. For non-compliance with and/or violation of any Guam law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company;
- G. In the event of abuse or fraudulent use of Service;

Abuse or fraudulent use of Service includes:

- 1. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;
 - 2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.
- H. In the event that the Customer abandons Service;
 - I. For use of foul or profane language over the Service;
 - J. For impersonation of another person with fraudulent intent over the Service;
 - K. For nonpayment of any advance payment required by the Company;
 - L. For violation of this Tariff, except as provided in Section 2.14.1., including without limitation, non-payment of bills for Service, refusal to provide Company with an advance payment, or failure to meet Company's credit requirements; or
 - M. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
 - N. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.



SECTION 2 - RULES AND REGULATIONS, Continued

- 2.14.2 The Company may continue suspension of service until all charges due have been paid and all violations have ceased. During the period of such suspension all monthly charges apply. Should the Customer comply with the Company's instructions during the suspension period, the Customer must pay the Suspended Service Restoration charge set forth in Section 4 of this Tariff in addition to all applicable monthly service charges and any late fees. The Company may terminate the service without suspension of service or following suspension of service, and disconnect and remove any of its equipment from the Customer's premises. If service is terminated after a suspension, the date of termination is considered to be the date service was suspended.
- 2.14.3 A customer's local exchange service may only be disconnected for non-payment of tariffed services regulated by the Commission. Local exchange service may not be disconnected for non-payment of toll services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally or locally imposed customer charges and taxes.
- 2.14.4 The termination of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of termination. A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charges set forth in Section 4 of this Tariff. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.

2.15 RESTORATION OF SERVICE

- 2.15.1 The use and restoration of Service in emergencies is governed by part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.15.2 When a Customer's Service has been terminated in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.15.3 A Customer whose Service has been terminated by the Company and the Customer applies for reinstatement of a service within 60 days of the termination date of the service, the Company will restore the service for a service restoration charge of \$25.
- 2.15.4 A Customer whose Service has been terminated for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due and the Service Restoration Charge set forth in Section 4 of this Tariff before Service is restored. Service restoration will be made based on a service restoration charge of \$25.
- 2.15.5 Whenever Service has been terminated for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all



SECTION 2 - RULES AND REGULATIONS, Continued

changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- 2.15.6 A Customer whose Service has been suspended by the Company must pay the Suspended Service Restoration Charge set forth in Section 4 of this Tariff in addition to all applicable monthly service charges due and owing during the period of suspension.
- 2.15.7 A Customer whose Service has been suspended at the Customer's request must pay the Line Restoration charge set forth in Section 4 of this Tariff prior to restoration of Service.

2.16 LIMITATION OF LIABILITY

- 2.16.1 Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C. A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
 - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
 - F. The disconnection of Service for failure to pay the charges billed to Customer,



SECTION 2 - RULES AND REGULATIONS, Continued

including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
 - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
 - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or



SECTION 2 - RULES AND REGULATIONS, Continued

3. A third party.
 - O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
 - P. Any unauthorized use of the Service provided to Customer.
- 2.16.2 The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions of Company, its employees or agents.
- 2.16.3 The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the acts or omissions, of Company's suppliers and vendors, or the employees or agents of Company's suppliers and vendors.
- 2.16.4 The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.16.5 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.



SECTION 2 - RULES AND REGULATIONS, Continued

2.16.6 The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.16.7 With respect to Emergency Number 911 Service:

- A. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, 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, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- B. Neither is Company responsible for any infringement or invasion of the right of 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 Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company, 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 Emergency 911 Service, and which arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.16.8 With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the



SECTION 2 - RULES AND REGULATIONS, Continued

call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.16.9 Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

2.16.10 Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

2.17 NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

2.18 CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

2.18.1 Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.



SECTION 2 - RULES AND REGULATIONS, Continued

- 2.18.2 Customer or Authorized User must ensure 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 must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.18.3 Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.18.4 The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into 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 Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.18.5 This Section left blank for future use.
- 2.18.6 Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

2.19 This Section left blank for future use

Title: Tariff Administrator
Revised: March 10, 2009



Page 33
Effective: April 10, 2009

SECTION 2 - RULES AND REGULATIONS, Continued

2.20 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

2.21 EMERGENCY NUMBER SERVICE (911)

- 2.21.1 All terms and conditions set forth in this Section are applicable to Emergency Number Service as defined in this Tariff.
- 2.21.2 Emergency Number Service allows customers to reach appropriate emergency services including police, fire and medical services. The telephone user who dials the 911 number will not be charged for the call.
- 2.21.3 Emergency Number Service may be classified as one of two types: Basic service or Enhanced Service. Basic Emergency Number Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single Public Service Answering Point (PSAP) that is prepared to receive those calls. Enhanced Emergency Number Service provides certain features such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Basic and Enhanced Emergency Number Service are one-way services limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number code.
- 2.21.4 For Emergency Number Service, the incumbent local exchange carrier, municipality, or government agency(ies) designated as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- 2.21.5 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in Emergency Number Service, nor does the Company undertake such responsibility.
- 2.21.6 Emergency Number Service information, consisting of the names, addresses and telephone numbers of all telephone customers, is confidential. The Company will release such information periodically for the update of their systems.
- 2.21.7 The Emergency Number Service calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number (ANI) and address (ALI) associated with the originating station location are furnished to the PSAP, on a call by call basis, after an Emergency 911 call has been received.



SECTION 2 - RULES AND REGULATIONS, Continued

2.21.8 Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all Emergency Number Service calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

2.22 PROMOTIONAL OFFERINGS

Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted Service as part of its sales and marketing efforts or as may be needed to respond to customer needs.

2.22.1 Introduce New Services – The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.

2.22.2 Respond to Competitive Offers – The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

2.22.3 Loyalty Rewards – The Company may issue Customers a one-time credit up to \$1500 as part of overall customer retention program.

2.23 This Section left blank for future use.

2.24 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.

2.25 DISCOUNTS

Discounts will be offered for specific situations where Customer may agree to multi-year service agreements, bundling of multiple services or products, and governmental, non-profit, or educational service applications. Discounts will be offered to the Customer in writing and on a non-discriminatory basis.



SECTION 2 - RULES AND REGULATIONS, Continued

2.26 USE OF CUSTOMER'S SERVICE BY OTHERS

2.26.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Guam PUC 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.

2.26.2 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 designated 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.





185 Ilipog Drive, Tamuning, GU 96913
 Tel.: (671) 300-0200 • Fax: (671) 300-0265

Billing Dispute Form

CUSTOMER INFORMATION

Date of Dispute:	PDS Account No:
Authorized Contact Name:	Name:
Authorized Contact Telephone:	Billing Address:
Authorized Contact Email:	City/State/Zip:
Amount in Dispute:	PDS Services in Dispute:
Billing Period:	Telephone or Circuit Ref:

CUSTOMER'S EXPLANATION OF BILLING DISPUTE

CUSTOMER DECLARATION AND SIGNATURE

Name and Signature of Authorized Customer Representative:

Name: _____ Signature: (x) _____ Date: _____

By signing above, Customer hereby attests that the statements made in this matter are true and correct and that the Customer has been informed of the Dispute Process defined in PDS' Tariff that will be used by PDS in the investigation and final determination of this matter.

PDS FINDINGS REGARDING DISPUTE

Date PDS Received Dispute:	Amount of credit related to dispute:	Net Balance Owed by Customer <small>(Balance is now due per terms of the PDS Tariff)</small>

REVIEWED AND APPROVED BY PDS:

Name: _____ Signature: (x) _____ Date: _____



SECTION 3- RULES AND REGULATIONS

3.1 APPLICATION OF RATES

- 3.1.1 This Section left blank, for future use
- 3.1.2 Service Areas: Company's description of service area in no way compels Company to provide any Service in an area where lack of facilities or other extenuating factors limit Company's ability to provide Service.
- 3.1.3 Local Exchange Service Rates and Charges
 - A. General: The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:
 - 1. Nonrecurring Charges for installation of facilities and Services;
 - 2. Monthly Recurring Charges for availability and use of facilities; and
 - B. Installation Charges
 - 1. Installation Charges are nonrecurring charges for establishing Services. Installation Charges are incurred by Customer-initiated request and are in addition to all other scheduled rates and charges, unless specifically exempted in this or other sections of this Tariff.
 - 2. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
 - 3. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
 - 4. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Installation Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
 - 5. Installation Charges for the initial establishment of Service are payable with the first bill rendered for Service.
 - C. Service Order Charge

A Service Order Charge will apply to each initial order and to service moves and changes.



SECTION 3- RULES AND REGULATIONS, Continued

3.1.4 Maintenance Visit Charges

A Maintenance Visit Charge applies per visit to a Customer's premises where a service difficulty or trouble report results from the use of equipment or facilities not the responsibility of the Company.

Where a Network Interface Device ("NID") exists, if the company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premise) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

3.1.5 This Section left blank, for future use

3.2 This Section left blank, for future use

3.3 LOCAL EXCHANGE SERVICES DESCRIPTION

3.3.1 Local Exchange Services provide a Customer with connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Services as set forth in this and other Company tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access Operator-Assisted Calling Services; and
- G. Access Directory Assistance.

3.3.2 Business and Residential Local Exchange Services

The company offers Business and Residential Customers the following services.



SECTION 3- RULES AND REGULATIONS, Continued

- A. Flat rate service is unlimited local service within an exchange and additional exchanges within the local service area. A flat rate charge consists of dial tone for unlimited usage.
- B. Business DID Service provides for inward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises.
- C. The Company offers its customers the Class Features Package which includes the following voice services: call waiting, caller ID, 3-way calling, and call forwarding (busy, don't answer, and variable), and simultaneous ring.

3.3.3 This Section left blank, for future use.

3.3.4 This Section left blank, for future use.

3.3.5 This Section left blank, for future use.

3.3.6 This Section left blank, for future use.

3.3.7 Directory Assistance Service

Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "411".

The rates specified following apply when customers request assistance in determining telephone numbers of customers who are located in the same local service area. Customers that are Blind, may avail of these Company services without charge.

3.3.8 Directory Listing Service: Company does not publish a directory or other similar listing of its Customers.

3.3.9 Nonlisted and Nonpublished Telephone Service

A. Nonlisted telephone service will be furnished, at the Customer's request, providing for the omission or deletion of the customer's telephone listing from the applicable local telephone directory.

B. Nonpublished Telephone Service

Nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the customer's telephone listing from the applicable local telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from directory assistance records. However, such



SECTION 3- RULES AND REGULATIONS, Continued

information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

- C. Nonlisted and Nonpublished charges, as specified in Section 4 of this Tariff, are not applicable to Service furnished to a customer for data service where there is no voice use contemplated.

3.3.10 Operator Assistance Service

A Customer may obtain the assistance of an operator to complete calls in the following manner. Surcharges may apply on a per call basis for the following operator assisted services:

- A. Upon request, subject to technical limitations, the Company will provide Customers with access to an operator who will verify that a conversation exists on a line (Busy Line Verification) and who will interrupt a communication in progress to announce that someone is trying to call (Line Service Interrupt).
- B. Busy Line Verification with Interrupt provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- C. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- D. No charge will apply if, during the line verification, such verification indicates that a trouble condition exists necessitating repair of Company equipment or facilities.
- E. Charges for Specialized Operator Services are not applicable to calls to the operator from official public emergency agencies when the request is received on the agency's line from agency personnel.
- F. Charges for Specialized Operator Services are not applicable to calls to the operator from individuals who identify that the request is to an official public emergency agency, an emergency medical service, or a privately endowed and operated alcohol, drug, run-away or suicide crisis reporting center.
- G. Charges for specialized operator services may be waived by the operator for calls from individuals who have an emergency where life and/or property are in danger.

3.3.11 Telecommunications Relay Service

Telecommunications Relay Service provides operator assistance for the completion of telecommunications between persons who are deaf, hard of hearing, or speech impaired utilizing a Text Telephone (TTP), a Teletypewriter (TTY), or a personal computer, and a



SECTION 3- RULES AND REGULATIONS, Continued

hearing or speech capable person who does not have such devices. Company does not have the facilities to provide this service at this time.

Title: Tariff Administrator



Page 42
Issued: June 5, 2008

SECTION 4 – RATES AND CHARGES – TELEPHONE SERVICES

4.1 ANALOG TELEPHONE SERVICE

Flat Rate Telephone Service, unlimited local calling, includes one telephone no.

ITEM	MRC	NRC
Analog Service – Residential Line	\$20.00	\$40.00
Analog Service – Business Line	\$35.00	\$50.00

[R]

4.2 DIRECT INWARD DIALING (DID)

ITEM	MRC	NRC
Group of 25 DID Nos.	\$20.00	\$50.00

4.3 CUSTOM CALLING SERVICES

Subscription Calling Features

FEATURE Charged Per Applicable Line	MRC	NRC
Call Forwarding – Always	\$2.50	\$10.00
Call Forwarding – Busy	\$2.50	\$10.00
Call Forwarding – No Answer	\$2.50	\$10.00
Call Waiting	\$2.50	\$10.00
Caller ID – Number Only	\$2.50	\$10.00
3 Way Calling	\$2.50	\$10.00
Speed Dial	\$2.50	\$10.00
Service Bundle (any 5 services from above)	\$10.00	\$20.00
Caller ID – Name	\$5.00	\$15.00
Simultaneous ring (two tel no.)	\$5.00	\$15.00

4.4 SPECIALIZED OPERATOR SERVICES CHARGES

- 4.4.1 Busy Line Verification Surcharge per call \$2.50 per call
- 4.4.2 Busy Line Verification with Service Interrupt \$4.00 per call

4.5 LOCAL DIRECTORY ASSISTANCE

- 4.5.1 Direct Dialed, Per Call \$0.75 per call
- 4.5.2 Operator Dialed \$1.00 per call



SECTION 4 – RATES AND CHARGES – TELEPHONE SERVICES, Continued

4.6 SERVICE ELEMENT CHARGES

ITEM	One Time Charge Rate
Establishment or Relocation of Account (per acct)	\$35.00
Moves, Changes or Additions (per MCA)	\$20.00
Record Order Change, Customer Requests	\$15.00
Maintenance Visit Charge (per visit)	\$60.00
Line Restoration Charge (per line)	\$25.00

[T]

4.7 MISCELLANEOUS SERVICE CHARGES

- 4.7.1 Local Number Portability Surcharges for applicable Customers
- Monthly reoccurring charge per Analog service \$.25
 Monthly reoccurring charge per PRI \$ 2.00
- 4.7.2 Service Restoration Charge \$ 25.00 per line
 \$100.00 per PRI
- 4.7.3 Guam Gross Receipts Tax assessment pass through based on
 current GRT %
- 4.7.4 Federal Surcharges based on current
 rules/rates
- 4.7.5 Local PUC Surcharges based on current
 rules/rates
- 4.7.6 Telecommunications Relay Service
- Non Recurring Charge not offered
 Monthly Recurring Charge not offered
- 4.7.7 Nonlisted number, per number \$ 2.50/month
- 4.7.8 Non Published number, per number \$ 2.50/month

Title: Tariff Administrator
 Revised: March 10, 2009



Page 44
 Effective: April 10, 2009

SECTION 4 – RATES AND CHARGES – TELEPHONE SERVICES, Continued

4.8 Voice Mail

[N]

Service includes play, rewind, delete, undelete and save a message. You can also record, modify, play or delete a personal greeting. Additional features includes voice mail forwarding to email and remote notification of voice messages via email or phone call.

Voice Mail Type	Non-Recurring Charge	Monthly Recurring Charge
Residential	\$20.00	\$5.00
Business	\$35.00	\$10.00

Title: Tariff Administrator
Revised: March 10, 2009



Page 45
Effective: April 10, 2009

SECTION 5 – DIGITAL TRANSMISSION SERVICES

5.1 Integrated Services Digital Network Services

5.1.1 Applicable to network services provided in accordance with Integrated Services Digital Network (ISDN) standards, within all exchange areas where services are available.

5.1.2 Definitions

- A. **B-Channel** – A channel used to carry digitized voice and data messages.
- B. **Business System** – The combination of Basic Rate Interface Lines plus ISDN Access and ISDN Multiline Access forming a complete communication system for a single customer of record.
- C. **Call-by-Call Access** – The central office function of identifying network-specific facilities needed for completing a call or sending a message. Call-by-Call access permits customer to reconfigure the use of B-channels to accommodate variations in traffic.
- D. **Calling Line Identification (CLID) with Name** – An optional feature that allows the customer to have access to the directory number and name of the calling party.
- E. **D-Channel** – A 64 Kbps PRI channel which carries information used to control PRI Line channels.
- F. **Intersystem Caller ID** – A function which provides for the display of an incoming telephone number when the call is placed from outside of the customer's network communications arrangement.
- G. **Primary Rate Interface (PRI) Line** – A four-wire facility which extends from a central office to a point of demarcation at a customer location. The PRI is a 1.544 Mbps carrier facility which is used to connect digital private branch exchanges or other channel controlling devices to the switched and private line networks. A PRI Line supports twenty-three 64 Kbps B-channels and one 64 Kbps D-channel.
- H. **Primary Rate Interface Access** – The central office facility for terminating and channelizing a Primary Rate Interface.
- I. **System** – An interconnected arrangement of exchange and private-line services provided from one central office for use at one premises.

5.1.3 ISDN-Primary Rate Interface (PRI) Services

- A. PRI Services are business class, exchange services, which include network access and which are provided as an alternative to trunk-line services.



SECTION 5 – DIGITAL TRANSMISSION SERVICES, Continued

- B. PRI Services may be obtained in fractional increments (minimum 6 B-Channels and 1 D-Channel) or a full PRI (23 B-Channels and 1 D-Channel). One PRI D channel is provided for each initial fractional or full PRI Line ordered.
- C. A primary telephone number is provided with each activated fractional or full ISDN-PRI B-channel. Additional telephone numbers may be ordered for each PRI Circuit. Additional telephone numbers for DID are available at the rates shown in section 4 of this tariff. [T]
- D. Service order charges will apply to each service move or change. [N]

5.2 Rates

Month-to-Month Rate Table

Non-recurring Charge (NRC)	Monthly Recurring Charge (MRC)
Activation/Installation Per Fractional ISDN-PRI: \$500	Per Fractional ISDN-PRI: \$30/B channel (6 B-channel minimum)
Activation/Installation Per Full ISDN-PRI: \$750	Per Full ISDN-PRI: \$540
Service Move or Change Order: \$75/Change	

Title: Tariff Administrator
 Revised: March 10, 2009



Page 47
 Effective: April 10, 2009

SECTION 6 – SPECIAL ACCESS SERVICES

6.1 Special Access Services

[N]

6.1.1 This section is applicable to the provision of special access services by PDS of services, facilities and interconnection arrangements to providers of telecommunications services and facilities (hereinafter referred to as "Telecommunications Providers") who are eligible to subscribe pursuant to Communications Act of 1934 (47 U.S.C. §151 et seq) as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996), the Guam Telecommunications Act of 2004 (12 Guam Code Annotated, Article 2) and any other applicable Guam Public Utilities Commission (GPUC) decisions or orders. Such services, facilities and interconnection arrangements are referred to in this Tariff as "special access services". For greater certainty, this Section 6 of the Tariff does not apply to services and facilities provided by PDS to end-customers.

The provision of interconnection services by PDS to Telecommunications Providers under this Tariff does not constitute a joint undertaking between PDS and any Telecommunications Provider subscribing for such services.

6.1.2 Definitions

- A. **800 or Toll Free Calls** – A call in which the called party pays for the cost of the call instead of the caller.
- B. **Carrier Mobile Radio Service Provider (CRMS)** – A provider of public switched mobile voice services. CRMS authorizations are made by the FCC.
- C. **Competitive Local Exchange Carrier (CLEC)** - A telecommunications carrier, as defined in section 2 of the Act. CLEC authorizations are made by the Guam Public Utilities Commission.
- D. **Call Origination** – The geographic location of where a telephone call is started. In the case of wireless calls, it is the geographic area the calling party is assigned to. When a long distance/toll call or 800/toll free call originates on the PDS network the PICC will incur a call origination charge for the duration of the call (see rates 6.3.2.B and 6.3.2.D).
- E. **Call Termination** – transport of traffic from the point of interface with another carrier to an end user on PDS' network (see rate 6.3.2.C and 6.3.2.F).
- F. **DS-1** – A channel capable of digital transmission at 1.544 megabits per second (Mbps).
- G. **DIP** – A single database query.
- H. **Internet Telephony Service Provider** – A provider that offers Internet data

[T]

[N]



SECTION 6 – SPECIAL ACCESS SERVICES, Continued

service for making telephone calls using Voice over Internet Protocol (VoIP).

[N]

- I. **ILEC** – Incumbent Local Exchange Carrier as defined by the Telecom Act of 1996. GTA Telecom is the ILEC for Guam.
- J. **Inter-Exchange Carrier (IXC)** – Telecommunications carrier that provides interstate and/or international telecommunications services (voice and/or data). IXC authorizations are made by the FCC.
- K. **ISDN User Part (ISUP)** – The type of facility that is used to carry telephone calls in Public Switched Telephone Networks. Call signaling is provided by a separate SS7 signaling facility (DS-1 Facility).
- L. **Long Distance/Toll Call** – A telephone call made from one calling area/area code/local access transport area (LATA) to another. Charges are assessed by the caller's telephone carrier to complete the call.
- M. **Minutes of Use (MoU)** – The unit of measurement that is used to determine the amount of traffic through a particular circuit. Any fraction of a minute is rounded up to a whole minute.
- N. **Primary Inter-exchange Carrier (PICC)** – The Telecommunications carrier that an end user customer selects to handle its long distance and or 800/Toll Free calls.
- O. **Signaling Transfer Point (STP)** – A packet switching point in the SS7 network which routes SS7 signaling messages to the intended network element.
- P. **Telecommunications Provider** – A provider of telecommunications services that is a CLEC, or CRMS, or ILEC, or ITSP.
- Q. **Traffic** – The type and or amount of calls traveling over a circuit.
- R. **Transit** – The process of carrying a call from one telecommunications provider's network through another telecommunications provider's network enroute to its final destination on another telecommunications provider's network. Transit calls may incur toll charges depending upon the routing and billing arrangements between telecommunications providers. Calls sent to the PDS network that transit the GTA Teleguam network will be assessed a transit traffic charge for the duration of the call (see rate 6.3.2.E)

6.2 Service Provision

PDS will provide special access services to telecommunications providers who require transport

Title: Tariff Administrator
Issued: March 10, 2009

Page 49
Effective: April 10, 2009



SECTION 6 – SPECIAL ACCESS SERVICES, Continued

and/or transit facilities for long distance/toll, 800/toll free calls, or local calls that either originate, transit or terminate on their network, but need PDS special access services to transit, originate, or terminate the calls.

PDS will assess charges in accordance with the rates outlined in Section 6.3. Minimum service term for all Special Access Transport Facilities is one year. Detailed call transactions are not provided with traffic measurement billings and may be requested for an additional charge per request.

Telecommunications providers and PDS may negotiate and enter into an interconnection agreement for bilateral services. In such cases, the terms and rates established by the interconnection agreement shall take precedence over this tariff.

6.3 Rates

Special Access Service	Non-recurring Charge (NRC)	Monthly Recurring Charge (MRC)
1. Transport Facilities		
A. SS7 Signaling Facility (DS-1)	\$750.00	\$500.00
B. ISUP Trunks (DS-1)	\$500.00	\$300.00
C. ISDN-PRI (DS-1)	\$500.00	\$450.00
D. Transit Facility (DS-1)	\$600.00	\$300.00
E. Special Access (DS-1)	\$500.00	\$300.00
2. Traffic Measurement	Per Incident Charge	Minutes of Use (MOU) Charge
A. DIP 800 Calls	\$0.01	N/A
B. Toll Call Origination	N/A	\$0.030
C. Toll Call Termination	N/A	\$0.030
D. 800 Call Origination	N/A	\$0.035
E. Transit Calls/Traffic*	N/A	\$0.020
F. Terminating Local Calls**	N/A	\$0.030
3. Incidental Charges	Per Incident Charge	
A. PIC Charge per line	\$5.00	
B. Detailed Call records (per type)	\$1,000.00	

* Only covers call transit transport between networks, applicable traffic rates for origination or termination may still apply

** According to applicable reciprocal compensation rules for these types of calls/traffic.



[N]

SECTION 7 – PAY TELEPHONE SERVICES

7.1 Pay Telephone Services

[N]

7.1.1 Pay Telephone services is provided in accordance with public pay telephone standards in locations where PDS has service facilities available to provide this service.

7.1.2 Service Provision

- A. Pay Telephone Service is for use by public pay telephone service providers (PPTSP) using Coin Operated, Credit/Debit Card or coin/card-less devices.
- B. Electrical and inside wiring location requirements are the responsibility of the PPTSP for the phone devices and any auxiliary equipment.
- C. PPTSP is required to provide suitable power, facilities, space, and access to allow PDS to provision and maintain the service.
- D. Line Service is a standard loop start, two-wire circuit. Non-published service will be provided at no charge.
- E. It is the responsibility of the PPTSP to comply with all federal and Guam statutes in providing the equal access to persons with disabilities.
- F. Phone Devices and any auxiliary equipment must also be in compliance with federal and Guam statutes.
- G. Failure of the PPTSP to comply with federal and Guam statutes will result in the suspension or disconnection of service. Other terms and conditions elsewhere in this tariff may apply if appropriate, unless specified here.
- H. PDS liability is limited to the provision of line service as stipulated in this section and where applicable in other sections of this tariff.
- I. Flexible Automatic Number Identification (FlexANI) is provided with this service and PDS will designate all calls originating from Pay Telephone service lines as Payphone calls.

7.2 Rates

7.2.1 The pay telephone service rate is \$36.00 per month with a minimum one year service period and a non-recurring charge of \$50.00 for each establishment, relocation or modification of the payphone service.

Title: Tariff Administrator
Issued: March 10, 2009



Page 51
Effective: April 10, 2009

SECTION 8 – CENTREX SERVICES

8.1 General

PDS Centrex Service is a switch based service, where the switching infrastructure is provided by PDS. This service provides PBX and key system type features to customers.

8.2 Service Provisioning and Terms

The following defines the parameters for providing PDS Centrex service to customers.

- 8.2.1 PDS Centrex Service requires the customer location to be within an area with direct service by PDS. Service availability is subject to the availability of required PDS facilities.
- 8.2.2 PDS Centrex service lines may not terminate as trunks on a PBX or be used in association with Public Pay Telephone service.
- 8.2.3 Sufficient floor space, power, and telephone wiring required for the proper operation of the service, will be furnished by the customer.
- 8.2.4 PDS will determine what type of service configuration is required to conform to PDS standards, including transmission limits and service capabilities.
- 8.2.5 Circuits required to provide the connections for PDS Centrex service are provided with the service.
- 8.2.6 Minimum service term of 12 months applies to PDS Centrex service. Any service termination prior to the completion of the minimum service term will result in an early termination liability equal to the monthly recurring charges times the number of months remaining in the service term.
- 8.2.7 Telephone instruments are not included with the service and are the responsibility of the customer to provide telephone instruments that are approved to operate with the PDS Centrex service. PDS will assist customers in the selection of applicable instruments.

8.3 Service Features

- 8.3.1 Standard Features: The PDS Centrex service includes the following standard features:
 - A. **Automatic Identification of Outward Dial** – Identifies a call leaving the customer group by the station number from which the call originated.
 - B. **Caller ID** – The ability to identify the telephone number of an incoming call.



SECTION 8 – CENTREX SERVICES, Continued

- C. **Customer Group** – The station numbers associated with the customer ordering Centrex service.
- D. **Dial Tone** – The signal that enables a station to make and receive calls without assistance.
- E. **Direct Inward Dialing (DID)** – The ability of a station to receive calls from the PSTN without assistance.
- F. **Direct Outward Dialing (DOD)** – The ability of a station to make a call to the PSTN without assistance.
- G. **Station to Station Calling** – The ability to call another station in the customer group using an abbreviated dialing plan and without assistance.
- 8.3.2 Premium Features: The PDS Centrex service includes the following executive feature profile that may be selected in addition to standard features:
- A. **Call Forwarding** – Permits a station user to forward calls that encounter busy and/or no answer conditions, or all calls, to a predefined destination.
- B. **Call Hold/Park** – Enables a station user to put a call on hold and later retrieve the held call. The station user can place another call while the initial call is on hold.
- C. **Call Pickup** – Permits a station user to dial a code or key to answer a call, which is directed to another station within its predetermined call pickup group.
- D. **Call Transfer-Individual-All Calls; Consultation Hold-All Calls; and Three-Way Calling** – Features are furnished on each station within the customer group. Station users may transfer, consult or establish a three-way call, while connected to another call. This is accomplished while on a two-party call, dialing the desired party, utilizing consultation while the first party is excluded; then adding on the first party; or hanging up to initiate the transfer.
- E. **Call Waiting** – Provides a tone to let a station user on a call know that a call is waiting. The existing call can be terminated or placed on hold so that the call can be answered.
- F. **Caller ID with Name** – This feature enables the directory number and name of the calling or called party to be displayed on incoming and outgoing calls.

[N]



SECTION 8 – CENTREX SERVICES, Continued

- G. **Conference Six** - Allows a station user to initiate a six-way conference by calling each conferee, and adding them by into the conference. Any Station with Conference Arrangement may add a maximum of five conferees.
- H. **Directed Call Pickup** – Permits a station user to answer calls directed to stations in any pickup group in the system. The user can pick up a call in the pick-up group by dialing an access code and the number of the station to be answered.
- I. **Directory Number Hunting** – Activates when any of the directory numbers in the hunt group is called and goes in the prearranged order to test each station in the group, completing the call to an available station.
- J. **Distinctive Ringing** – Permits a station user to determine by the cadence of the ringing whether a call is from another station or from someone outside the business group.
- K. **Do Not Disturb** – Prevents incoming calls from ringing the station. Calls may be directed to a busy tone or another station.
- L. **Group Intercom** – Allows a business set station user abbreviated dialing to other station numbers within the same group without tying up primary number.
- M. **Intercom** – Allows an Intercom user to page a pre-designated set using the built in speaker on a supported telephone instrument.
- N. **Last Number Redial** – Permits a station user to redial the last called number by depressing one or two keys rather than the entire number.
- O. **Message Waiting Lamp/Tone** – Message Waiting provides a visual indication or an audible tone signal, (e.g.: stutter dial tone) on a station user's line to indicate a message is being held at the message center.
- P. **Multiple Line Appearance** – Directory number assigned to more than one business set or single line set. Single call arrangement or multiple call arrangement is available.
- Q. **Speed Calling** – Allows a station user to place calls to commonly called destinations by dialing a speed call activation code instead of dialing the complete number. An individual line or a group of users, within the same customer group, may place calls using a previously designated list of either 30 or 70 frequently dialed numbers. This is achieved by dialing a speed calling code instead of dialing all digits of the desired number. The desired number may be a directory number, authorization code, account code, access code, or feature access code. When the list can be accessed by a group of users, one user is

[N]



SECTION 8 – CENTREX SERVICES, Continued

designated as the controller for adding to, changing, or deleting numbers from the list.

[N]

- R. **Station Restriction** – Permits the subscriber the capability of determining the call privileges for stations within the customer group.

8.3.2 Optional Features: The PDS Centrex service includes the following optional feature profile that may be selected. These features may be added to standard and premium features which are included:

- A. **Automatic Call Distribution (ACD)** – Enables a customer to distribute incoming traffic equally among a designated group of answering positions and enables supervisory observation of the answering positions. **ACD** capability is priced on a per-customer basis.
- B. **Automatic Line** – Provides an automatic connection between a station and a predetermined telephone number, when the station goes off-hook.
- C. **Executive Busy Override** – Allows a station to gain access to a busy station by breaking in on an existing call and establishing a three-way conference with the called station and the other party.
- D. **Conference Six** – Allows a station user to initiate a six-way conference by calling each conferee, and adding them by into the conference. Any Station with Conference Arrangement may add a maximum of five conferees.
- E. **Group Intercom All Calls** – Allows a Group Intercom (GIC) member to page other group members using the built in speaker on the telephone instrument.
- F. **Music on Hold** – Provides a continuous broadcast of music to callers placed on hold or who are waiting for connection to a called party.
- G. **Loudspeaker and Paging Access** – This service allows stations to access loudspeaker paging equipment to use speakers located throughout the customer's premises.
- H. **Station Message Detail Recording (SMDR)** – A record of the telecommunications activity on a telephone line.



SECTION 8 – CENTREX SERVICES, Continued

8.4. Rates

[N]

Service	Non-Recurring Charge	Monthly Recurring Charge
Company/Group Establishment and Maintenance	\$500.00	\$100.00
Standard Feature Set (Per Line/Service)	\$50.00	\$25.00
Premium Features (Per Line/Service)	\$60.00	\$35.00
Optional Features (Per Line/Feature)	\$20.00	\$5.00
Moves, Additions, Changes to Group (Per Incident)	\$50.00	N/A

Title: Tariff Administrator
Issued: March 10, 2009



Page 56
Effective: April 10, 2009