

Guam Telecom, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO GENERAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN GUAM

467 Harmon Loop Road
Dededo, Guam 96929

Competitive Local Exchange Telecommunications Services Tariff

This tariff contains the description, regulation, and rates for the furnishing of competitive local exchange telecommunications services provided by Guam Telecom, LLC dba MCV Telecom with principal offices located at 467 Harmon Loop Road, Dededo, Guam 96928. This tariff applies for service furnished within Guam. This tariff is filed with the Guam Public Utilities Commission located at Suite 207, GCIC Building, Hagatna, Guam 96932. Copies may be inspected during normal business hours at the Company's principal place of business in Dededo, Guam.

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - 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 various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2. 1.1.A
 - 2.1. 1.A.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Sheets 1 through 73 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision	Page	Revision	Page	Revision
1	Original	31	Original	61	1 st Revised
2	Original	32	Original	62	1 st Revised
3	1 st Revised	33	Original	63	1 st Revised
4	Original	34	Original	64	1 st Revised
5	Original	35	Original	65	1 st Revised
6	Original	36	Original	66	1 st Revised
7	Original	37	Original	67	1 st Revised
8	Original	38	Original	68	1 st Revised
9	Original	39	Original	69	1 st Revised
10	Original	40	Original	70	1 st Revised
11	Original	41	Original	71	1 st Revised
12	Original	42	Original	72	1 st Revised
13	Original	43	Original	73	1 st Revised
14	Original	44	Original	74	1 st Revised
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48*	2 nd Revised	[I]	
19	Original	49*	2 nd Revised	[I]	
20	Original	50	1 st Revised		
21	Original	51	1 st Revised		
22	Original	52	1 st Revised		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	1 st Revised		
26	Original	56	Original		
27	Original	57	1 st Revised		
28	Original	58	1 st Revised		
29	Original	59	1 st Revised		
30	Original	60	1 st Revised		

*Denotes new or revised sheet(s).

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 Barrigada, Guam 96921

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation,
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text,
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter,
T	To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Guam Telecom, LLC to Customers within the local exchange service area in Guam.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

3-Way Calling: Allows a customer to add a third party to the two-way connection.

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

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.

Bit: The smallest unit of information in the binary system of notation.

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.

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

Calling Number Delivery: Displays the number of the incoming caller on the customer's telephone, if the customer's phone has a Caller Display screen or Caller Display Unit. 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.

Company: Guam Telecom, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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DEFINITIONS

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.

Direct Inward Dial (or DID): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or DOD): A service attribute that allows individual station users to access and dial outside numbers directly.

DSX-1 Panel: Distribution equipment used to terminate and administer DS 1 (1,544 Mbps) Circuits.

Dual Tone Multi-Frequency (or DTMF): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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. This service includes SimRing.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Guam Telecom, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

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DEFINITIONS

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, mc, Tariff F.C.C. No.4.

Mbps: Megabits, denotes millions of bits per second.

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

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.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order 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.

SimRing: Simultaneous ring allows a customer to define a list of numbers, which are rung in addition to his or her own number. Any of these additional numbers can answer the call. When they do so, ringing is stopped on all the other lines.

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

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within Guam.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 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.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon no less than ten (10) days after written notice is given by mail or delivered to the customer's listed address or premises where service is rendered. Notice is considered given to the customer two (2) days after mailing. Service may be disconnected after written notice is provided to the Customer if:
 - (1) the Customer is using the service in violation of this tariff, or
 - (2) the Customer *is* using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the Guam regardless of its choice of laws provision.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (G) RESERVED FOR FUTURE USE.
- (H) RESERVED FOR FUTURE USE.
- (I) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- (J) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.K below.
- (K) The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The 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 or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, 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 the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the 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 other party 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4 (E) as a condition precedent to such installations.

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

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

- (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.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors.

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REGULATIONS

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Guam PUC regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- (E) A Customer may not use any residential or business service in a manner which is inconsistent with this tariff. This explicitly includes the conversion of residential or business lines to any form of Pay Telephone (including a public phone, a semi-public phone, or a customer owned coin-operated telephone).

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff,
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or thief or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (E) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Special Construction and Maintenance Obligations

When the Company dispatches employees to a Customer location for construction, maintenance, or removal of services and/or equipment, the Customer shall be responsible for:

- (A) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (B) providing a safe place to work in full compliance with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; and
- (C) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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Barrigada, Guam 96921

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.3 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company, its employees or agents, from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations,
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

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

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by ~e Customer itself or are resold to or shared with other persons.

(A) **Taxes**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Guam PUC or a late factor of 1.5% per month.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advanced Payments

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 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 statutes. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of 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, plus thirty percent (30%) of estimated monthly recurring charges; 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.
- (D) Deposits held will accrue interest at a rate set to equal the prime rate less 2%. All deposits received during the calendar year shall earn interest based on the prime rate as of January 1st of that calendar year, without deductions for any taxes on such deposits and will be refunded to the customer after twelve consecutive months of payment. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by giving 24 hours prior written notice to the Customer, may discontinue or suspend service without incurring any liability.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability,
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to Customers who purchased service under a term or volume discount, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff. may bill and the Customer shall pay either:
 - (1) In the case of special construction, the early termination fee as set forth in Section 9.1.2,
 - (2) For all other Customers, the termination liability as set forth in Section 2.8.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without the Company's agreement which shall not be unreasonably withheld. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interruption and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- (C) A credit allowance will be given for interruptions 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during anyone 24-hour period shall be considered as one interruption

Over 24 Hours will be credited one full day's credit will be allowed for each period of 24 hours up to one month of service

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

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2.7 Use of Customer's Service by Others

2.7.1 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.

2.7.2 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.

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P. O. Box 24728
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REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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 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 Tariff for the balance of the then current term discounted at the prime rate announced in the Pacific Daily News on the third business day following the date of cancellation; plus
- (D) the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service.

The Customer termination liability shall not apply if the majority of the Customer's service (defined as > 50% of Customer lines) was provisioned through either resale or unbundled network elements. In these cases the Customer shall only pay a nonrecurring service order charge as defined in Sections 5.2.1 and 5.2.2.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.9 Transfers and Assignments

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

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

REGULATIONS

2.10 Notices and Communications

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

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carriers).
- (C) Timing terminates on completed calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 5.1 and Section 7.1) throughout Guam.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's tariffs.

The following Exchange Access Services are offered:

- Basic Line Service
- Key Line Service
- Basic Trunk Service
- DID/DOD Trunk Service
- Primary Rate Interface (PRI)

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

EXCHANGE ACCESS SERVICE

5.2 Basic Line Service

Basic Line Service provides a Customer with a single telephonic communications channel that can be used to place or receive calls. Basic Lines are provided for connection of Customer provided single station sets to the public switched telecommunications network. Each Residential Basic Line Service is provided with the following standard features:

- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Speed Calling
- Find me, Follow me

5.2.1 Residential Flat Rate Service

Residential Flat Rate Service provides residential customers a flat rate access line with unlimited calling to all access lines within the customer's local calling area. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each residential line established.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Primary (per line)(1)(2)	\$49.99	\$24.99

5.2.2 Business Line Service

Business Line Service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business line established.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Primary (per line) (1)(2)	\$60.00	\$29.99
Secondary (per line) (1)(2)	\$35.00	\$29.99

¹ The Company is not responsible for and will not install inside wiring beyond the demarcation/connection point at the customer's premises.

² The charge for maintenance of inside wiring beyond the interface with the Company's network is not covered by this tariff.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

EXCHANGE ACCESS SERVICE

5.3 Key Line Service

Key Line Service provides a Customer with a single telephonic communications channel that can be used to place or receive calls. Key Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network.

Monthly recurring rates per Key Line apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic/Expanded Local Exchange Service		
<u>Flat Rate Service</u> Per Line	\$60.00	\$29.99

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

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EXCHANGE ACCESS SERVICE

5.4 Basic Trunk Service

Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touchtone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability, DID number blocks, and Direct Outward Dial (DOD) capability for additional charges, as set forth in Sections 5.5 and 6.2.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic/Expanded Local Exchange Service		
-PBX Trunk	\$60.00	\$47.00

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Craig R. Thompson, President & CEO
 P. O. Box 24728
 Barrigada, Guam 96921

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EXCHANGE ACCESS SERVICE**5.5 DID/DOD Trunk Service**

Direct Inward Dial (DID) Trunk Service permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to individual stations corresponding to each individual DID number without the assistance of an attendant. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Direct Outward Dial (DOD) Trunk Service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line.

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic Local Exchange Service -Each Trunk	\$60.00	\$49.00

Additional set-up charges and number charges apply for local trunks configured for DID service as specified in Section 6.2.

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EXCHANGE ACCESS SERVICE**5.6 Primary Rate Interface (PRI)**

Primary Rate Interface Service (PRI) provides an ISDN based, DS 1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access, Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only.

Non-recurring and monthly rates per PRI Service apply as follows:

<u>Non-recurring</u>	<u>Monthly Recurring</u>
\$1,000.00	\$550.00

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Barrigada, Guam 96921

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EXCHANGE ACCESS SERVICE

5.7 Business and Residence Service Classification

The determination of whether business or residence rates apply is dependent upon the primary or dominant use of the service by the customer. The Telephone Company shall make the determination as to whether business or residence service will apply.

5.7.1 BUSINESS RATES APPLY TO SERVICE WHEN:

- (A) Incoming calls to the customer's telephone number are answered with the name of a business, charitable organization, educational or other not-for-profit institution.
- (B) The customer's telephone number appears in yellow page advertising, any printed media including but not limited to newspapers, magazines, trade journals or any other form of printed advertising where it is evident a product or service of any kind is being promoted.
- (C) The customer's telephone number appears on television, radio or within any internet based advertising for a business where it is evident a product or service of any kind is being promoted.
- (D) The customer's telephone number appears on letterhead or business stationery where it is evident a product or service of any kind is being promoted.
- (E) Service is being provided to hotels, apartment houses, clubs, and boarding and rooming houses except when all access points are within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions, except when the access point is located in a patient's room; and in churches except when the access point is located in the clergyman's study.
- (F) At any location where a substantial use of the service is commercial rather than residential.

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Barrigada, Guam 96921

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EXCHANGE ACCESS SERVICE

5.7 Business and Residence Service Classification (Cont'd)

5.7.2 RESIDENCE RATES APPLY TO SERVICE FURNISHED:

- (A) In a private residence or residential apartments when business listings are not provided and when all access points are in locations which are part of the customer's domestic establishment.
- (B) In the study of clergyman located in a church provided that service is listed in clergyman's name of the church.
- (C) In a private barn or garage when strictly a part of the customer's domestic establishment.
- (D) In patients' rooms in hospitals or institutions.
- (E) In a college dormitory provided that no business listing is provided.

5.8 Special Promotions

The Company may, from time to time, offer special promotions to Customers, subject to and consistent with Commission regulations, as provided in Section 9.

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Craig R. Thompson, President & CEO
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Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Advanced Features

Busy Call Forwarding	Unconditional Call Forwarding
Selective Call Forwarding	Remote Access to Call Forwarding
Basic Line Hunting	Call Forwarding Number Restriction
Calling Name Delivery	Calling Name Delivery Blocking
Automatic Recall	Last Caller ID Erasure
	Selective Call Rejection
Anonymous Call Rejection	Selective Call Acceptance
Call Transfer	Blind Call Transfer
Call Barring	Teen Service
Speed Dialing with Star Codes	Intercom Dialing
Multiple Line Hunt Group	Three Way Calling
Call Park	Call Pickup
Group Direct Inward Dial	Find me, Follow me
Mandatory Account Codes	Distinctive Ringing
Speed Calling	

Advanced Features are offered in addition to basic local service, on an optional basis and where technically feasible; features may not be available with all classes of service. A monthly and nonrecurring charge applies to each feature subscribed to by the Customer.

If multiple Advanced Features are added simultaneously, only one nonrecurring charge applies. If Advanced Features are requested when new service is established, only the nonrecurring charges associated with the residential line or business line/trunk installation applies.

6.1.1 Description of Features

- (A) **Busy Call Forwarding** allows a customer to have incoming calls forwarded to an alternate number if the customer's line is busy.
- (B) **Unconditional Call Forwarding** forwards all of a customer's incoming calls on to an alternate number, without ringing the subscriber first.
- (C) **Selective Call Forwarding** allows a customer to a list of calling numbers whose calls will automatically be forwarded to a single alternative forwarding number.
- (D) **Remote Access to Call Forwarding** allows a call forwarding customer to access and change his or her Call Forwarding configuration from any phone.

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Craig R. Thompson, President & CEO
P. O. Box 24728
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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Advanced Features (cont'd)

6.1.1 Description of Features (cont'd)

- (E) **Basic Line Hunting** forwards an incoming call by going through a list of alternative numbers until it finds a line that is not busy and can accept the call.
- (F) **Call Forwarding Number Restriction** checks the forwarded number selected by the customer against a list of restricted numbers and rejected if it matches any of the numbers on the list.
- (G) **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 that supports this feature.
- (H) **Calling Name Delivery Blocking** is sometimes known as Calling Identity Delivery and Suppression. It allows a customer to block delivery of their own calling name on outgoing calls.
- (I) **Automatic Recall** allows a customer to return the most recent incoming call, or to hear the last incoming caller's number and then optionally return the call.
- (J) **Last Caller ID Erasure** allows a customer to erase the record of the last caller's number, including the date and time of the call, so that it cannot be accessed by any call service. The service also clears the record of the last called number and the call lists, so that there is no longer any record of the most recent calls to and from the customer.
- (K) **RESERVED FOR FUTURE USE.**
- (L) **Selective Call Rejection** allows a customer to select a list of numbers from which incoming calls are automatically rejected.
- (M) **Anonymous Call Rejection** allows a customer to automatically reject all calls from withheld (blocked) numbers.

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Craig R. Thompson, President & CEO
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Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES**6.1 Advanced Features (cont'd)****6.1.1 Description of Features (cont'd)**

- (N) **Selective Call Acceptance** allows a customer to block his or her line temporarily to prevent incoming calls, but to allow pre-configured numbers through. This service includes Do Not Disturb, which allows a customer to block his or her line temporarily to prevent incoming calls. Outgoing calls can still be made as normal, but incoming calls are not connected; instead, the caller hears an announcement that the customer is not currently accepting calls.
- (O) **Call Transfer** allows a customer to call another party during an existing call and transfer the call to the second party.
- (P) **Blind Call Transfer** is similar to Call Transfer, except it transfers the call immediately after dialing *98 +the third party's number.
- (Q) **Call Barring** allows a customer to bar outgoing calls to certain types of numbers from his or her line. Some types of calls that can be barred are international calls, national calls, premium rate calls, calls to access codes, and local calls.
- (R) **Teen Service** provides up to three additional directory numbers to access the same individual line. Teen Service is only available on residential lines.
- (S) **Speed Dialing with Star Codes** allows a customer to place calls to commonly called destinations by dialing a speed call activation code instead of dialing the complete number. Speed Dialing with Star Codes is only available on business lines.
- (T) **Intercom Dialing** allows a customer to place call within a preset group using dial codes of 1-7 digits. Intercom Dialing is only available on business lines.
- (U) **Multiple Line Hunt Group** allows calls to a Pilot Directory Number to be routed to a free line within the Hunt Group. Calls to a busy line within the Hunt Group can optionally be forwarded to a non-busy line. When all lines are busy, incoming calls may be held in queue. Multiple Line Hunt Group is only available on business lines.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Advanced Features (cont'd)

6.1.1 Description of Features (cont'd)

- (V) **Call Park** allows a customer to place calls to commonly called destinations by dialing a speed call activation code instead of dialing the complete number. Call Park is only available on business lines.
- (W) **Call Pick-up** allows a customer to answer a call within a pre-configured call pick-up group from any other line with in the group. Call Pick-up is only available on business lines.
- (X) **Three Way Calling** allows a customer to add a second outgoing call to an already connected call.
- (Y) **Direct Inward Dialing** allows customers to receive calls from the Public Switched Telephone Network without the intervention of an attendant.
- (Z) **Find me, Follow me** allows a customer to program additional numbers that will be rung instead of or as well as the customer's number. A predefined order is used to determine which number or numbers will ring next. Once a number has answered the call, ringing on the other configured number or numbers is stopped.
- (AA) **Mandatory Account Codes** allows a customer to use account codes that can be entered as part of a group dialing plan. Mandatory Account Codes is only available on business lines.
- (AB) **Distinctive Ringing** allows a customer to program distinctive ring cadences for incoming calls.
- (AC) **Speed Calling** allows a customer to use one or two digit codes as shortcuts for selected phone numbers.

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Advanced Features (cont'd)

6.1.2 Residential Rates and Charges

Monthly Rates	Residential
Busy Call Forwarding	\$2.50
Unconditional Call Forwarding	\$2.50
Selective Call Forwarding	\$2.50
Remote Access to Call Forwarding	\$2.50
Basic Line Hunting	\$2.50
Call Forwarding Number Restriction	RESERVED FOR FUTURE USE
Calling Name Delivery	\$2.50
Calling Name Delivery Blocking	\$2.50
Automatic Recall	\$2.50
Last Caller ID Erasure	\$2.50
Selective Call Rejection	\$2.50
Anonymous Call Rejection	\$2.50
Selective Call Acceptance	\$2.50
Call Transfer	\$2.50
Blind Call Transfer	RESERVED FOR FUTURE USE
Call Barring	\$2.50
Teen Service	RESERVED FOR FUTURE USE
Block of any 6 features	\$6.00
Non-recurring Charge	\$5.00

6.1.3 Business Rates and Charges

Monthly Rates	<u>Basic Feature Set</u>
Speed Dialing with Star Codes	
Caller ID	
Call Hold	
Call Forwarding	
Call Waiting	
3-Way Calling	
Intercom Calling	
Call Transfer	\$6.00

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Craig R. Thompson, President & CEO
 P. O. Box 24728
 Barrigada, Guam 96921

EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Advanced Features (cont'd)

Monthly Rates	
	<u>Standard Feature Set</u>
Multiple Line Hunt Group	
Call Park	
Call Pickup	
Direct Inward Dial	
Find Me, Follow Me	\$10.00
	<u>Premium Feature Set</u>
Extended Storage Voicemail	
Do Not Disturb	
Selective Call Acceptance	
Call Barring	
Authorization Codes	
Priority Ring/Distinctive Ring	
Speed Calling	\$25.00

6.2 Web Self-Care

Web Self-Care allows a customer to change his or her configuration for certain call services via username and password on a Web-based interface. Web Self-Care also directs a customer accordingly for additional advanced call feature requests. This service is available to all Guam Telecom, LLC customers at no additional cost.

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Craig R. Thompson, President & CEO
 P. O. Box 24728
 Barrigada, Guam 96921

EXCHANGE ACCESS OPTIONAL FEATURES

6.3 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.4 and 5.6, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or channel group. *The assignment of telephone numbers and the sequence of the numbers assigned to a DID service is made at the discretion of the Company.

	Non-Recurring	Monthly Recurring
-1st Block of 100 DID Numbers	\$200.00	\$200.00
-Each additional Block of 100 DID Numbers	\$100.00	\$100.00

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Craig R. Thompson, President & CEO
P. O. Box 24728
Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES

6.4 Voice Messaging*

<u>Mailbox Type</u>	<u>Non-recurring</u>	<u>Monthly Recurring</u>	
		<u>Standard</u>	<u>Premium</u>
Residential	\$20.00	\$3.00	RESERVED FOR FUTURE USE
Business	RESERVED FOR FUTURE USE		

*Indicates that the rates of the service listed is contained in the tariff or informational purposes only and are neither approved nor disapproved by the GPUC.

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Craig R. Thompson, President & CEO
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Barrigada, Guam 96921

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EXCHANGE ACCESS OPTIONAL FEATURES

6.5 Unified Messaging *

Unified Messaging includes a unified mailbox for voicemail, fax and email messages. Customers can listen to emails over the phone, play voicemails over the web, forward faxes as email, etc.

<u>Mailbox Type</u>	<u>Non-recurring</u>	<u>Monthly Recurring</u>	
		<u>Standard</u>	<u>Premium</u>
Residential	\$20.00	\$8.00	RESERVED FOR FUTURE USE
Business	RESERVED FOR FUTURE USE		

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Barrigada, Guam 96921

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MISCELLANEOUS SERVICES

7.1 Directory Assistance Service

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. The following charges will apply:

Directory Assistance	\$0.75
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MISCELLANEOUS SERVICES

7.2 Directory Listings For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published for Guam at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	\$2.00
Non-Published Private Listing	N/A	\$2.50

For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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Craig R. Thompson, President & CEO
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MISCELLANEOUS SERVICES

7.3 Service Implementation

7.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

7.3.2 Rates

	<u>Residential</u>	<u>Business</u>
Per service order	\$20.00	\$60.00

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MISCELLANEOUS SERVICES

7.4 Restoration of Service

7.4.1 Description

A restoration charge applies to the re-establishment of service and facilities because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

7.4.2 Rates

	<u>Residential</u>	<u>Business</u>
Per occasion	\$39.99	\$49.99

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WHOLESALE SERVICES

8.1 Wholesale Service Offerings

The Company offers wholesale Telecommunications Service to qualified wholesale customers for the purpose of providing them with a Local Exchange service offering including interconnection to the Public Switched Telephone Network.

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WHOLESALE SERVICES

8.2 Terms and Conditions

- (A) Wholesale Service Offerings are designed to be provisioned over a broadband connection. As such, Wholesale Service Offerings shall only be made available to wholesale providers who interconnect with their end users with a broadband connection.
- (B) Wholesale customers who subscribe to Local Exchange Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the United States and Guam which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection and billing and collection practices.
- (C) The Company will bill the Customer of record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage for resold services. The Customer of Record is responsible for allocating charges to its end users.
- (D) The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters relating to Local Exchange Services. The Company has no obligation to provide notice to or communicate with the Customer of Record's end users.
- (E) With respect to resold services, applications for service as well as requests for additions, corrections, or discontinuances of service will be accepted only from the Customer of Record.

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WHOLESALE SERVICES

8.3 Wholesale Rates

All wholesale services offered under this tariff are provided solely to qualified wholesale customers by individually negotiated contracts. Term and volume discounts may apply. No services or rates specified within any individually negotiated contract shall be available directly to End Users.

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Barrigada, Guam 96921

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SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof

9.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer,

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;

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SPECIAL ARRANGEMENTS

9.1 Special Construction (Cont'd)

9.1.2 Termination Liability (Cont'd)

(B) (Cont'd)

- (2) license preparation, processing, and related fees;
- (3) tariff preparation, processing, and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

(C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2(A) and 9.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SPECIAL ARRANGEMENTS

9.2 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 nondiscriminatory basis.

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SPECIAL ARRANGEMENTS

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs.

- (A) 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.
- (B) Respond to Competitive Offers -The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.
- (C) Loyalty Rewards -The Company may issue Customers a one-time credit up to \$1500 as part of overall customer retention program.

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P. O. Box 24728
Barrigada, Guam 96921