
Tariff Schedule
Applicable To
Puerto Rico
Interexchange Telephone Communications
of
ASC Telecom, Inc.

ISSUED:
07-11-05

ASC Telecom, Inc.
6450 Sprint Parkway
Overland Park, KS 66251

EFFECTIVE:
07-13-05

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CHECK SHEET

* Asterisk indicates changes in current tariff filing. Current sheets in this tariff are as follows.

<u>Page</u>	<u>Revision</u>
Title	*1st
1	*1st
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8	*1st
9	*1st
10	*1st
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EXPLANATION OF SYMBOLS

When changes are made on any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected; such changes will be identified through the use of the following symbols:

- (D) - Delete or Discontinue
- (I) - Change Resulting In An Increase To A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting In A Reduction To A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable for the furnishing of telecommunications services provided by ASC Telecom, Inc. between and among points within the island.

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2. TERMS AND CONDITIONS

.1 DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Carrier - Company

The terms "Carrier and Company" refer to ASC Telecom, Inc. unless they refer specifically to the Local Exchange Company (LEC).

Day

The term "Day" denotes 8:00 a.m. to 4:59 p.m. local time at the originating terminal on Monday through Friday.

End User

Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Evening

The term "Evening" denotes 5:00 p.m. to 10:59 p.m. local time at the originating terminal on Sunday through Friday.

Holidays

The term "Holidays" denotes all Carrier specified holidays as follows: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday rates are equal to the Evening rates for the time period 8:00 a.m. to 10:59 p.m. and Night rates from 11:00 p.m. to 7:59 a.m. on Monday through Friday. If the Holiday falls on a Saturday or Sunday, the Friday preceding the Holiday or the Monday following the Holiday is rated at ASC Telecom, Inc. Holiday rates.

Night

The term "Night" denotes 11:00 p.m. to 7:59 a.m. local time at the originating terminal on Monday through Friday, any time on Saturday, Sunday 8:00 a.m. to 4:59 p.m. and 11:00 p.m. to 7:59 a.m.

2. TERMS AND CONDITIONS (Continued)

.2 UNDERTAKING OF THE CARRIER

The Company undertakes to provide 24-hour intra-island, interstate and international long distance telephone service, subject to the availability of facilities, in accordance with the terms and conditions set forth in this tariff.

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2. TERMS AND CONDITIONS (Continued)

.3 LIMITATION OF LIABILITY

.1 Liability of the Carrier

The liability of Carrier, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delay, errors, or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon Carrier. Carrier is not liable for the quality of service provided by any local exchange carrier. Carrier is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. Under no circumstances whatever shall Carrier or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages. Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders, labor problems, and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, Carrier shall not be liable for any failure of performance hereunder due to necessary network reconfiguration, system modifications due to technical upgrades, or regulations established or actions taken by any court or government agency having jurisdiction over Carrier.

.2 Overpayment

The Carrier shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow Carrier to verify such claim, is submitted within two (2) years from the date of the alleged overpayment.

.3 Disclaimer of Warranties

Except as expressly provided in this tariff, Carrier makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

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2. TERMS AND CONDITIONS (Continued)

.3 LIMITATION OF LIABILITY (Continued)

.4 Refunds for Interruption or Impairment to Carrier Service

It shall be the obligation of the customer to immediately notify the Carrier of any service interruption. In the event of foreknowledge of an interruption of service by the Carrier, for a period exceeding 24 hours, the customer will be notified in writing, by mail, at least one week in advance.

.4 USE OF SERVICE

Neither subscribers nor their authorized users may use the services furnished by the Carrier for any unlawful purpose.

.5 CUSTOMER APPLICATION FOR SERVICE

Service requests will be honored by telephone and/or through telephone confirmation with the local exchange company.

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.6 ESTABLISHMENT OF CREDIT

Carrier reserves the right to examine the credit record and check the references of all applicants and customers.

.7 DEPOSITS AND ADVANCE PAYMENTS

Carrier does not collect deposits or advance payments at this time.

2. TERMS AND CONDITIONS (Continued)

.8 RENDERING AND PAYMENT OF BILLS

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- .1 Billing periods are monthly.
- .2 The billing date is dependent on the billing cycle assigned to the customer.
- .3 Bills are due and payable as the Local Exchange Carrier dictates. Additional fees for late payment may be assessed as determined by the Local Exchange Carrier.
- .4 Bills may be paid by mail or in person at the business offices of the Local Exchange Carrier. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- .5 Carrier is not responsible for local telephone charges incurred by Customer in gaining access to Carrier's network.
- .6 Connection fees and usage and monthly access fees are billed in arrears.
- .7 The customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges.

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2. TERMS AND CONDITIONS (Continued)

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2. TERMS AND CONDITIONS (Continued)

.9 DISCONTINUANCE OF SERVICE

Service continues to be provided until canceled by Customer in writing, or until canceled by Carrier as set forth below.

.1 Cancellation by Customer

Customer may have service discontinued 30 days after giving notice to Carrier. Carrier will hold customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until 30 days after the cancellation notice is received.

.2 Cancellation by Carrier

Carrier may immediately discontinue service or cancel any application for service without incurring any liability when there is an unpaid bill for any sum due to the Carrier for service that is more than 30 days beyond the date of issue.

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2. TERMS AND CONDITIONS (Continued)

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2. TERMS AND CONDITIONS (Continued)

.10 CONTINUITY OF SERVICE

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the customer will be notified in writing, by mail, at least one week in advance.

.11 ADJUSTMENT FOR MUNICIPALITY PAYMENTS

When any municipality, other political subdivision, local agency of government, or the Puerto Rico Public Service Commission imposes upon and collects from ASC, a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the ASC customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public service commission.

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.12 DEMONSTRATION OF CALLS

From time to time the company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

.13 FEES

No fees are collected from the end user in addition to the charges as specified in Section 4.

.14 COMMISSIONS

No commissions are collected from the end user in addition to the charges specified in Section 4.

3. SERVICE AND RATE DESCRIPTION (Continued)

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.1 Operator Services¹

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Operator Services are available from specific locations within the island, for a charge.

Access to Operator Service can be obtained by the following dialing methods.

- "00" from a telephone subscribed to ASC in a FGD area.
- "0 + (NPA-NXX-XXXX)" from a telephone subscribed to ASC in a FGD area.
- "10252" + "0" + from an ASC or non-ASC subscribed telephone in a FGD area.

ASC provides the service of connecting customers to a nationwide Directory Assistance operator for a per-call charge as described in Section 4 of this tariff for intrastate information requests. Customers can receive up to two numbers per request. The fee applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested telephone number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

A credit allowance for Directory Assistance will be provided upon request if a customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

When an ASC Operator assists with a Directory Assistance call the charges as set forth in Section 4.1.1.2 will apply.

¹ Effective July 13, 2005, Operator Services will no longer be available to new customers.

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3. SERVICE AND RATE DESCRIPTION (Continued)

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3. SERVICE AND RATE DESCRIPTION (Continued)

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3. SERVICE AND RATE DESCRIPTION (Continued)

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3. SERVICE AND RATE DESCRIPTION (Continued)

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4. USAGE RATES

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.1 Operator Services¹

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Operator Services are available twenty four (24) hours a day, seven (7) days a week. Calls that begin in one rate period and terminate in another rate period will be prorated accordingly.

.1 Operator Service Usage Rates*

.1 Option A

<u>Mileage</u>	<u>Initial Minute</u>			<u>Additional Minute</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>	<u>Day</u>	<u>Evening</u>	<u>Night/ Weekend</u>
0-10	.9800	.9800	.9800	.9800	.9800	.9800
11-16	.9800	.9800	.9800	.9800	.9800	.9800
17-22	.9800	.9800	.9800	.9800	.9800	.9800
23-40	.9800	.9800	.9800	.9800	.9800	.9800
41-55	.9800	.9800	.9800	.9800	.9800	.9800
56-124	.9800	.9800	.9800	.9800	.9800	.9800
125-292	.9800	.9800	.9800	.9800	.9800	.9800
293-430+	.9800	.9800	.9800	.9800	.9800	.9800

* Each fractional call is rounded up to the next minute.

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4. USAGE RATES (Continued) (D)

.1 Operator Services¹ (Continued) (C)

.2 Operator Service Call Placement Charges

.1 Option A

CLASS OF SERVICE	Call Placement Charge/ Connection Fee
.1 Station-to-Station	\$ 6.05
.2 Person-to-Person	\$ 10.99
.3 Collect Station-to-Station	\$ 6.05
.4 Collect Person-to-Person	\$ 10.99
.5 Third-Party Billing	
.1 Station-to-Station	\$ 6.05
.2 Person-to-Person	\$ 10.99
.6 LEC Calling Card*	
.1 Operator Dialed Station-to-Station	\$ 6.05
.2 Customer Dialed Station-to-Station	\$ 5.49
.3 Person-to-Person	\$ 10.99
.7 Directory Assistance Direct Dial	\$ 0.65
.8 Problem Assistance	\$ 0.00
.9 Operator-Dialed Surcharge**	\$ 2.37
.10 Busy Line Verification***	See Sprint's Pr Tariff T.R.B. No.1, Section 6.4.3.2
.11 Emergency Interruption***	See Sprint's Pr Tariff T.R.B. No.1, Section 6.4.3.2

* ASC Telecom, Inc. accepts only cards which it can identify as valid. Usage and Call Placement Charges for LEC Calling Card calls appear on the LEC bill for both ASC Telecom, Inc. and non-ASC Telecom, Inc. subscribers.

** This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 10252 + "0" to reach the ASC Telecom, Inc. operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the customer due to equipment failure or trouble on the ASC Telecom, Inc. network; or 2) when a LEC Calling Card is used from a payphone.

*** The Busy Line Verification charge applies when ASC Telecom, Inc. provides operator assistance to determine if there is an ongoing conversation at a called station. The Emergency Interruption surcharge applies in addition to the Busy Line Verification charge when ASC Telecom, Inc. provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

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4. USAGE RATES (Continued)

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4. USAGE RATES (Continued)

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