

COMMONWEALTH OF PUERTO RICO
PUERTO RICO TELECOMMUNICATIONS REGULATORY BOARD

PREPA NETWORKS CORP.'s TARIFF

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GENERAL INFORMATION

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WAVELENGTH SERVICE

1 General

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

2 Definitions

2.1. The following definitions apply only to Wavelength Service:

- A. Availability - The relative amount of time that a service is "usable" by a Customer, represented as a percentage over any calendar month.
- B. Channel - An electrical or photonic (in the case of fiber optic based transmission systems) communications path between two or more points of termination.
- C. Gigabit Per Second (Gbps) - The speed with which the data is being transferred in the network, where one Gbps is equal to the transfer rate of 1,000 million bits of data in 1 second.
- D. Network Element (NE) - A hardware only or combined hardware/software-based system that is primarily designed to directly perform a telecommunications function. For digital transmission surveillance, an NE is the part of network equipment where a transport entity (e.g., line or path) is terminated and monitored.
- E. Optical Transport Network (OTN) - The transport network defined by the ITU-T which is composed of a set of optical network elements connected by optical fiber links, able to provide functionality of transport, multiplexing, routing, management, supervision and survivability of optical channels carrying client signals.
- F. Transparent - In communication systems, that property which allows transmission of signals without changing the electrical characteristics or coding beyond the specified limits of the system design.
- G. Wavelength Division Multiplexing (WDM) - A technology that allows two or more optical signals with different wavelengths to be simultaneously transmitted in the same direction over one fiber, and then separated by wavelength at the distant end.

3 Service Description

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

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- 3.2. Each wavelength represents a transmission channel in the wavelength system and is protocol independent of every other channel in the system. The Wavelength Service provides the capability for Customers to subscribe to individual transport and bit-rate-specific Wavelength Channels.
- 3.3. An optical channel consists of two wavelengths, used to deliver bi-directional communications. Transponders at end locations are connected directly to PREPA.Net's DWDM optical layer and provide an open interface to Customer network elements, thereby achieving virtual fiber connectivity between the Customer's locations.
- 3.4. The service is available at capacities of 2.5 and 10 Gbps per wavelength.
- 3.5. The service can be purchased in either protected or unprotected solution configurations. Under the protected mode configuration, one initial active wavelength is provisioned over a single fiber pair, with an additional fiber pair to offer service resilience. In the event of a fiber break the service will automatically switch to the standby fiber route typically within 50 milliseconds.
- 3.6. The service is protocol independent and allows the transport of a vast assortment of protocols.
- 3.7. Neither electrical interfaces nor optical add/drop multiplexing are available with the Wavelength service.

4 Terms and Conditions

- 4.1. The Wavelength Service provides physical layer transport only. PREPA.Net assumes no responsibility for the signals generated by the Customer, for the quality or defects in such signals, for the reception of signals by the Customer, or address signaling to the extent addressing is performed by the Customer. Error detection and correction of data generated by the Customer is the Customer's responsibility.
- 4.2. The Customer is responsible to ensure that Customer provided CPE meets any applicable technical requirements or limitations for the protocol used for the connection to the Wavelength Service.
- 4.3. Allowance for Service Interruptions: An interruption of service will start when an inoperative service is reported to the PREPA.Net and end when the service is operative. In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element as described in Section 6.1.
- 4.4. Obligations of the Customer - The Customer is responsible for arranging access to its Premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

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5 Limitations

- 5.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 5.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Rules and Regulations of the Federal Communications Commission and the Puerto Rico Telecommunications Regulatory Board.
- 5.3. No Consequential or Other Damages. Under no circumstances will the Company be liable for any incidental, consequential, punitive or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide services, or equipment used in connection with any services, including, without limitation, lost profits, loss of business, or cost of replacement products and services.

6 Types of Rates and Charges

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

A. Wavelength Channel Recurring Monthly Rates

A monthly recurring charge is applicable for each wavelength delivered at the Local End. For billing purposes, each month is considered to have thirty (30) days. If a wavelength is provided for less than a month, the monthly charge will be prorated.

If additional wavelengths are delivered to a Local End, additional non-recurring and recurring charges will be imposed per wavelength. The number of additional wavelengths supported per system is subject to survey and is dependent upon fiber route availability.

B. Nonrecurring Charges

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

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i. Activation and Provisioning

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

ii. Service Configuration

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

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

7 Rates and Charges

Wavelength Channels	Activation Charge	Monthly Rate
2.5 Gbps Wavelength Transport Unprotected	\$1,500.00	\$18,750.00
10 Gbps Wavelength Transport Unprotected	\$1,500.00	\$39,000.00
Channel Network Protection	\$750.00	\$1,000.00
Service Configuration Charge	\$1,500.00	

8 Term Pricing Plan

8.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

8.2. Wavelength Service is available on a monthly basis with a one-year minimum term, or under a three (3) or five (5) year term payment plan, for which corresponding discount rates are applicable. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.

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8.3. Upon completion of the term payment plan contract the Customer may renew their contract at the current, tariffed rates. If Customer does not renew their contract prior to the expiration date and does not elect to discontinue Wavelength Service, PREPA.Net will furnish Wavelength Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

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

Wavelength Channels	36 Month Commitment	60 Month Commitment
2.5 Gbps Wavelength Transport Unprotected	\$15,950.00	\$14,050.00
10 Gbps Wavelength Transport Unprotected	\$33,150.00	\$29,250.00
Channel Network Protection	\$850.00	\$750.00

9 Special Pricing Arrangements

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

10 Service Level Agreement

The following SLA agreement terms apply:

10.1. Performance

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- A. PREPA.Net has designed its network to have PREPA.Net guarantees 99.97% network uptime over a 12-month period (excludes scheduled maintenance activity).
- 10.2. Performance Monitoring and Reporting
- A. The Company will be responsible for performing monitoring up to the interconnection point between Company facilities and other facilities.
 - B. The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the interconnection point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
 - C. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.
- 10.3. Maintenance and Repair
- A. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
 - B. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the interconnection point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
 - C. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
 - D. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.
- 10.4. Credit Allowance for Service Interruptions
- A. If the Customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:

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

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METRO OPTICAL ETHERNET SERVICE

1 General

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

2 Definitions

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

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

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

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- P. Wide Area Network (WAN) - A WAN may span an unlimited geographical area connecting two or more LANs as part of an enterprise network solution.

3 Service Description

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

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

- 3.2. Metro Optical Ethernet supports transmission speeds as low as 10 Mbps and up to 1 Gbps in increments of 10Mbps from 10 Mbps to 100 Mbps and increments of 100 Mbps from 100 to 1,000 Mbps.

- 3.3. The service includes the connection to the Ethernet network, a port on the Ethernet network and the bandwidth that will be used across the network.

- 3.4. The service provides an optional feature of the ability to segregate Customer traffic, as deemed necessary by the Customer. The traffic segregation is accomplished using Ethernet Virtual Connections (EVC), at an additional charge.

- 3.5. Should the Customer wish to segregate traffic, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Mbps connection. A total of 64 EVCs may be configured per 1 Gbps connection. Should the Customer request more than 64 EVCs on a 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more than 64 EVCs.

- 3.6. The following Metro Optical Ethernet service configuration variations are available:

3.6.1. Virtual Private Line Service (EVPL)

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

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

FastE and GigE interfaces are available.

- 3.7. Metro Ethernet Service signals meet IEEE 802.3, 802.3u, or 802.3z transmission standards and may use 802.1Q VLAN tagging and stacking for certain service configurations. Technical interface requirements for Customer premises equipment (CPE) may be found in ANSI/IEEE 802.3 Specifications.

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

4 Terms and Conditions

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

4.2. Obligations of Customer and Company

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

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

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

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

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

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

5 Limitations

5.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.

5.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Rules and Regulations of the Federal Communications Commission and the Puerto Rico Telecommunications Regulatory Board.

5.3. No Consequential or Other Damages. Under no circumstances will the Company be liable for any incidental, consequential, punitive or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide services, or equipment used in connection with any services, including, without limitation, lost profits, loss of business, or cost of replacement products and services.

6 Rate Structure

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

A. Monthly Rates

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

iii. Port Size and Transport Bandwidth

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

iv. Ethernet Virtual Connections (EVCs)

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

v. Quality of Service (QoS)

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

B. Nonrecurring Charges

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

i. Activation and Provisioning

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

ii. Subsequent Activity Charge

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

7 Term Pricing Plan

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

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contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).

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

8 Rates and Charges

8.1. Application of Rates - The pricing components for Metro Ethernet Service are the Ethernet Service Connectivity & Transport charges. The rates for Ethernet Service connectivity include Basic Service Transport.

8.2. Ethernet Service Connectivity - Ethernet Service Connectivity is determined based on Ethernet Connection Speed (10/100 Mbps). The Total Transport speed per connection (based on the aggregate Transport bandwidth for all EVCs associated with a given Customer location), and the respective contract term.

Port Size and Transport Bandwidth

Port Size	Total Bandwidth Location	Transport per	Non Recurring Charges	Monthly Recurring Charges		
				Basic	3 Year	5 Year
10/100 Mbps Port	5 Mbps		\$750.00	\$600.00	\$530.00	\$495.00
	10 Mbps		\$1,000.00	\$1,050.00	\$925.00	\$860.00
	20 Mbps		\$1,000.00	\$1,600.00	\$1,400.00	\$1315.00
	50 Mbps		\$1,000.00	\$2,500.00	\$2,200.00	\$2,050.00
	100 Mbps		\$1,000.00	\$3,400.00	\$2,950.00	\$2,800.00
1 Gbps Port	100 Mbps		\$1,250.00	\$3,740.00	\$3,300.00	\$3,050.00
	200 Mbps		\$1,250.00	\$4,000.00	\$3,520.00	\$3,280.00
	500 Mbps		\$1,250.00	\$6,000.00	\$5,300.00	\$4,900.00
	1 Gbps		\$1,250.00	\$7,000.00	\$6,150.00	\$5,750.00

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Ethernet Virtual Connections (EVCs)

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

Quality of Service (QoS)

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

Subsequent Activity Charge

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

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

9 Special Pricing Arrangements

9.1. In lieu of the rates set forth in this Tariff, rates and charges for PREPA.Net's services may be established at negotiated rates on an Individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such agreements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts.

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However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

10 Service Level Agreement

The following SLA agreement terms apply:

10.1. Performance

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

10.2. Performance Monitoring and Reporting

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

10.3. Maintenance and Repair

- A. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- B. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the interconnection point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
- C. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.

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- D. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.

10.4. Credit Allowance for Service Interruptions

- A. If the Customer experiences Network Unavailability in excess of twenty four (24) hours during a calendar month may receive Service Credit as follows:
- Network Unavailability equal to or greater than twenty four (24) hours, but less than thirty six (36) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than thirty six (36) hours, but less than forty eight (48) hours in a calendar month: (7) days Service Credit.
 - Network Unavailability equal to or greater than forty eight (48) hours in a calendar month: thirty (30) days Service Credit.
- B. Unless the Customer has been notified of Network Unavailability by PREPA.Net, the Customer should notify PREPA.Net Network Operations Center of such Network Unavailability promptly during such Network event.
- C. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.
- D. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.

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SONET-BASED PRIVATE LINE SERVICE

1 General

1.1. SONET-Based Private Line Services provide dedicated, point-to-point, simultaneous full-duplex optical private line connectivity employing SONET network technology at speeds of up to 2488 Mbps.

2 Definitions

2.1. The following definitions apply only to SONET-Based Private Line Service:

- A. Add-Drop-Multiplexer (ADM) - A device capable of extracting and inserting lower-rate signals from a higher-rate multiplexed signal without completely demultiplexing the signal.
- B. Automatic Protection Switching - The ability of a network element to detect a failed working line and switch the service to a spare (protection) line. 1+1 APS pairs a protection line with each working line.
- C. Full-duplex - Capable of transmitting and receiving over the same channel simultaneously.
- D. Megabit Per Second (Mbps) - The speed with which the data is being transferred in a network, where one Mbps equals the transfer rate of 1 million bits of data in 1 second.
- E. Multiplexer - A device for combining several channels to be carried by one line or fiber.
- F. OC-3 - High capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155 Mbps.
- G. OC-12 - High capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622 Mbps.
- H. OC-48 - High capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2488 Mbps.
- I. Optical Carrier (OC) - Optical Carrier transmission rates are a standardized set of specifications of transmission bandwidth for digital signals that can be carried on Synchronous Optical Networking (SONET) fiber optic networks.

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- J. Synchronous - A network where transmission system payloads are synchronized to a master (network) clock and traced to a reference clock.
- K. Synchronous Optical Network Transmission (SONET) – A standard for optical transport that defines optical carrier levels and their electrically equivalent synchronous transport signals. SONET allows for a multi-vendor environment and positions the network for transport of new services, synchronous networking, and enhanced operations, administration, maintenance, and provisioning.

3 Service Description

- 3.1. Point-to-Point OC-3, OC-12 and OC-48 channels provide high speed synchronous optical fiber-based full duplex data transmission capabilities.

The service provides dedicated, protected bandwidth with guaranteed performance in concatenated or channelized circuit configurations. Private line services incorporate full SONET protection with diverse paths for transport and immediate restoration in the event of an outage.

- 3.2. These services provide optical data transmission between end points with the following characteristics:

OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps

OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps

OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps

- 3.3. OC-3, OC-12 and OC-48 channels may be used to connect:

- one Customer-designated premise to another Customer-designated premise, either with or without the add/drop multiplexing capability at the Customer-designated premises.

- a Customer-designated premise either with or without add/drop multiplexing capability to a PREPA.Net location where add/drop functions and/or cross-connections are performed.

4 Optional Features and Functions

The following optional features and functions are available: Add/Drop Multiplexing, and 1+1 Protection with Route Survivability.

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4.1. OC-3, OC-12, OC-48 and OC-192 Add/Drop Multiplexing

An arrangement at the Customer premise that allows an OC-3, OC-12, or OC-48 channel operating at a terminating speeds of 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps, respectively, to add/drop a lower speed channel by using this feature.

When OC-3 Service, OC-12 Service, and OC-48 Service is provided, the Customer has the option of supplying the add/drop multiplexing at the Customer premises. If the Customer chooses to supply the equipment, the add/drop multiplexing must be compatible with the add/drop multiplexing used by PREPA.Net. PREPA.Net will work with the Customer to select compatible add/drop multiplexers which conform to the requirements set forth in established standard and technical publications.

4.2. 1+1 Protection with Route Survivability

This option will provide 1+1 protection and offer additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protect fiber pair via a physically diverse alternate route.

5 Terms and Conditions

5.1. PREPA.Net's SONET Private Line Service is available 24 hours per day, 7 days per week, except for preventive maintenance.

5.2. Obligations of Customer and Company

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

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

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6 Limitations

- 6.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company.
- 6.2. The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Rules and Regulations of the Federal Communications Commission and the Puerto Rico Telecommunications Regulatory Board.
- 6.3. No Consequential or Other Damages. Under no circumstances will the Company be liable for any incidental, consequential, punitive or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide services, or equipment used in connection with any services, including, without limitation, lost profits, loss of business, or cost of replacement products and services.

7 Rate Structure

- 7.1. The follow rates categories are applicable to SONET-Based Private Line Service:

C. Monthly Rates

Recurring charges for Dedicated Transport Service will vary based on the capacity of service and the term plan selected. Point-to-Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

D. Nonrecurring Charges

Per circuit installation charges applicable based on the circuit type for specific work activity.

8 Term Pricing Plan

- 8.1. Minimum Period - The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for services set forth in this Tariff

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unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

- 8.2. SNET Private Line Service is available on a monthly basis with a one-year minimum term, or under a three (3) or five (5) year term payment plan, for which corresponding discount rates are applicable. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period.
- 8.3. Upon completion of the term payment plan contract the Customer may renew their contract at the current, tariffed rates. If Customer does not renew their contract prior to the expiration date and does not elect to discontinue SNET Private Line Service, PREPA.Net will furnish the Service to the Customer as specified in the contract on a month-to-month basis at the current, monthly tariffed rates (which will be subject to company initiated rate changes).
- 8.4. If Customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.

9 Rates and Charges

9.1. Specific Rates and Charges

Transport

End to End Circuit	Non Recurring Charges	Monthly Recurring Charges		
		Monthly	3 Year	5 Year
OC3	\$1,500.00	\$9,300.00	\$8,370.00	\$7,905.00
OC12	\$1,750.00	\$18,660.00	\$16,795.00	\$15,115.00
OC48	\$2,000.00	\$29,850.00	\$26,865.00	\$24,175.00

Add / Drop Multiplexing

ADM Function per Arrangement	Non Recurring Charges	Monthly Recurring Charges		
		Monthly	3 Year	5 Year
OC3	\$400.00	\$1,050.00	\$945.00	\$892.50
OC12	\$400.00	\$2,400.00	\$2,160.00	\$2,040.00
OC48	\$400.00	\$3,800.00	\$3,420.00	\$3,230.00

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Protection

	Non Recurring Charges	Monthly Recurring Charges
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1+1 Protection with Route Survivability	\$500.00	\$1,600.00
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9.2 The rates and charges set forth provide for the furnishing of service only where facilities presently exist. In locations where the service is not available, special construction charges will apply.

10 Special Pricing Arrangements

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

11 Service Level Agreement

The following SLA agreement terms apply:

11.1. Performance

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

11.2. Performance Monitoring and Reporting

- A. The Company will be responsible for performing monitoring up to the interconnection point between Company facilities and other facilities.
- B. *The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the interconnection point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.*

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- C. The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.
- 11.3. Maintenance and Repair
- A. Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- B. The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the interconnection point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
- C. Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled as practical and feasible for the Carrier.
- D. Point of Contact - The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.
- 11.4. Credit Allowance for Service Interruptions
- A. If the Customer experiences Network Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:
- Network Unavailability equal to or greater than four (4) hours, but less than sixteen (16) hours, in a calendar month: twenty four (24) hours Service Credit.
 - Network Unavailability equal to or greater than sixteen (16) hours, but less than twenty four (24) hours in a calendar month: seven (7) days Service Credit.
 - Network Unavailability equal to or greater than twenty four (24) hours in a calendar month: thirty (30) days Service Credit.
- B. Unless the Customer has been notified of Network Unavailability by PREPA.Net, the Customer should notify PREPA.Net Network Operations Center of such Network Unavailability promptly during such Network event.
- C. Each Customer must promptly report any problems and request that a Trouble Ticket be opened, and must provide reasonable assistance in diagnosing any

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problem with the Service, including, without limitation, providing PREPA.Net support personnel access to the Customer premises, providing support personnel remote access to Customer's hardware, and providing assistance via telephone, fax or email.

- D. Service downtime is calculated commencing at the time at which Customer contacts PREPA.Net to report a Service problem and a Trouble Ticket is opened.

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