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PRIVATE LINE SERVICE

This section contains the regulations and rates applicable to digital private line service furnished for domestic and international communications by the FSM Telecom. Domestic private line service, which is defined as private line service with both customer locations within FSM, is provided in its entirety by the Company. International digital private line service is provided in partnership with foreign telecommunications companies. FSM Telecom provides the facilities between the customer's location within FSM and a theoretical midpoint of the international portion of the facilities. For satellite service, the midpoint is generally considered to be the satellite. The uplink between FSM's earth station and the satellite is provided under the Company's tariffs while the downlink between the satellite and the customer's location at the foreign point is provided by the foreign telecommunications carrier.

1 Regulations

- 1.1 Private line service is the furnishing for the private use of customers and authorized users of the required facilities for direct transmission and reception of communications between specified locations.
- 1.2 Under this section, the Company offers the use of its facilities for
  - 1.2.1 Domestic Digital Lease circuits which is defined as private line service between the central offices serving the customer's locations on any two states within the Federated States of Micronesia, and
  - 1.2.2 International Digital Lease circuits between the central office serving the customer within FSM and the customer's location at a foreign destination. The portion between the central office serving the customer's FSM location and a theoretical midpoint of the international facilities is charged according to this section of the tariff. The portion from the theoretical midpoint to the customer's foreign location is rated according to the foreign telecommunication's tariffs.

Facilities between the customer's FSM location and the serving central offices are provided under section 1 of this tariff.

Note: This tariff supercedes FSM Telecom's previous tariff.

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1 Regulations (continued)

- 1.3 For international private line service, the Company, acting as the customer's authorized agent, will make reasonable efforts to arrange for the necessary facilities located at the foreign point with the foreign telecommunications carrier.
- 1.4 The Company does not undertake to transmit messages.
- 1.5 Service is available on a full time basis, 24 hours per day, seven days per week.
- 1.6 Minimum period to lease private line circuits is 12 calendar months. A penalty of 25% of the remaining lease will be assessed for early termination. Service capacity can be increased at any time with penalty. In the event capacity is increased, the start of the minimum period will be the date the increased capacity is placed into service. Termination of the service within 12 months of the increased capacity service date will result in assessment of the 25% penalty of the remaining lease.
- 1.7 Furnishing of private line service is contingent upon availability of equipment.
- 1.8 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing the service or facilities under this section of the tariff and not caused by the negligence of the customer or authorized user, or of the Company failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors in defect in transmission occurs.

Note: This tariff supercedes FSM Telecom's previous tariff.

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1 Regulations (continued)

- 1.9 The Company is not liable for any act or omission of its foreign partners furnishing a portion of the international service beyond an amount equal to Company's proportionate charge to the customer for the period during which such act or omissions occur; nor shall Company be liable for any damages or losses due to the fault or negligence of the customer or authorized user or to the failure of customer provided equipment or facilities.
- 1.10 The Company shall be indemnified and saved harmless by the customer and others against claims for libel, slander, or the infringement of copyright arising from the material transmitted over the private line services; against claims for infringement of patents arising from combining with or using in connection with private line service furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer or authorized user in connection with any facilities provided under this section of the tariff.
- 1.11 No liability shall attach to the Company for any defacement or damages to the customer's or authorized user's premises resulting from the existence of the Company's terminal equipment, apparatus and associated wiring on such premise, or from the installation or removal thereof, when such defacement or damage is not the result of negligence or willful act of the Company.
- 1.12 Private line channels furnished by the Company and in the case of international private line service are communications paths suitable for the purpose furnished and are derived in such a manner as Company and in the case of international private line service the foreign partner may elect.
- 1.13 The Company will provide within FSM all equipment and facilities required to furnish private line service except that terminal equipment located on premises of the customer or authorized user may be provided by others. The terminal equipment furnished by others shall be so constructed, maintained and operated to work satisfactorily with the facilities furnished by the Company.

Note: This tariff supercedes FSM Telecom's previous tariff.

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1 Regulations (continued)

- 1.14 When the private line service is used for data transmissions which require data sets, such data sets may be provided by the Company or by others at the option of the customer, except that the Company shall furnish all data sets located in its terminal or central offices. When the data sets on a given private line service are provided by others, it shall be the responsibility of the customer to ensure the continuing compatibility of such data sets with the private line service furnished by the Company.
- 1.15 Private line service shall not be used for an unlawful purpose.
- 1.16 Private line terminal facilities shall not be connected to the public switched network.
- 1.17 The customer shall be responsible for power required to operate Company facilities installed on the customer's or authorized user's premises and the provisioning of space and supporting structures as required.
- 1.18 The customer shall be responsible for routine maintenance of customer premise equipment including stationary supplies required by such equipment.
- 1.19 The customer shall grant or obtain permission for the Company to access at a reasonable hour to install, repair, maintain, and upon termination of service remove its facilities.
- 1.20 The customer shall not assign or transfer any rights to subscribed services without written consent by the Company.
- 1.21 In the event the customer cancels the order for private line service after submitting an application but prior to the Company incurring any costs, the installation deposit shall be refunded to the customer. If the Company has incurred costs associated with installation of the service ordered, the installation deposit shall be forfeited by the customer.
- 1.22 The Company requires a minimum of nine (9) weeks from date of application to install digital lease circuits.

Note: This tariff supercedes FSM Telecom's previous tariff.

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FSM TELECOMMUNICATIONS CORPORATION TARIFF

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2. Rates

2.1 Domestic Digital Lease Circuit Rates

The following rates apply for digital lease circuits between the serving central offices located on any two (2) states within the Federated States of Micronesia. In addition to the monthly recurring charges (MRC) shown, line extension charges between the serving central offices and the customer's locations are applicable.

The nonrecurring charge (NRC) is due when the application for service is submitted.

Domestic Digital Lease Circuit			
Name	Data Rate Kbps	MRC	NRC
Domestic-Digital-128	128	\$1,219.00	\$1,219.00
Domestic-Digital-256	256	\$2,437.00	\$2,437.00
Domestic-Digital-512	512	\$4,873.00	\$4,873.00
Domestic-Digital-1024	1024	\$9,745.00	\$9,745.00
Domestic-Digital-1536	1536	\$14,617.00	\$14,617.00

Note: This tariff supercedes FSM Telecom's previous tariff.

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2. Rates (continued)

2.2 International Digital Lease Circuit Rates

The following rates apply for International digital lease circuits between FSM and a theoretical midpoint of the international portion of the circuit. The Half Circuit rate applies for the portion of the circuit between the Company's toll terminal center located on Pohnpei and a theoretical midpoint of the international portion of the circuit. The Extension portion of the circuit applies to customers located on Chuuk, Kosrae, and Yap. The Extension charge applies to extending the circuit from the Company's toll terminal to the customer's serving central office on these islands. In addition to the monthly recurring charge(s) shown, a line extension charge between the serving central office and the customer's location is applicable.

In addition to the rates shown, charges between the midpoint to the customer's foreign location is applicable. The Company will obtain these charges from the appropriate foreign telecommunications partner and provide it to the customer. The customer is responsible for payment of these charges directly to the foreign telecommunications carrier.

International Digital Lease Circuit				
Data Rate Kbps	Midpoint to Pohnpei Half Circuit MRC	Chuuk, Kosrae, or Yap Extension MRC	Pohnpei Circuit Nonrecurring Charge	Chuuk, Kosrae, or Yap Nonrecurring Charge
128	\$2,632.00	\$1,219.00	\$2,632.00	\$3,851.00
256	\$5,264.00	\$2,438.00	\$5,264.00	\$7,702.00
512	\$10,528.00	\$4,876.00	\$10,528.00	\$15,404.00
1024	\$21,056.00	\$9,752.00	\$21,056.00	\$30,808.00
1536	\$31,584.00	\$14,628.00	\$31,584.00	\$46,212.00

Note: This tariff supercedes FSM Telecom's previous tariff.

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# FSM TELECOMMUNICATIONS CORPORATION TARIFF

## Section 5 – Internet Service

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### 1 Application

1.1 The Internet is a worldwide system of computer networks originally conceived by the Advanced Research Projects Agency of the U.S. government. This section of the tariff applies to Internet services provided by FSM Telecom.

1.2 The Company provides Internet access on a dial-up, dedicated access basis (such as Global IP over T1, ADSL, and VDSL), mobile and wireless fidelity or WiFi. The various offerings have the following key differences: Committed Information Rate (CIR) – which relate to how much of the link speed is guaranteed to the Internet; Service Level Agreement (SLA) – which determines how quickly a service will be repaired in the event of a failure; and Contention Ratio (CR) – which establish the amount of services with a given bandwidth that are sold for the same amount of bandwidth that is purchased. All ADSL services will be prepaid for the month in advance, with a 10 day grace period before service termination. Applicable rates for dial-up and dedicated access services are provided in sections 3.1 and 3.2 respectively. Applicable rates for mobile and WiFi are provided in sections 3.8 and 3.9 respectively. The dial-up access number for each state is as follows.

1.2.1 Chuuk: 330-7555

1.2.2 Kosrae: 370-7555

1.2.3 Pohnpei: 320-7555

1.2.3 Yap: 350-7555

### 2 Regulations

2.1 FSM Telecom supports customers' right to privacy and does not exercise control over the content of information created or accessed over the Company's Internet services. FSM Telecom does not accept responsibility for the content of materials and information accessible through FSM Telecom's services. Customers are solely responsible for all materials published to the Internet using FSM Telecom's services. It is the sole responsibility of the persons or organizations that publish information to understand and comply with all applicable laws and regulations. FSM Telecom reserves the right to remove any materials that may potentially violate the law or the Company's acceptable policy. FSM Telecom reserves the right to suspend or cancel the services of any FSM Telecom subscriber in the event the Company receives complaints that the

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subscriber may be in violation of any applicable law or the Acceptable Use Policy.

- 2.2 In using FSM Telecom's Internet services customers agree to accept the terms of the Company's acceptable use policy and to comply with all laws and regulations associated with these services. Customers also agree to abide by the accepted norms of the Internet community.
- 2.3 Internet services are provided subject to availability of facilities. The Company makes no guarantees on any service provided. The Company is not liable for any damages customers may suffer as a result of the use of the Company's Internet services.
- 2.4 FSM Telecom accepts no responsibility for the quality or accuracy of any information obtained using the Company's Internet services. Customers are responsible for verifying the quality and accuracy of information they obtain through the Company's services..
- 2.5 With respect to FSM Telecom's email service the Company reserves the right to delete any mail left on the Company's mail servers for over 30 days.
- 2.6 The Company offers a web hosting service up to 10 MB capacity for a monthly charge. The Company reserves the right to charge additional amounts for web sites in excess of this 10 MB capacity.
- 2.7 The Company's Internet access service is intended for periodic active use of email, newsgroups, file transfers, chat, gaming, and web browsing. Pinging to maintain a connection is prohibited. Any unattended, inactive or unreasonably long user session may be terminated at FSM Telecom's discretion.
- 2.8 Customers shall not, nor shall they permit nor assist others to abuse or fraudulently use FSM Telecom's Internet products and services, including but not limited to the following:
  - 2.8.1 Using FSM Telecom's services to engage in or support illegal activities.
  - 2.8.2 Attempting to access other's accounts or attempting to bypass the security of FSM Telecom's or other entities' computer systems (hacking) without authorization.

Note: This tariff supercedes FSM Telecom's previous tariff.

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- 2.8.3 Making fraudulent offers of services, products or items from your account.
  - 2.8.4 Making threats of bodily harm or property damage to others.
  - 2.8.5 Posting or emailing "get rich quick" scams or chain letters.
  - 2.8.6 Mailbombing or Spamming: Sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts; or sending one unsolicited e-mail message to twenty or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients.
  - 2.8.7 Sending or posting to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group list that causes complaints from the recipients of such unsolicited email.
  - 2.8.8 Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
  - 2.8.9 Using a FSM Telecom email account as a "mail drop" for replies to unsolicited messages.
  - 2.8.10 Allowing others (including members of your household) to use your FSM Telecom account.
  - 2.8.11 Distributing computer viruses or worms using FSM Telecom's services or facilities. Knowingly engaging in any activity that will result in degradation of service (e.g., synchronized number sequence attacks) to any FSM Telecom customer or a member of the Internet community.
  - 2.8.12 Using the FSM Telecom IP products and services to interfere with the use of the FSM Telecom network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.

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- 2.9 The customer is responsible for accessing the Internet via the dial-up number within his exchange. Accessing the Internet using the dial-up number outside of his exchange will result in applicable toll charges.
- 2.10 Customers are billed monthly in advance for Internet Access Service. In the month an account is activated, customers will have their monthly recurring charge prorated. Customers canceling their account before the end of the month will not receive a refund for any unused period or usage.
- 2.11 Once an account is activated, the monthly recurring charge for Internet Access Service is applicable even if no usage is recorded on the account.

3 Rates

The following rates and conditions are applicable to Internet services provided by FSM Telecom.

3.1 Dial-up Internet Access Service

<u>Package Name</u>	<u>No. of Internet Users Included</u>	<u>Monthly Charge</u>	<u>Hours per Month Included in Monthly Charge</u>	<u>Set-Up Fee (Non-Recurring Charge)</u>	<u>Rate per Hour in Excess of Included Time</u>
Basic	1	\$19.95	10	\$19.95	\$1.95
Home Saver	5	\$44.95	30	\$19.95	\$1.95
Business Saver	10	\$79.95	60	\$19.95	\$1.95
Elite Saver	15	\$149.95	120	\$19.95	\$1.95

- 3.1.1 There is a \$9.95 non-recurring charge applicable for changing packages after the initial set-up of an account.
- 3.1.2 Unused hours included in monthly charge cannot be accrued to succeeding months.
- 3.1.3 The Basic, Home Saver, Business Saver, and Elite Saver accounts can add additional users in excess of the number included in each package for a charge of \$4.95 per month per additional user.

Note: This tariff supercedes FSM Telecom's previous tariff.

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3.2 Dedicated Internet Access Service

3.2.1 Global IP over T1

This will deliver a premium service to customers who want the best possible performance, and a truly guaranteed data rate. The services will be split into two variants: Basic and Premium. Basic services will be oversubscribed at a Contention Ratio (CR) of 2 and will have a Committed Information Rate (CIR) of 50% of the data rate, while Premium services will be guaranteed the entire data rate at all times (essentially a CR of 1), with a CIR of 100% of the data rate. All Global IP over T1 services will be subject to a strong SLA (within 24 hours) for service repair, will not be presented with any download limits, and are available in all of the FSM states and subject to availability of facilities.

3.2.1.1 Basic Services

Global IP over T1 - Basic			
Name	Downstream Kbps	Upstream Kbps	MRC
Global-T1-Basic-128	128	128	\$319.00
Global-T1-Basic-192	192	192	\$478.00
Global-T1-Basic-256	256	256	\$637.00
Global-T1-Basic-384	384	384	\$955.00
Global-T1-Basic-512	512	512	\$1,273.00
Global-T1-Basic-768	768	768	\$1,910.00
Global-T1-Basic-1024	1024	1024	\$2,546.00
Global-T1-Basic-1280	1280	1280	\$3,183.00
Global-T1-Basic-1536	1536	1536	\$3,819.00

Note: This tariff supercedes FSM Telecom's previous tariff.

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3.2.1.2 Premium Services

Global IP over T1 - Premium			
Name	Downstream Kbps	Upstream Kbps	MRC
Global-T1-Premium-128	128	128	\$637.00
Global-T1-Premium-192	192	192	\$955.00
Global-T1-Premium-256	256	256	\$1,273.00
Global-T1-Premium-384	384	384	\$1,909.00
Global-T1-Premium-512	512	512	\$2,545.00
Global-T1-Premium-768	768	768	\$3,818.00
Global-T1-Premium-1024	1024	1024	\$5,090.00
Global-T1-Premium-1280	1280	1280	\$6,363.00
Global-T1-Premium-1536	1536	1536	\$7,635.00

3.2.2 Very high bit-rate Digital Line Subscriber or VDSL

VDSL is a premium IP services offering that will only be available subject to availability of facilities. VDSL cannot be offered where direct physical connection to the Company's Fiber optic is not available. VDSL will be guaranteed a CIR of 50% of purchased bandwidth. VDSL is a synchronous offering which can easily reach speeds of 20Mbps within distances of 2.5 miles. VDSL will not be subject to any download quotas, and users will have unlimited access at their connection speed. VDSL will be provided with a medium SLA (within 48 hours) for service repair, and a CR of 4.

iSPEED VDSL			
Name	Downstream Kbps	Upstream Kbps	MRC
VDSL-1024	1024	1024	\$1,274.00
VDSL-2048	2048	2048	\$2,548.00
VDSL-3072	3072	3072	\$3,822.00
VDSL-4096	4096	4096	\$5,096.00
VDSL-5120	5120	5120	\$6,370.00
VDSL-6144	6144	6144	\$7,644.00
VDSL-7168	7168	7168	\$8,918.00
VDSL-8192	8192	8192	\$10,192.00

Note: This tariff supercedes FSM Telecom's previous tariff.

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3.2.3 Business Asynchronous Digital Subscriber Line or ADSL

Asymmetric Digital Subscriber Line (ADSL) is one form of the Digital Subscriber Line technology, a data communications technology that enables faster data transmission over copper telephone lines than a conventional voiceband modem can provide. Business ADSL is a basic unlimited offering without a guaranteed CIR. Business ADSL will be available in all of the FSM states states, within 4.5 miles of the following locations: Kolonia CO, Palikir, South East Remote, Chuuk CO, Kosrae CO, and Yap CO and a designated ADSL-equipped wire center. All Business ADSL services will be subject to availability, due to the unpredictable nature of the copper plant, and service requests will only be accepted after testing the line. Business ADSL will have a minimal SLA (within 72 hours).

Business iSPEED ADSL			
Name	Downstream Kbps	Upstream Kbps	MRC
Business-Starter	256	64	\$100.00
Business-Basic	512	128	\$200.00
Business-Standard	1024	256	\$399.00
Business-Premium	1024	512	\$479.00
Business-Pro	1536	384	\$599.00
Business-Elite	1536	768	\$718.00

3.2.4 Home Asynchronous Digital Subscriber Line or ADSL

Home ADSL is a basic offering without a guaranteed CIR, and will be available in all of the FSM states, within 4.5 miles of the following locations: Kolonia CO, Palikir, South East Remote, Chuuk CO, Kosrae CO, and Yap CO and a designated ADSL-equipped wire center. However, additional technical limitations (e.g., pair-gain equipment, load coils, bridge taps, etc.) may cause the service to be unavailable to customers within the specified range. Home ADSL services will be subject to availability and an acceptable usage policy where heavy downloader's are warned to reduce their usage, or face service termination. Home ADSL will not have any SLA associated with the service, and in the event of a failure it will be repaired when possible.

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Home iSPEED ADSL			
Name	Downstream Kbps	Upstream Kbps	MRC
Home-Basic	256	64	\$33.00
Home-Standard	512	128	\$65.00
Home-Premium	1024	256	\$129.00
Home-Elite	1536	384	\$194.00

3.2.5 Dedicated Access Facilities Additional Fees

Home ADSL Installation	\$24.00
Business ADSL Installation	\$24.00
VDSL Installation	\$99.00
ADSL / VDSL Relocation	\$21.00
IPL Installation	\$1,999.00
IPL Relocation	\$21.00

3.2.6 Conditions for dedicated access facilities

- 3.2.6.1 Minimum lease period for dedicated Internet facilities is one (1) year.
- 3.2.6.2 Applicable service connection, local loop, and domain name service (DNS) registration charges will be assessed in addition to the above charges.
- 3.2.6.3 Terms and Conditions of Service as specified in the subscriber Internet Leased Line and IP Port Rental Agreement are applicable.
- 3.2.6.4 The customer shall be responsible for materials and services beyond the endpoint of the dedicated access facilities provided by FSM Telecom at customer's premise.
- 3.2.6.5 Customer Premise Equipments (CPE) provided by FSM Telecom remains the property of the Company throughout the tenure of service.
- 3.2.6.6 FSM Telecom reserves the right to charge for the full cost of CPE should it be appropriate where damage is brought to C by customer's negligence.
- 3.2.6.7 FSM Telecom reserves right to charge for facilities, CPE, or materials utilized for the provision of services at existing market prices that are not factored in the monthly

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recurring fees of the service and outside of the common procurement of the service.

3.2.6.8 An ADSL modem is required for ADSL broadband dedicated Internet access. One free modem is provided with a one-year DSL service contract. Full retail value of equipment will be assessed if customer cancels contract early. Second or additional modem will be charged full retail value of equipment

3.2.6.9 ADSL service rates do not include telephone service.

3.2.6.10 FSM Telecom reserves the right to bundle services in such way to combine ADSL, Telephone, Value Added Services, Domestic Long Distance, Home to Mobile at rates equal to sum of published service rates plus current Average Revenue per User (ARPU) for the targeted service.

### 3.3 Web Hosting

FSM Telecom offers web hosting for \$19.95/month. The monthly rate includes up to 10 MB of space. The charge for each additional 10 MB space is \$5/month. A \$25 one-time setup fee includes FTP access and domain name routing.

### 3.4 Technical support

3.4.1 FSM Telecom will troubleshoot service and equipment up to where a service is terminated at the Company's provided C endpoint at no additional cost. For example, at the company provided router or ADSL.

3.4.2 FSM Telecom will assess a fee of \$25 per hour for points beyond the Company' provided C .

### 3.5 Domain Registration

To register a domain name ending in .fm, please visit [www.dot.fm](http://www.dot.fm). Domain registration generally costs \$100 a year, but special packages are regularly available through the website

### 3.6 Public Internet Booth

3.6.1 The Company provides public Internet booth within its stations. Customers will be charged the prepaid Internet rates provided in paragraph 3.6.2.1 for Internet access. The following conditions apply:

Note: This tariff supercedes FSM Telecom's previous tariff.

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1 Regulations (continued)

- 1.14 When the private line service is used for data transmissions which require data sets, such data sets may be provided by the Company or by others at the option of the customer, except that the Company shall furnish all data sets located in its terminal or central offices. When the data sets on a given private line service are provided by others, it shall be the responsibility of the customer to ensure the continuing compatibility of such data sets with the private line service furnished by the Company.
- 1.15 Private line service shall not be used for an unlawful purpose.
- 1.16 Private line terminal facilities shall not be connected to the public switched network.
- 1.17 The customer shall be responsible for power required to operate Company facilities installed on the customer's or authorized user's premises and the provisioning of space and supporting structures as required.
- 1.18 The customer shall be responsible for routine maintenance of customer premise equipment including stationary supplies required by such equipment.
- 1.19 The customer shall grant or obtain permission for the Company to access at a reasonable hour to install, repair, maintain, and upon termination of service remove its facilities.
- 1.20 The customer shall not assign or transfer any rights to subscribed services without written consent by the Company.
- 1.21 In the event the customer cancels the order for private line service after submitting an application but prior to the Company incurring any costs, the installation deposit shall be refunded to the customer. If the Company has incurred costs associated with installation of the service ordered, the installation deposit shall be forfeited by the customer.
- 1.22 The Company requires a minimum of nine (9) weeks from date of application to install digital lease circuits.

Note: This tariff supercedes FSM Telecom's previous tariff.

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2. Rates

2.1 Domestic Digital Lease Circuit Rates

The following rates apply for digital lease circuits between the serving central offices located on any two (2) states within the Federated States of Micronesia. In addition to the monthly recurring charges (MRC) shown, line extension charges between the serving central offices and the customer's locations are applicable.

The nonrecurring charge (NRC) is due when the application for service is submitted.

Domestic Digital Lease Circuit			
Name	Data Rate Kbps	MRC	NRC
Domestic-Digital-128	128	\$1,219.00	\$1,219.00
Domestic-Digital-256	256	\$2,437.00	\$2,437.00
Domestic-Digital-512	512	\$4,873.00	\$4,873.00
Domestic-Digital-1024	1024	\$9,745.00	\$9,745.00
Domestic-Digital-1536	1536	\$14,617.00	\$14,617.00

Note: This tariff supercedes FSM Telecom's previous tariff.

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