

**Before the  
GUAM PUBLIC UTILITIES COMMISSION  
Hagatña, Guam 96910**

In the Matter of )  
 ) Docket No. 10-\_\_\_\_  
Joint Petition of GTA Telecom, LLC and )  
Pulse Mobile, LLC for approval of the )  
Wireless Interconnection and Reciprocal )  
Compensation Agreement pursuant to )  
Section 252(e) of the Telecommunications )  
Act of 1996 )

**PETITION FOR APPROVAL OF THE WIRELESS INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT FOR THE TERRITORY OF GUAM  
UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996**

GTA Telecom, LLC (“GTA”) and Pulse Mobile, LLC (collectively referred to as the (“Parties”)), hereby petition the Guam Public Utilities Commission (“GPUC” or “Commission”) for approval of the Interconnection Agreement for the Territory of Guam. The Agreement with Pulse Mobile, LLC is submitted herewith.


This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

The Parties submit the Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The Parties request that the GPUC approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Agreement set forth in Section(s) 252(e)(2)(A)(i) and 252(e)(2)(A)(ii) of the Act are not applicable to the Agreement. The Parties assert that the Agreement does not discriminate against a telecommunications carrier that was not a party to the Agreement. The Parties also assert that the implementation of the Agreement

is consistent with the public interest, convenience, and necessity. The implementation of the Agreement does not violate or constitute barriers to any requirement of the Commission.

The Parties respectfully requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to negotiations. The current Agreement on file as Docket 05-08 expired.

Respectfully submitted this 16<sup>th</sup> day of March, 2010.

By:   
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WIRELESS INTERCONNECTION  
AND  
RECIPROCAL COMPENSATION AGREEMENT  
BETWEEN  
GTA TELECOM, LLC  
AND  
PULSE MOBILE, LLC

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I. Article I

I. **INTRODUCTION**

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 10<sup>th</sup> Day of March, 2010 (the "Effective Date"), by and between TeleGuam Holdings, LLC d/b/a GTA Telecom ("GTA") with offices at 624 North Marine Drive, Tamuning, GU 96913-4401 and Pulse Mobile, LLC ("MPULSE") with offices at 624 North Marine Drive, Tamuning, GU 96913-4401.

2. **RECITALS**

WHEREAS, GTA is an incumbent Local Exchange Carrier, as defined by FCC, in the Territory of Guam;

WHEREAS, MPULSE is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the Territory of Guam;

WHEREAS, GTA and MPULSE desire to exchange calls between their networks and wish to establish Interconnection and compensation arrangements for these calls;

WHEREAS, MPULSE requested that GTA enter into an interconnection agreement in accordance with §§ 251 and 252 of the Communication Act of 1934, as amended by the Telecommunications Act of 1996 ("Act");

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTA and MPULSE hereby agree as follows:

II. Article II

1. **DEFINITIONS**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

- 1.2 "As Defined in the Act", means as specifically defined by the Act, as may be interpreted from time to time by the FCC, the Commission, Guam territorial courts, or federal courts.
- 1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, Guam territorial courts, or federal courts.
- 1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. § 153(1)
- 1.5 "Central Office Switch" means a switch Telecommunications Services, including, but not limited to: used provide to:
- (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
  - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, Switching, signaling, transmission and related functions would reside in a host office. Local switching capabilities may be resident in a Remote End Office Switch.
  - (c) "Host Office Switch" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
  - (d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an Interexchange Carrier. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions.
- A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.6 "Commercial Mobile Radio Services" or "CMRS" means a radio communication

service between mobile stations or receivers as defined in 47 USC §332(d)(1) and 47 CFR § 20.3.

- 1.7 "Commission" means the Public Utilities Commission of Guam.
- 1.8 "Effective Date" means the date first above written.
- 1.9 "FCC" means the Federal Communications Commission.
- 1.10 "Interconnection" for purposes of this Agreement is the linking of GTA and MPULSE networks for the exchange of telecommunications traffic between (1) MPULSE subscribers, sent or received via the use of GTA Wireless CPE; and (2) the landline end users of GTA.
- 1.11 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, InterLATA Service, interstate exchange service, international exchange service or toll traffic within the MTA.
- 1.12 "InterLATA Service" means telecommunications- between a point located in a local access and transport area and a point located outside such area.
- 1.13 "Local Exchange Routing Guide" or "LERG" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.14 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:
  - (A) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
  - (B) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission.
- 1.15 "Local Service Area" means, for MPULSE, Major Trading Area Number 50 (Guam-Northern Mariana Islands) and for GTA, its local calling area contained in GTA's then current General Subscriber Service Tariff.
- 1.16 "Local Traffic" is defined for all purposes under this Agreement as Local Service Area traffic that is between (1) MPULSE subscribers, sent or received via the use of MPULSE CPE; and (2) the landline end users of GTA, within the same Major Trading Area (MTA). Local Traffic may be handled pursuant to an approved interconnection agreement between the originating Party and a carrier,

which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by MPULSE is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for GTA shall be the end office serving the calling or called party, and for MPULSE shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

- 1.17 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under § 332( c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. § 153(26)
- 1.18 "Major Trading Area" or "MTA" means the Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 rd Commercial Atlas & Marketing Guide, 123 edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202(a) or other applicable law.
- 1.19 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. § 153(28)
- 1.20 "Non-Local Traffic" means all traffic that is not Local Traffic as defined in §1.16 hereof.
- 1.21 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).
- 1.22 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.23 "Party" means either GTA or MPULSE, and "Parties" means GTA and MPULSE.
- 1.24 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA/NXX Codes that have been assigned to an ILEC for its provision of Exchange Services.
- 1.25 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the Transport and Termination on each carrier's network of Local Traffic, as defined in § 1.16 above, that originates on the network facilities of the other carrier. Compensation,



regardless of the Party that receives it, is symmetrical.

- 1.26 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as set and received. 47 U.S.C § 153 (43)
- 1.27 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.28 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. § 226(a)(2)). A Telecommunications Carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. § 153(44)
- 1.29 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.30 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party's premises or mobile handset.
- 1.31 "Transit Traffic" is traffic that originates from one provider's network; "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.
- 1.32 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to § 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.33 INTENTIONALLY LEFT BLANK
- 1.34 INTENTIONALLY LEFT BLANK
- 1.35 "Voice over Internet Protocol" or "VoIP" refers to traffic that is converted to or from the Time Division Multiplexing protocol used in the Public Switched Network to the TCP/IP Internet Protocol used by the Internet in either or both the originating and terminating local calling areas.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 SCOPE**

- 3.1 This Agreement is intended to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties solely for the exchange of telecommunications traffic between (1) MPULSE subscribers, sent or received via the use of MPULSE CPE; and (2) the landline end users of GTA. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
  
- 3.2 This Agreement sets forth the terms, conditions, and rates under which MPULSE's wireless network and GTA's landline network will continue to be interconnected for the purpose of exchanging IntraMTA Traffic, provided that the service provided by MPULSE to its customers is two-way CMRS, it being understood that if no more than one percent of the telephone numbers assigned to MPULSE' end users are assigned to subscribers of fixed wireless service, then such fixed wireless service shall be deemed to be ancillary, auxiliary and incidental to the provision of CMRS, and the exchange of IntraMTA Traffic between such fixed wireless subscribers of MPULSE' network and the end users of GTA's network shall fit within the definition of "Interconnection" for the purposes of this Agreement. To the extent the FCC determines that any fixed wireless service in excess of the amount specified in the proceeding sentence shall be regulated as CMRS, then such fixed wireless service shall also fit within the definition of "Interconnection" for the purposes of this Agreement.
  
- 3.3 This Agreement relates to the exchange of traffic between GTA and MPULSE. MPULSE represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 50 (Guam-Northern Mariana Islands). Additions or changes to MPULSE's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN")

3922.

- 3.4 This Agreement is limited to GTA landline end user customers' traffic for which GTA has tariff authority to carry. GTA's NPA/NXX(s) are listed in the LERG under OCN 3800.
- 3.5 Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement.
- 3.6 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

#### 4.0 **SERVICE AGREEMENT**

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of GTA and MPULSE. Additional arrangements that may be agreed to in the future will be delineated in Attachment A to this Agreement. An NPA/NXX assigned to MPULSE shall be treated as Local Service Area traffic. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

- 4.1 Interconnection at Agana : A two-way trunk group is provided and provisioned between GTA's Agana Tandem Office Switch (AGANGU01DS1) and MPULSE's point of presence in the Agana exchange, with the Point of Interconnection designated at GTA's Agana Tandem Office Switch. This trunk group is provisioned in connection with MPULSE's NPA/NXX (s) rate centered at GTA's exchange(s). Applicable tariff charges for establishing and provisioning this trunk group are billed by GTA to MPULSE.
  - A. **Landline-to- Wireless:** Local Service Area calls from GTA landline customers to MPULSE customers shall be routed from GTA's Agana Tandem Office Switch to MPULSE via the two-way direct trunk group.
  - B. **Wireless-to-Landline:** Local Service Area calls originated by GTA Wireless' customers within MTA No. 50 (Guam-Northern Mariana Islands) or customers of another CMRS provider that has entered into roaming arrangement with MPULSE, while roaming in MTA No. 50, to GTA landline customers shall be routed from MPULSE's network via the two- way direct trunk group to GTA's Agana Tandem Office Switch for termination by GTA to its customers, as appropriate.
- 4.2 Indirect Traffic to GTA: To the extent that MPULSE and other area

ILECs have entered into or may enter into contractual arrangements for the delivery of CMRS traffic to GTA's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to GTA's customers, GTA will accept this traffic subject to compensation arrangement as outlined in § 5 below.

- 4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of Local Traffic to and from the Parties' respective networks only. Neither Party is obligated to provide transit service to the other Party under this agreement. Either Party may provide transit service only at its discretion. Compensation for providing such a service is as outlined in § 5.2 below.

## 5.0 **COMPENSATION**

- 5.1 Traffic Subject to Reciprocal Compensation Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in § 1.16 and is related to the exchange of traffic described in § 4 and in Attachment A, as applicable. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the transiting carrier. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute.

The rate for Reciprocal Compensation shall be \$0.002863 per minute of use.

The Parties agree to bill each other for Local Traffic as described in this Agreement unless the Local Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and

conditions, which are non-separable for purposes of § 16, hereof.

5.2 Traffic Subject to Transit Compensation

As described in § 4.3, Transit Compensation is applicable to Transit Traffic that originates on one Party's network, traverses the other Party's network, and is terminated on a Non-Party Carrier's network. Further, the originating Party shall be responsible for any termination charges on the Non-Party Carrier's network.

The rate for Transiting Compensation shall be \$0.0025 per minute of use.

5.3 Calculation of Payments and Billing

MPULSE will compensate GTA for Local and Non-Local Traffic delivered to GTA for termination to its customers, as prescribed and at the rates provided in § 5.1. GTA will compensate MPULSE for Local Traffic originated by GTA landline customers on GTA's network and delivered to MPULSE for termination to its customers, as prescribed in § 4 and at the rate provided in § 5.1.

MPULSE shall prepare a monthly billing statement to GTA, reflecting the calculation of Reciprocal Compensation and Transit Compensation due MPULSE. GTA shall prepare a monthly billing statement to MPULSE, which will separately reflect the calculation of Reciprocal Compensation, Access Compensation, Transit Compensation, and total compensation due GTA. Billing will be based on actual measured usage, when available. To the extent MPULSE does not have the capability to record and measure landline to wireless Local Traffic and GTA does not provide MPULSE with actual measurement, then MPULSE may bill GTA based on an agreed upon percentage representing the estimated or actual percentage of Local Traffic that is originated on GTA's network by GTA's customers and exchanged over such facilities, relative to the total traffic riding such facilities (i.e., including transiting traffic). This estimated percentage is referred to as the Traffic Balance Factor and is listed below. The Parties agree to review the Traffic Balance Factor on a periodic basis and, if warranted by the actual usage, revise the Traffic Balance Factor appropriately.

- a) Landline-to- Wireless 55%
- b) Wireless-to-Landline 45%

Each party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

#### 5.4 Access Charges

MPULSE agrees to provide GTA with a list of all access numbers, which are used by MPULSE or its customers to provide Feature Group A access to Interexchange Carriers or used to facilitate a Feature Group A type call. Both Parties agree to provide each other with the call details needed for each party to bill their respective access charges for such type calls.

#### 6.0 **NOTICE OF CHANGES**

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

#### 7.0 **GENERAL RESPONSIBILITIES OF THE PARTIES**

- 7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with §5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for managing NXX codes assigned to it.
- 7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.



- 7.5 Each Party agrees to adhere to the blocking requirements for interconnection (P.OI) as provided in Telcordia documentation GRI45 -Core Compatibility for Interconnection of a Wireless Services Provider and a Local Exchange Company Network.
- 7.6 MPULSE will order and pay for its proportion the dedicated interconnection facilities used for two-way traffic exchange between the parties. In the event that either party reasonably believes that the interconnection facilities are, or will become unable to provide the necessary quality of service, including but not limiting to the blocking requirements described above, such Party may augment the interconnection facilities. The dedicated interconnection facility rates charged by GTA will recover the cost of the transmission facilities of the proportion of that facility used by MPULSE. The proportion of trunk capacity used by MPULISE is based upon the traffic factor, which the Parties agree will be 50% for the term of this Agreement.
- 7.7 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnection trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting MPULSE to the GTA SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Each Party is responsible for its own SS7 signaling and therefore, neither Party will bill the other SS7 signaling charges.

8.0 **TERM AND TERMINATION**

- 8.1 Subject to the provisions of § 14, the initial term of this Agreement shall be for three years ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective.
- 8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
- 8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in

good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent ( 1 ½%) per month or (ii) the highest rate of interest that may be charged under Guam's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 ½%) per month or (ii) the highest rate of interest that may be charged under Guam's applicable law.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations as set forth in § 8.2 above;
- (b) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

## 9. **CANCELLATION CHARGES**

Except as provided herein, no cancellation charges shall apply.

## 10. **NON-SEVERABILITY**

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be



non-severable.

- 10.2 MPULSE recognizes that GTA must provision facilities in order to allow for exchange of traffic under this Agreement, and agrees that compensation for establishing and provisioning these facilities is non-severable from provisioning of such facilities.

## 11. **INDEMNIFICATION**

- 11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in § 12.3).

- 11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

- (2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## 12. **LIMITATION OF LIABILITY**

- 12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 12.2 Except as otherwise provided in § 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

## 13 **DISCLAIMER**

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANT ABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

## 14 **REGULATORY APPROVAL**

- 14.1 The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement may be subject to change, modification, or cancellation as may be required by a final order of a regulatory authority or court in the exercise of its lawful jurisdiction.
- 14.2 The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 **CHANGE IN LAW**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Such changes shall be submitted to the appropriate regulatory body, and shall take effect upon their approval.

16. **MOST FAVORED NATION PROVISION**

In accordance with § 252(i) of the Act and 47 C.F.R. § 51.809, MPULSE shall be entitled to adopt from GTA any entire Interconnection/Compensation agreement

provided by GTA to any other CMRS provider that has been filed and approved by the Commission, for services described in such Agreement, on the same terms and conditions. The term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

17. **DISPUTE RESOLUTION**

Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 17.1 **Informal Resolution of Disputes.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the 'arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 17.2 **Formal Dispute Resolution.** If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 17.3 **Continuous Service.** The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in

accordance with this Agreement.

18. **MISCELLANEOUS**

18.1 Authorization

18.1.1 TeleGuam Holdings, LLC d/b/a GTA Telecom is a limited liability corporation duly organized under Delaware law, validly existing and in good standing under the laws of the territory of Guam and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

18.1.2 MPULSE is a limited liability corporation, which is duly organized, validly existing and in good standing under the laws of the Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

18.2 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

18.3 Independent Contractors. Neither this Agreement, nor any actions taken by MPULSE or GTA in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between MPULSE and GTA or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by MPULSE or GTA in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between the end users of MPULSE or GTA, or others.

18.4 Force Majeure.

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure

condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

## 18.5 Confidentiality

18.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with § 18.5.2 of this Agreement.

18.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

18.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other



material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

**18.6 Governing Law.**

This Agreement shall be governed by the domestic laws of the Territory of Guam without reference to conflict of law provisions, except to the extent governed by Federal law. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or the Guam territorial courts, or federal courts, as appropriate.

**18.7.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, territorial, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

**18.8** Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**18.9 Non-Waiver.** Failure of either Party to insist on performance of any term or

condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**18.10 Notices.**

18.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

**MPULSE**

Pulse Mobile, LLC  
624 N. Marine Corps Drive  
Tammuing, GU 96913  
Attn: Andrew Gayle

**GTA**

TeleGuam Holdings, LLC dba GTA  
Telecom, LLC  
624 N. Marine Corps Drive  
Tammuing, GU 96913  
Attn: Dan Moffat

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

18.10.2 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

**24-Hour Network Management Contact:**

For GTA: NOC/Repair Contact Number 671-647-1000

For MPULSE: NOC/Repair Contact Number: 671-644-1270

Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need



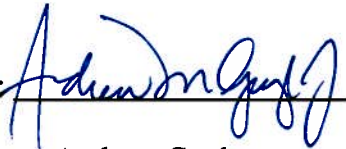
for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

- 18.11 **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 18.12 **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 18.13 **No Third Party Beneficiaries: Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 18.14 **No license Implied.** No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 18.15 **Technology Upgrades.** Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 18.16 **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein

are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as the dates listed below.

Pulse Mobile, LLC

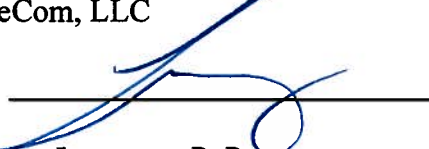
By: 

Name: Andrew Gayle

Title: EVP and G.M.

Date: 15 March 2010

TeleGuam Holdings, LLC d/b/a GTA  
TeleCom, LLC

By: 

Name: Lawrence P. Perez

Title: EVP Operations – GTA Telecom, LLC

Date: 3/16/10