

INTEREXCHANGE SERVICES TARIFF

Tariff Schedule Applicable to

Interexchange Telecommunications Services Furnished by

XO Communications Services, LLC

Between Points Within the State of Maryland

INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

 INTEREXCHANGE SERVICES TARIFF

CHECK SHEET

Sheets 1 through 82 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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INTEREXCHANGE SERVICES TARIFF

1. GENERAL**1.1 Explanation of Symbols**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and/or business customers.
- 1.2.3 The Company's service territory is the entire state of Maryland, where technically feasible.

INTEREXCHANGE SERVICES TARIFF

1. GENERAL**1.3 Definitions**

- 1.3.1 “Call Rounding” is the price for each call will be rounded to the next highest penny
- 1.3.2 “Carrier,” “Company” or “Utility” refers to XO Communications Services, LLC
- 1.3.3 “Commission” means the Maryland Public Service Commission.
- 1.3.4 Reserved for Future Use
- 1.3.5 “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.5 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.6 “Dedicated” means a facility or equipment system or subsystem set-aside for the sole use of a specific Customer.
- 1.3.7 “Dial Tone or Dedicated Access” refers to locations where XO is providing the local dial tone or dedicated access.
- 1.3.8 “LATA” means a local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.
- 1.3.9 “Message Toll Service” is a service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.
- 1.3.10 “MOU” means minutes of use.

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1. GENERAL (Cont'd)**1.3 Definitions (Cont'd)**

- 1.3.11 “Originating Off-Net” refers to a call originating on and placed via non-Company owned or Company leased facilities.
- 1.3.12 “Originating On-Net” refers to a call originating on and placed via Company owned or Company leased local exchange facilities.
- 1.3.13 “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.14 “Responsible Organization” (RESP ORG) is the long distance company responsible for managing and administering the 800 subscriber’s records in the 800 Service Management System (SMS/800). The SMS/800 only recognizes one RESP ORG for each 800 number. Management and record administration consists of data entry, changing records, accepting trouble reports and referring to and/or clearing associated documents.
- 1.3.15 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.16 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.17 “Station-to-Station” is service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of the Company operator and the call is not billed to a number other than the originating number.
- 1.3.18 “Switched Access” refers to locations where the local dial tone is being provided by someone (ILEC or CLEC) other than the Company.
- 1.3.19 “Toll Free Off-Net” refers to Toll Free Service terminating on non-Company owned or Company leased local exchange facilities.
- 1.3.20 “Toll Free On-Net” refers to Toll Free Service terminating on Company owned or Company leased local exchange facilities.
- 1.3.21 “Toll Free Service” refers to 800, 877, 888 and 866 service.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.1** Undertaking of the Company**2.1.1** Scope

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

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

2.1.3.1 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. Customer agrees to cooperate with Company to accomplish service activation by providing Company access to Customer's premises and facilitating testing and other service delivery requirements. Service activation shall commence when Company equipment has been installed and dial tone has been made available to Customer.

2.1.3.2 Company Service Agreements shall be effective upon complete execution by the parties. The term shall be set forth on the Service Order and shall commence on the service activation date. Either party providing the other at least forty-five (45) days written notice for Customer's under contract at the time of notification, and on not less than 30 days for Customer's month-to month at the time of notification prior to the termination date may terminate this Agreement at the end of the term. Company will notify Customer, in writing, sixty (60) days prior to the expiration of this plan, regarding the pending expiration of this Agreement. If the customer does not renew the Agreement before expiration, Company will automatically renew this Agreement for a similar term and pursuant to the tariffed rates then in effect. In the event of early termination of this Agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then current term.

2.1.3.3 This tariff shall be interpreted and governed by the laws of Maryland without regard to the State's choice of laws provisions.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.1** Undertaking of the Company**2.1.3** Terms and Conditions

2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.5 The assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company service Central Office prefixes associated with such numbers, when the Company deems it necessary in the conduct of its business or as required by a regulatory body or by law.

2.1.3.6 In the event that Customer anticipates its need for Company services will increase, Company may, at Customer's request, reserve telephone numbers to meet Customer's expected growth. Company will reserve telephone numbers for a maximum forty-five (45) day period (the "Reservation Period"). Customer must place the reserved numbers in-service prior to termination of the Reservation Period. Otherwise, pursuant to federal regulations, the reserved numbers will return to Company's telephone number inventory at the termination of the Reservation Period. A renewal of the Reservation Period is not permitted. Company will make all attempts to reserve the specific telephone numbers identified by the Customer. Company reserves the right to substitute numbers when necessary in the conduct of its business or as required by a regulatory body or by law.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.1** Undertaking of the Company (Cont'd)**2.1.4** Notification of Service-Affecting Activities

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

2.1.5 Provision of Equipment and Facilities

2.1.5.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

2.1.5.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.5.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

2.1.5.4.1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2.1.5.4.2 the reception of signals by Customer-provided equipment; or

2.1.5.4.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.5.5 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.1.5.5.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.1.5.5.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.1** Undertaking of the Company (Cont'd)**2.1.5** Provision of Equipment and Facilities (Cont'd)

2.1.5.6 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.1.5.7 Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.1.6 Non-routine Installation

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

2.1.7 Ownership of Facilities

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

2.1.8 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

INTEREXCHANGE SERVICES TARIFF

2.0 RULES AND REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.9 Special Construction**

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

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined on a case by case basis.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.

2.2.1.4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises or the rights-of-way for which Customer is responsible under Section 2.2.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.1.7 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.2.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

2.2.1.8 Not creating or allowing any liens or other encumbrances to be placed or maintained on the Company's equipment or facilities.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.2** Obligations of the Customer (Cont'd)

- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or the death of, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.3** Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.3.1 Claims of Misuse of Service

2.3.1.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.1.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.2 Service Irregularities

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, in no event shall exceed an amount equivalent to the proportionate charge to the customer for service or facilities affected during the period of such mistake, omission, interruption, delay, error, defect in transmission, or failure or defect in facilities. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.3 Customer Provided Equipment

- 2.3.3.1 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3.2 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers.
- 2.3.3.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.3.3.4 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)**2.3** Liability of the Company (Cont'd)**2.3.3** Customer Provided Equipment (Cont'd)

2.3.3.5 The Company is not liable for any defacement of, or damage to, the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.3.3.6 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.3.3.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.3.3.8 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.

2.3.3.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.3.4 Directory Listings

2.3.4.1 The Company shall not be liable for damages arising out of errors in or omissions from directories, nor will the Company be a party to controversies arising between customers or others as a result of listings in directories. The Company shall not be liable for damages arising out of errors in or omissions from directories when the listing information has been submitted by a Customer on behalf of its patron.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)2.3 Liability of the Company (Cont'd)2.3.5 Defacement of Premises

2.3.5.1 The Company is not liable for any defacement of, or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.6 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.6.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.7 Service at Outdoor Locations

2.3.7.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.8 Warranties

2.3.8.1 THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE, PURPOSE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE COMPANY ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. NO DEFECT, UNFITNESS, OR OTHER CONDITION OF SYSTEM EQUIPMENT OR SERVICES SHALL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY AND CHARGES HEREUNDER OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT.

2.3.8.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.9 Limitation of Liability

2.3.9.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

INTEREXCHANGE SERVICES TARIFF

2 RULES AND REGULATIONS (Cont'd)2.4 Application for Service2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided herein, service is provided and billed for a minimum contract period of one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than forty-five (45) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.1.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service**

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The Customer is responsible for payment of all charges for Service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the Service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.5.5 Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

INTEREXCHANGE SERVICES TARIFF

2 **RULES AND REGULATIONS** (Cont'd)**2.6** **Customer Deposits**

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the Commission annually that such deposits have been deposited in Maryland.
- 2.6.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
- 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
- 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
- 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
- 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
- 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)**

- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.
- 2.6.7 The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- 2.6.8 A deposit may be required in addition to an advance payment.
- 2.6.9 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.7 Late Payment Charges**

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).
- 2.7.5 If a Customer accumulates more that \$500.00 of overdue or disputed Toll Free service charges, the Company Responsible Organization reserves the right not to honor that Customer's request for a Resp Org change until such dispute is resolved or undisputed charges are paid in full.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:
- Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202
- 410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)
- 2.8.3 The Company provides the following toll free number (1-800-964-6398) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from Customers.
- 2.8.5 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- 2.8.6 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.9 Allowance for Interruptions in Service**

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.9.2 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. The Company agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service (Cont'd)

2.9.3 Limitations on Allowance

- 2.9.3.1 Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- 2.9.3.2 Interruptions due to the negligence of any person other than the Company including but not limited to, the Customer or other common carriers connected to the Company's facilities;
- 2.9.3.3 Interruptions due to the failure or malfunction of non-Company (excluding underlying carrier) equipment;
- 2.9.3.4 Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.9.3.5 Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.9.3.6 Interruptions of service during any period when the Customer as released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.9.3.7 Interruption of service due to circumstances or causes beyond the control of the Company.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. The surcharge will be shown as a separate line item on the Customer's monthly invoice.
- 2.10.3 The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.11 Returned Check Charge**

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2. Denial of Service Requiring Notice

2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2. Denial of Service Requiring Notice (Cont'd)

2.14.2.1 (Cont'd)

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

2.14.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.3. Insufficient Reasons for Denial of Service (Cont'd)

2.14.3.1 (Cont'd)

2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

(i) In a fictitious name,

(ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

(iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

(iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.1.3 The Customer's transmission is causing interference to others.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.16 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the Service of others.

2.17 Telephone Solicitation by Use of Recorded Messages

2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge

2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.20 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.21.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)

2.22 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.23 Customer Equipment and Channels****2.23.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.23.2 Station Equipment

2.23.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service.

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

INTEREXCHANGE SERVICES TARIFF

2. RULES AND REGULATIONS (Cont'd)**2.23 Customer Equipment and Channels****2.23.3 Interconnection of Facilities**

2.23.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.23.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.23.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

2.23.4 Inspections

2.23.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.23.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES

3.1 Calculation of Rates

3.1.1 There is no variation in call rates based on time of day or day of week.

INTEREXCHANGE SERVICES TARIFF

3 SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.2 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3 SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.2 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3 SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.2 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3 SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.2 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3 SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.3 Dial-Around Compensation Surcharge for Payphones**

3.3.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Reserved for Future Use
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

3.3.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

3.3.3 The Dial Around Compensation Surcharge rate is \$0.50 per call.

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.4 XOPTION Service Offering

The XOption Service Offering is a bundled offering for Business customers who purchase, at the same customer location, local exchange, inbound and outbound domestic long distance and DSL or Dedicated Internet Services from the Company. This service is subject to the availability of facilities and only offered where technically feasible. Toll free calls that terminate on XO facilitates are included in the plan. Calls to off-net toll free numbers will be charged separately and billed at the switched toll-free per minute rate.

Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

Pursuant to the XOption Service Offering* set-forth in Section 4.1.9 of XO Maryland's, L.L.C.'s Local Exchange Tariff, the Customer will receive a specified amount of monthly minutes of use for local exchange service and inbound and outbound domestic long distance service, depending on the option selected. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOptions 1-16 shall be billed in six (6) second increments after an initial billing increment of sixty (60) seconds at a rate of \$0.05 per minute of use. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOption "M" shall be billed in six (6) second increments after an initial billing increment of sixty (60) seconds at a rate of \$0.06 per minute of use. Additional interstate domestic long distance usage above the specified amount for all XOptions will be billed pursuant to the Terms and Conditions governing interstate long distance traffic found on Company's website. Unused domestic long distance minutes may not be carried over to the subsequent months or transferred to other users. In addition to the services offered in the bundle promotion, Customers will be billed at the following rates for usage of the following optional services:

[Calling Card Service**]

[Calling Card Service is available at \$0.20 per minute, with an initial billing period of sixty (60) seconds and sixty (60) second increments thereafter.]

3.4.1 Term Discounts:

XOption customers who choose one of the following term commitments will receive the following discount. The discount is applied to the Monthly Recurring charge, and local exchange and domestic long distance usage above the bundled minutes of use included in each XOption. The discount will not be offered with any other discounts. The term discounts are as follows:

2 Years 5% Discount
3 Years 10% Discount

*Effective December 18, 2008, this product will be available to current customers at their current location.

** Effective December 18, 2008, this product will be available to current customers.

INTEREXCHANGE SERVICES TARIFF

3.0 SERVICE DESCRIPTIONS (Cont'd)**3.5 Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within the state of Maryland by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at no additional charge.

3.5.1 Each call to Directory Assistance will be charged as follows:

IntraState \$2.25 Per Call

[Each call to Directory Assistance using a XO Calling Card will be charged as follows:]

[Per Call \$2.25]

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges.

3.5.1.(A) Call Completion Feature

Customers using Company's Directory Assistance Service will have the option of completing calls through Company's Call Completion feature. At the Customer's request, the Directory Assistance Operator will connect the Customer to the requested telephone number. In addition to the per call charge for Directory Assistance listed above, Customers will be charged for the duration of the completed call as follows:

- a.) Customers placing the call from a telephone line that is subscribed to Company long distance service will be charged according to Customer's current Company rate plan.
- b.) Customers placing a call from a telephone line that is subscribed to Company local service only will be charged \$0.10 per minute for the duration of the completed call.

Other than the Directory Assistance per call charge and the applicable usage charges for the completed call, there is no additional charge for using this feature.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.5 Directory Assistance (Cont'd)

3.5.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

3.5.3 No charge for Directory Assistance shall be levied against residential Customers for the first six (6) calls (each call can have up to two requests) made during each monthly billing cycle.

3.5.4 No charge for Directory Assistance shall be levied against any person who suffers from physical or visual handicaps which preclude use of telephone directories.

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.6 Operator Assistance

The following rates are not available to call aggregators.

Operator Assistance: A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1.1, surcharges as specified in Section 3.4.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

[Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interchange Carrier with or without the assistance of an operator.]

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

3.6.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

	Automated	Live Operator
[Calling Card	\$1.00	\$2.00]
Third Number Billing	\$2.25	\$2.25
Collect Calling	N/A	\$3.00
Person to Person	\$3.00	\$3.00
Station to Station	\$1.80	\$1.80
General Assistance	N/C	N/C
[Person to Person (via Calling Card)	\$1.05	\$1.05]
[Station to Station (via Calling Card)	\$4.95	\$4.95]

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.6 Operator Assistance (Cont'd)

3.6.2 Usage Rates for Operator Completed Calls

The following rate applies on a per minute basis to calls completed by an operator. The per minute charge begins once the operator has connected the call. Calls are billed in six (6) second increments with an initial billing period of sixty (60) seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded to the next highest cent, \$0.20 per minute of use.

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.7 Private Line Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video. DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of up to 28 DS-1 channels or 672 voice, analog data, digital data channels. The facilities to the customer premises may be entirely on or off net, or a combination thereof. Customers may commit to one, two, or three year terms. If Customer terminates service before the term commitment expires, Customer is responsible for the full payment of the greater of the minimum monthly revenue commitment or the monthly recurring charges times the number of months remaining in the contract. The pricing outlined below does not include the applicable special access charges, found in the Local Exchanges Services Tariff, in Section 4.1.5.

The rates that are listed in this section are available to customers who sign up for service on or after February 27, 2002. See Section 4.1 for rates prior to February 27, 2002.

3.7.1 DS-1 Transport Rates

3.7.1.1 Term:	One Year	Two Year	Three Year
Installation (Non-Recurring)	\$500.00	\$475.00	\$450.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
\$0 – \$100,000	\$0.048	\$0.0456	\$0.0432
\$100,001 – \$300,000	\$0.0468	\$0.04446	\$0.04212
\$300,001 – \$1,000,000	\$0.0456	\$0.04332	\$0.04104
\$1,000,001 – \$2,000,000	\$0.0444	\$0.04218	\$0.03996
\$2,000,001 +	\$0.0432	\$0.04104	\$0.03888

3.7.1.2 Rates for Forward Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment	\$250.00		
Term:	One Year	Two Year	Three Year
Installation (non-recurring)	N/A	\$500.00	\$500.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	N/A	\$0.075	\$0.070

3.7.1.3 Other Non-Recurring Charges

Non-recurring charges	
Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.7 Private Line Service (Cont'd)3.7.2 DS-3 Transport Rates (Cont'd)

3.7.2.1 Term:	One Year	Two Year	Three Year
Installation (Non-Recurring)	\$2,000.00	\$1,900.00	\$1,800.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Term:	One Year	Two Year	Three Year
\$0 – \$100,000	\$0.0144	\$0.01368	\$0.01296
\$100,001 – \$300,000	\$0.01428	\$0.013566	\$0.012852
\$300,001 – \$1,000,000	\$0.01416	\$0.013452	\$0.012744
\$1,000,001 – \$2,000,000	\$0.01404	\$0.013338	\$0.012636
\$2,000,001 +	\$0.01392	\$0.013224	\$0.012528

3.7.2.2 Rates for Forward Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment			\$2,000.00
Term:	One Year	Two Year	Three Year
Installation (non-recurring)	N/A	\$2,000.00	\$2,000.00
Channel Mileage- Monthly Recurring Charge Per DS0 Mile	N/A	\$0.036	\$0.033

3.7.2.3 Other non-recurring and monthly recurring chargesNon-Recurring charges

Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00
Monthly Recurring Charge 3-1 Mux*	\$500.00

* Electronic equipment which permits a DS-3 to be broken down into DS-1 components.

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.7 Private Line Service (Cont'd)3.7.3 OC-3 Transport Rates

Term:	One Year	Two Year	Three Year
Installation (Non-Recurring)	\$5,000.00	\$4,750.00	\$4,500.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
\$0 – \$100,000	\$0.007839	\$0.007447	\$0.007055
\$100,001 – \$300,000	\$0.007722	\$0.007336	\$0.00695
\$300,001 – \$1,000,000	\$0.007605	\$0.007225	\$0.006845
\$1,000,001 – \$2,000,000	\$0.007488	\$0.007114	\$0.006739
\$2,000,001 +	\$0.007371	\$0.007002	\$0.006634

Other non-recurring and monthly recurring charges

Non-recurring charges		
Cancellation prior to install		\$150.00
Cancellation during install, prior to acceptance		\$600.00

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.7 Private Line Service (Cont'd)

3.7.4 OC-12 Transport Rates

3.7.4.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Term:	One Year	Two Year	Three Year
Installation (Non-Recurring)	\$10,000.00	\$9,500.00	\$9,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
\$0 – \$100,000	\$0.00924	\$0.008778	\$0.008316
\$100,001 – \$300,000	\$0.009108	\$0.008653	\$0.008197
\$300,001 – \$1,000,000	\$0.008976	\$0.008527	\$0.008078
\$1,000,001 – \$2,000,000	\$0.008844	\$0.008402	\$0.00796
\$2,000,001 +	\$0.008712	\$0.008276	\$0.007841

3.7.5 OC-48 Transport Rates

3.7.5.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Term:	One Year	Two Year	Three Year
Installation (Non-Recurring)	\$30,000.00	\$28,500.00	\$27,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
\$0 – \$100,000	\$0.00792	\$0.007524	\$0.007128
\$100,001 – \$300,000	\$0.007776	\$0.007387	\$0.006998
\$300,001 – \$1,000,000	\$0.007632	\$0.00725	\$0.006869
\$1,000,001 – \$2,000,000	\$0.007488	\$0.007114	\$0.006739
\$2,000,001 +	\$0.007344	\$0.006977	\$0.00661

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.8 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.8 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.9 Multiple Service Discount Two**

XO Multiple Service Two is available to current or new XO Business Customers meeting the criteria listed below. Customer will receive a 15% discount off the combined total amount of the Monthly Recurring and Usage charges for their XO local exchange, local calling features, IntraLATA, InterLATA, 800 toll service, [calling card,] Shared Web Hosting and DSL or Dedicated Internet Access Service. Sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges are not included. Service is subject to the availability of facilities and offered only where technically feasible. This 15% discount is applied in addition to any term discount offered on the individual service components listed below. The following are not eligible with the Multiple Service Discount: XOption Offering; Integrated Access Offering; XO Dedicated Long Distance; other promotions; Individual Case Basis (ICB) contracts, or any off tariff pricing. To be eligible, Customers must meet the following criteria:

1. Customers must subscribe to XO local exchange, long distance[and calling card] services ("Voice Service"). The Local Exchange Voice service requirement is a minimum 48 lines or trunks (or 2 T-1 equivalents) but no more than 144 lines or trunks (or 6-T equivalents).
2. Customers must subscribe to XO DSL or Dedicated Internet Access service, and XO Shared Web Hosting service ("Data Service"). Does not apply to Dedicated Web Hosting;
3. New XO Customers must commit to a term of service for the XO Voice Service and Data Service for minimum one (1) year term commitment. Existing XO Customers must commit to a term of service for Data Service that is equal to or greater than the amount of time remaining in Customer's term commitment for the XO Voice Service listed in 1 above, but in no case shall the commitment be less than one (1) year;
4. Current Customers' XO account must be current as of the date of Installation and no outstanding balance past due; and
5. If, for any reason, Customer's service is terminated prior to the end of Customer's term commitment, the Customer will be liable for all discounted amounts provided under this Service Discount Plan.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.10 Satisfaction Guarantee**

This offer is available to a New Customer, which is defined as a Customer who has not subscribed to any XO service during the one year period prior to subscribing to new XO service. Pursuant to this offering, a New Customer may cancel its new Service, without incurring contractual penalties, within three (3) months of the Service installation date if the New Customer is not completely satisfied with the Services provided by XO. (A month is equal to 30 calendar days.) In order to be eligible for this offering, a New Customer must not have received telecommunications service from another Service Provider at the location to which the new XO services are provided, or the New Customer must switch back to the Service Provider that provided New Customer's telecommunications service prior to New Customer subscribing to the new XO service.

New Customer must notify XO, in writing (via certified or overnight delivery with signature) with the XO claim form no later than three (3) months from the date of Service installation and before contacting their previous provider, of its intent to discontinue the Services. New Customer must allow XO a minimum of 30 days from the day of New Customer's notice, for the cancellation of the Services, including re-connection to the original Service Provider. After receipt of New Customer's timely notice, XO, in conjunction with the termination of New Customer's Service, will waive any applicable contract termination charges.

XO also will reimburse the New Customer for any installation charges incurred by New Customer to restore the New Customer to its previous Service Provider at the identical level and type of service provided by the previous Service Provider at the same customer location. In order to receive the reimbursement, the New Customer must, within (3) months of the installation date, provide XO with the following: (1) the XO reimbursement form; (2) a copy of the invoice from the other Service Provider posting the non-recurring charges for restoring New Customer's service to the other Service Provider; and (3) a copy of the last invoice that the New Customer had received from the other Service Provider prior to switching to XO, if applicable.

If New Customer previously did not have a provider other than XO at the location to which the Services are provided, or if the previous Service Provider will not or cannot provide the identical level and type of service previously provided to New Customer, XO will reimburse New Customer any initial XO installation charges New Customer incurred in conjunction with the installation of Service. All reimbursements will be in the form of a check. Credits will not be given.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.10 Satisfaction Guarantee (Cont'd)

XO is not liable for any outage or inconvenience to New Customer relating to restoring the New Customer to its previous Service Provider. The New Customer is responsible to pay XO for all charges for XO new Service provided to the New Customer through and including the date of Service termination prior to receiving reimbursement from XO.

This offering is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom XO performed Special Construction or Special Configurations. Special Construction is defined in this tariff. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.11 InterLATA Network Access****3.11.1 Description of Service**

Company InterLATA Network Access is an InterLATA service that provides a dedicated transmission path between a customer designated premises and a Company Point of Presence (POP). Where InterLATA Network Access is available, service is offered as a high capacity dedicated transmission facility available 24 hours per day, 7 days per week in the following bandwidths: DS1 (1.544 Mbps) and DS3 (44.436 Mbps).

The facilities to the customer-designated premises may be entirely On-Net or Off-Net. Customers may commit to one, two or three year service terms. The minimum service period for InterLATA Network Access is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

3.11.2 Rates and Charges

Rates and charges for InterLATA Network Access service are defined herein and are based on the locations of the customer designated premises in relation to Company's network. Specifically, Customers will be charged according to whether the customer-designated premises are On-Net or Off-Net. As used herein, On-Net service shall mean service to the Customer designated premises is provided entirely over Company facilities. Off-Net service shall mean service to the Customer designated premises is not provided entirely over Company facilities. Instead, service to the Customer designated premises is provided by Company, in whole or in part, through the use, purchase or lease of facilities from a service provider other than Company.

3.11.2.1 Rate Elements: Two rate elements apply to Off-Net InterLATA Network Access: Channel Termination and Network Access Mileage. One rate element applies to On-Net InterLATA Network Access: Channel Termination.

Channel Termination

The Channel Termination rate element provides for the dedicated transmission path between the customer-designated premises and the Company POP. One Channel Termination charge applies per point of termination. A Channel Termination charge applies when the customer designated premises and the serving wire center are collocated in the same building.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.11 InterLATA Network Access (cont'd)

3.11.2 Rates and Charge (Cont'd)

3.11.2.1 Rate Elements: (Cont'd)

Network Access Mileage

The Network Access Mileage rate element provides for the dedicated transmission facilities path between the customer's serving wire centers associated with the customer designated premises and the Company POP. The Mileage rate element is made up of two charges: a flat rate per circuit ("Fixed") and flat a per-mile rate ("Variable").

The Mileage rate element will be rounded up to the next mile for any fraction of a mile. For example, 0.001 miles will be charged at 1 mile. If both the Customer's designated premises and the Company POP are within the same central office, Mileage charges will not apply.

3.11.2.2 Rate Application

The following chart designates the applicable Rate Elements based on the location of the Customer designated Premises.

Locations of Customer Designated Premises	Applicable Rate Elements
On-Net	Channel Termination charge(s);
Off-Net	Channel Termination charges; plus applicable Mileage Charges

On-Net- DS1

<u>Term</u>	<u>Channel Termination</u>		<u>Network Access Mileage Charge</u>	
	<u>MRC</u>	<u>NRC- Installation</u>	<u>Fixed</u>	<u>Variable</u>
1yr	\$158.59	\$355.00	N/A	N/A
2 yr	145.05	355.00	N/A	N/A
3yr	133.90	355.00	N/A	N/A
<u>Off-Net- DS1</u>				
1yr	\$356.83	\$355.00	\$46.66	\$21.40
2 yr	326.36	355.00	42.77	16.25
3 yr	301.27	355.00	38.89	14.32

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.11 InterLATA Network Access (cont'd)

3.11.2 Rates and Charge (Cont'd)

3.11.2.2 Rate Application

On-Net- DS3

<u>Term</u>	<u>Channel Termination</u>		<u>Network Access Mileage Charge</u>	
	<u>MRC</u>	<u>NRC- Installation</u>	<u>Fixed</u>	<u>Variable</u>
1 yr	\$2,134.00	\$1,000.00	N/A	N/A
2 yr	2,134.00	1,000.00	N/A	N/A
3 yr	1,920.60	1,000.00	N/A	N/A

Off-Net-DS3

<u>Term</u>	<u>Channel Termination</u>		<u>Network Access Mileage Charge</u>	
	<u>MRC</u>	<u>NRC- Installation</u>	<u>Fixed</u>	<u>Variable</u>
1 yr	\$4,801.50	\$1,000.00	\$825.00	\$170.53
2 yr	4,801.50	1,000.00	825.00	162.01
3 yr	4,321.35	1,000.00	742.50	153.48

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.12 InterLATA Private Line Service****3.12.1 Description of Service**

Company InterLATA Private Line is a InterLATA service, which is used in conjunction with InterLATA Network Access. InterLATA Private Line Service provides a dedicated transmission path that originates and terminates at a Company Point of Presence (POP). Where InterLATA Private Line is available, service is offered as a high capacity dedicated transmission facility available 24-hours per day, 7 days per week in the following bandwidths: DS1 (1.544 Mbps) and DS3 (44.436 Mbps).

The facilities to the customer-designated premises may be entirely On-Net or Off-Net. Customers may commit to one, two or three year service terms. The minimum service period for InterLATA Private Line is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

3.12.2 Rates and Charges:**3.12.2.1 Rate Elements:**

The rate element that applies to InterLATA Private Line is Longhaul Mileage.

The Longhaul Mileage rate element provides for the dedicated transmission facilities path between the Company POPs. The Longhaul Mileage rate element is made up of one variable charge: a flat, per-mile rate .

The Longhaul Mileage rate element will be rounded up to the next mile for any fraction of a mile. For example, 0.001 miles will be charged at 1 mile.

Longhaul Mileage charges do not apply for a circuit between two on-net locations in the same LATA that are 5 miles or less apart.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.12 InterLATA Private Line Service (Cont'd)

3.12.3 DS-1 Longhaul Mileage Rates:

- a) Rates for Off-Net Customers - one or both ends of circuit terminates at a location off XO's network.

Minimum Monthly Revenue Commitment \$250.00

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$500.00	\$500.00	\$500.00
Longhaul Mileage	-		
Monthly Recurring Charge Per DS0 Mile	\$0.099	\$0.096	\$0.091

- b) Rates for On-Net Customers - both ends of circuit terminate on XO's network.

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$500.00	\$475.00	\$450.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.048	\$.0456	\$.0432
\$100,001 – \$300,000	\$.0468	\$.04446	\$.04212
\$300,001 – \$1,000,000	\$.0456	\$.04332	\$.04104
\$1,000,001 – \$2,000,000	\$.0444	\$.04218	\$.03996
\$2,000,001 +	\$.0432	\$.04104	\$.03888

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.12 InterLATA Private Line Service (Cont'd)3.12.3 DS-1 Longhaul Mileage Rates (Cont'd)

- c) Rates for "Forward" Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment				\$250.00
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<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>	
Installation (Non-Recurring)	N/A	\$500.00	\$500.00	
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	N/A	\$.075	\$.070	

- d) Other non-recurring charges

Non-recurring charges				
Cancellation prior to install				\$100.00
Cancellation during install, prior to acceptance				\$300.00

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.12 InterLATA Private Line Service (Cont'd)

3.12.4 DS-3 Longhaul Mileage Rates:

- a) Rates for Off-Net Customers - one or both ends of circuit terminate at a location off XO's network.

Minimum Monthly Revenue Commitment: \$2,000.00

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$2,000.00	\$2,000.00	\$2,000.00
Channel Mileage			
Monthly Recurring Charge Per DS0 Mile	\$0.045	\$0.042	\$0.040

- b) Rates for On-Net Customers - both ends of circuit terminate on XO's network.

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$2,000.00	\$1,900.00	\$1,800.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$0.0144	\$0.01368	\$0.01296
\$100,001 – \$300,000	\$0.01428	\$0.013566	\$0.012852
\$300,001 – \$1,000,000	\$0.01416	\$0.013452	\$0.012744
\$1,000,001 – \$2,000,000	\$0.01404	\$0.013338	\$0.012636
\$2,000,001 +	\$0.01392	\$0.013224	\$0.012528

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.12 InterLATA Private Line Service (Cont'd)3.12.4 DS-3 Longhaul Mileage Rates (Cont'd)

- c)
- Rates for "Forward" Customers
- both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment			\$2,000.00
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<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
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Installation (Non-Recurring)	N/A	\$2,000.00	\$2,000.00
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Channel Mileage

Monthly Recurring

Charge Per DS0 Mile	N/A	\$0.036	\$0.033
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- d)
- Other non-recurring and monthly recurring charges

Non-recurring charges

Cancellation prior to install		\$100.00
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Cancellation during install, prior to acceptance		\$300.00
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Monthly Recurring Charge

T-1 Mux		\$500.00
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INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.12 InterLATA Private Line Service (Cont'd)

3.12.5 OC-3 Transport Rates

- a) Rates for Off-Net Customers - one or both ends of circuit terminate at a location off XO's network.

	ICB		
Minimum Monthly Revenue Commitment			
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$5,000.00	\$5,000.00	\$5,000.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	ICB	ICB	ICB

- b) Rates for On-Net Customers - both ends of circuit terminate on XO's network.

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$5,000.00	\$4,750.00	\$4,500.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.007839	\$.007447	\$.007055
\$100,001 – \$300,000	\$.007722	\$.007336	\$.00695
\$300,001 – \$1,000,000	\$.007605	\$.007225	\$.006845
\$1,000,001 – \$2,000,000	\$.007488	\$.007114	\$.006739
\$2,000,001 +	\$.007371	\$.007002	\$.006634

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.12 InterLATA Private Line Service (Cont'd)3.12.5 OC-3 Transport Rates (Cont'd)

- c)
- Rates for "Forward" Customers
- both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment	ICB		
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	N/A	\$5,000.00	\$5,000.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	N/A	ICB	ICB

- d)
- Other non-recurring and monthly recurring charges

Non-recurring charges	
Cancellation prior to install	\$150.00
Cancellation during install, prior to acceptance	\$600.00

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.12 InterLATA Private Line Service (Cont'd)

3.12.6 OC-12 Transport Rates (Cont'd)

a) Rates for On-Net Customers - both ends of circuit terminate on XO's network.

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$10,000.00	\$9,500.00	\$9,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$ 0.00924	\$0.008778	\$0.008316
\$100,001 – \$300,000	\$0.009108	\$0.008653	\$0.008197
\$300,001 – \$1,000,000	\$0.008976	\$0.008527	\$0.008078
\$1,000,001 – \$2,000,000	\$0.008844	\$0.008402	\$0.00796
\$2,000,001 +	\$0.008712	\$0.008276	\$0.007841

3.12.7 OC-48 Transport Rates (Cont'd)

a) Rates for On-Net Customers - both ends of circuit terminate on XO's network.

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$30,000.00	\$28,500.00	\$27,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$0.00792	\$0.007524	\$0.007128
\$100,001 – \$300,000	\$0.007776	\$0.007387	\$0.006998
\$300,001 – \$1,000,000	\$0.007632	\$0.00725	\$0.006869
\$1,000,001 – \$2,000,000	\$0.007488	\$0.007114	\$0.006739
\$2,000,001 +	\$0.007344	\$0.006977	\$0.00661

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.13 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.13 Reserved for Future Use

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.14 Switched Long Distance Product

14.1 The Switched Long Distance Product is a measured business switched direct dialed outbound communications service. The service is billed in six (6) second increments after an initial billing increment of sixty (60) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment. Toll Free service (applicable MRCs can be found in Section 4.3), Operator Assistance, and Directory Assistance services are available to customers subject to the provisions of this tariff.

14.2 Rates and Charges

Per Minute of Use	\$0.112*
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As of February 19, 2010, the following rate will be available to new customers:

Per Minute of Use	\$0.066
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3.15 XO Unlimited Business Plan

3.15.1 The XO Unlimited Business Plan is an outbound long distance calling plan available to Company's business customers who are also subscribed to Company's local, intraLATA, and interLATA service. Customers subscribing to this plan must make a one-year minimum commitment. The Monthly Recurring Charge includes both intraLATA and interLATA usage.

There is a 10 line maximum per service location. This Plan must be applied to all standard business lines at a given service location. The following restrictions apply to this offering: call-center applications are prohibited, including, but not limited to, auto-dialers; non-standard (e.g., excessive) internet connections and other data transmission are prohibited (services have been engineered to meet typical peak hour usage and anything beyond such use shall be considered non-standard); and any use not consistent with standard business use, as reasonably defined by the Company, is prohibited. Toll Free service (applicable MRCs can be found in Section 4.3), Operator Assistance, and Directory Assistance services are available to customers subject to the provisions of this tariff.

3.15.2 Rates and Charges

Monthly Recurring Charge, per line	\$20.00
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* As of February 19, 2010, this rate will be available only to current customers.

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.16 XO Long Distance Business Plan**

3.16.1 XO Long Distance Business Plan is a long distance calling plan available to Company's who are also Company's local exchange customers. Customers must be subscribed to the Company's local, intraLATA, and interLATA service at the subscribed-to location. The plan includes outbound and inbound intraLATA and interLATA calling. Toll free calls that terminate on XO facilitates are included in the plan. A Monthly Recurring Charge will apply per service location. Calls to off-net toll free numbers will be charged separately and billed at the switched toll-free per minute rate. Operator Assistance[, Calling Card,] and Directory Assistance services are available to customers subject to the provisions of this tariff.

Customer chooses a plan based on minutes of use. If Customer's service location monthly usage exceeds the minutes of use for the plan chosen, it will be charged a per minute overage rate. Unused minutes will not be carried over to a subsequent month. Monthly recurring charge does not include any taxes, surcharges, or fees. Calls are billed in six second increments except the XO LD Business Plan (\$0.00 MRC) which is billing in sixty (60) second increments. Operator Assistance, and Directory Assistance services are available to customers subject to the provisions of this tariff.

3.16.2 Rates and Charges:**3.16.2.1 IntraLATA/Interstate**

<u>Long Distance Packages</u>	<u>Monthly Recurring</u>	<u>Overage Rate Per Minute</u>
XO LD Business Plan	\$0.00	\$0.069
XO LD Business Plan 200*	\$7.50	\$0.045
XO LD Business Plan 500	\$17.50	\$0.043
XO LD Business Plan 1500	\$45.00	\$0.041
XO LD Business Plan 2500	\$68.75	\$0.035
XO LD Business Plan 5000	\$137.50	\$0.034
XO LD Business Plan 7500	\$206.25	\$0.033
XO LD Business Plan 10,000	\$275.00	\$0.032
XO LD Business Plan 15,000	\$412.00	\$0.031
XO LD Business Plan 20,000	\$550.00	\$0.030
XO LD Business Plan 25,000*	\$625.00	\$0.029
XO LD Business Plan 30,000	\$750.00	\$0.028
XO LD Business Plan 35,000*	\$875.00	\$0.027
XO LD Business Plan 40,000	\$1,000.00	\$0.019
XO LD Business Plan 60,000	\$1,080.00	\$0.025
XO LD Business Plan 80,000	\$1,360.00	\$0.019

* As of April 1, 2008, these plans will not be available to new customers.

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.17 Employee Long Distance

The Employee Long Distance Program provides Company Regular Full-Time and Part-Time employees who choose Company as their primary interexchange carrier with the following long distance & toll free rates. Employees are responsible for applicable taxes and surcharges.

Rates

InterLATA Long Distance:	\$0.06
IntraLATA Long Distance:	\$0.06
InterLATA Toll Free:	\$0.06
IntraLATA Toll Free:	\$0.06

3.18 Historic Invoices

The Company will furnish, upon Customer's request, copies of invoices which were originally issued to the Customer more than thirteen months prior to the request or copies of invoices that are available on-line, but that customer does not wish to retrieve from the available on-line system. Customers can request the invoice in one of two formats: electronic copy (portable data file/.pdf) or CSV/CD of Call Detail Record. Customer will be charged based on the format requested and on a per invoice basis.

<u>Format</u>	<u>Rate Per Invoice</u>
Electronic	\$10.00
CSV/CD of CDR	\$25.00

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)3.19 Long Distance Reports

Long Distance Report Packages are available to Customers upon request. These reports show call detail in various formats and are available to Customers in various packages of reports. Customer may elect to purchase any or all of these packages and will be billed on a per package basis per month. Additionally, Customers may elect to receive any or all of the reports within a package. Customer will receive reports on a monthly basis once the report is requested. If Customer chooses any or all reports out of one package, it will bill charged for the entire package. If Customer chooses to receive reports from two or more packages, customer will be billed for each package individually. The reports included in the Long Distance Report Packages are as follows:

Package	Reports Available	MRC
Package A	Report Call Duration Outbound Report Call Duration Toll Free Report Long Duration Calls Outbound Report Long Duration Calls Toll Free	\$10.00
Package B	Report Daily Traffic Toll Free Report Frequently Called Number Toll Free Report High Cost Toll Free Report Hourly Usage Summary Toll Free Report Usage by State Toll Free	\$10.00
Package C	Report International Usage By Country Report International Usage Summary Report Multi Location Analysis	\$10.00
Package D	Report Daily Traffic Outbound Report Frequently Called Number Outbound Report High Cost Outbound Report Hourly Usage Summary Outbound Report Usage by State Outbound Report Usage Origination	\$10.00

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.20 Across America 1+ Plans

Across America 1+ service plans are available to Facility- and Resale-based local exchange end users. Across America 1+ Plan rates apply to both direct dialed (1+) and Toll Free Services (TFS). For direct dialed (1+) calls, the customer may originate from locations served by Company local exchange services and may terminate in all locations outside the LATA from which the call is placed. Toll-free calls will be billed in six (6) second increments with an initial billing period of eighteen (18) seconds. Certain plans have additional requirements, which are noted in the plan description below. For toll Free Service (TFS), the following rates apply to all traffic originating and terminating within the state. The following service charges apply to TFS:

Monthly Recurring Charge, per toll-free number:	\$13.50
Non-Recurring Charge, per toll-free number:	\$10.00

Telecom 9.9 LD/TFS

Customers subscribing to this plan must choose the Company as their interexchange carrier for InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0880	Month-to- Month	None

Small Business 7.9 LD/TFS

Small Business 7.9 LD plan requires a minimum \$5.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose the Company as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0880	Month-to-Month	\$5.00

 INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)

3.20 Across America 1+ Plans, (Cont'd)

Business Value 6.9 LD/TFS

Business Value 6.9 LD plan requires a minimum one-year term commitment and minimum of \$50.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose the Company as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0880	One (1) Year	\$50.00

Business Saver 5.9 LD/TFS

Business Saver 5.9 LD plan requires a minimum one-year term commitment and a minimum of \$200.00 per month in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. Customers subscribing to this plan must choose the Company as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0880	One (1) Year	\$200.00

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.21 True Savings Long Distance Rate Plan**

True Savings offers interLATA intrastate calling that requires a Minimum Monthly Usage Commitment, per service location, of \$14.95 in combined Intrastate InterLATA, Interstate (Continental), and Toll-Free usage. For direct dialed (1+) calls, the customer may originate from locations served by Company local exchange services and may terminate in all locations outside the LATA from which the call is placed. Customers subscribing to this plan must choose the Company as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

InterLATA Intrastate, Per Minute \$0.0880

INTEREXCHANGE SERVICES TARIFF

3. SERVICE OFFERINGS, RATES AND CHARGES (Cont'd)**3.22 XO Corporate Long Distance Plan**

XO Corporate Long Distance Plan is a long distance calling plan available to Customers who subscribe to Company's local or long distance facilities-based service. Customer subscribes to a monthly long distance revenue commitment level. Usage for domestic interstate dedicated and switched service and intrastate dedicated and switched service contribute to the Customer's commitment level. The commitment level subscribed to by the customer will determine the per minute rate billed to the Customer. If customer's monthly total usage does not meet its subscribed commitment level, customer will be charged the difference between its usage and its commitment level.

Customers must subscribe to this service for a minimum of one year.

Operator Assistance and Directory Assistance services are not included in this plan, but are available to customers subject to the provisions of this tariff. Switched usage will be charged at the per minute rate described in this tariff's Switched Long Distance Product.

Calls are billed in six second increments and rounded to the nearest penny using natural rounding. The monthly recurring charge does not include any taxes, surcharges, or fees.

For Customers subscribed to the \$10,000 commitment level, toll free usage cannot exceed 60percent of customer's total long distance usage. If Customer exceeds this 60 percent threshold, it will be billed at the applicable LD usage rates for the next lower commitment level.

Plan Name	LD Monthly Commitment	Dedicated Intrastate Rate Per Minute (1+ & toll free)
XO Freedom Plan	\$ 275	\$0.023
XO Capital Plan	\$ 720	\$0.023
XO Advantage Plan	\$ 1,080	\$0.023
XO Elite Plan	\$ 1,360	\$0.023
XO Professional LD Plan	\$ 1,800	\$0.023
XO National LD Plan	\$ 4,000	\$0.023
XO Executive LD Plan	\$ 7,000	\$0.023
XO Premiere LD Plan	\$10,000	\$0.023

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES

4.1 Private Line Service

The rates listed below were applicable to Customers who signed up for Private Line Service, as set forth in Section 3.7, prior to February 27, 2002.

4.1.1 DS-1 Transport Rates

4.1.1.1 Rates for Off-Net Customers - one or both ends of circuit terminates at a location off XO's network.

Minimum Monthly Revenue Commitment \$250.00

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$500.00	\$500.00	\$500.00
Channel Mileage-Monthly Recurring Charge Per DS0 Mile	\$0.099	\$0.096	\$0.091

4.1.1.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Minimum Monthly Revenue Commitment \$250.00

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$250.00	\$250.00	\$250.00
Monthly Recurring Charges			
Fixed Mileage	\$ 63.00	\$ 53.00	\$ 40.00
Node Charges	\$190.00	\$152.00	\$143.00
Variable Mileage	\$ 19.00	\$ 15.00	\$ 10.00

4.1.1.3 Rates for Forward Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment \$250.00

<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$250.00	\$250.00	\$250.00
Monthly Recurring Charges			
Fixed Mileage	\$ 63.00	\$ 53.00	\$ 40.00
Node Charges	\$190.00	\$152.00	\$143.00
Variable Mileage	\$ 19.00	\$ 15.00	\$ 10.00

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES

4.1 Private Line Service (Cont'd)

The rates listed below were applicable to Customers who signed up for Private Line Service, as set forth in Section 3.7, prior to February 27, 2002.

4.1.2 DS-3 Transport Rates

4.1.2.1 Rates for Off-Net Customers - one or both ends of circuit terminate at a location off XO's network.

Minimum Monthly Revenue Commitment			\$2,000.00
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$2,000.00	\$2,000.00	\$2,000.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	\$.045	\$.042	\$.040

4.1.2.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates are no longer effective after February 27, 2002.

Minimum Monthly Revenue Commitment			\$2,000.00
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$ 250.00	\$250.00	\$250.00
Monthly Recurring Charges			
Fixed Mileage	\$ 650.00	\$ 584.00	\$422.00
Node Charges	\$1499.00	\$1348.00	\$973.00
Variable Mileage	\$ 180.00	\$ 160.00	\$115.00

4.1.2.3 Rates for Forward Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment			\$2,000.00
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (Non-Recurring)	\$250.00	\$250.00	\$250.00
Monthly Recurring Charges			
Fixed Mileage	\$ 650.00	\$ 584.00	\$422.00
Node Charges	\$1499.00	\$1348.00	\$973.00
Variable Mileage	\$ 180.00	\$ 160.00	\$115.00

 INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES4.1 Private Line Service (Cont'd)

The rates listed below were applicable to Customers who signed up for Private Line Service, as set forth in Section 3.7, prior to February 27, 2002.

4.1.3 OC-3 Transport Rates**4.1.3.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Minimum Monthly Revenue Commitment	ICB	
<u>Term:</u>	<u>Three Year</u>	<u>Five Year</u>
Installation (Non-Recurring)	\$2500.00	\$2500.00
Monthly Recurring Charges		
Fixed Mileage	\$ 810.00	\$526.50
Node Charges	\$1350.00	\$877.50
Variable Mileage	\$ 216.00	\$140.40

** On-Net to On-Net Pricing only. Any deviation from or other services will require Special Construction or ICB Pricing.

4.1.3.2 Rates for Forward Customers - both ends of circuit anticipated to terminate on XO's network within 24 months of service start date.

Minimum Monthly Revenue Commitment	ICB	
	<u>Three Year Term</u>	<u>Five Year Term</u>
Installation (Non-Recurring)	\$2500.00	\$2500.00
Monthly Recurring Charges		
Fixed Mileage	\$ 810.00	\$526.50
Node Charges	\$1350.00	\$877.50
Variable Mileage	\$ 216.00	\$140.40

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES, (Cont'd.)**4.2 Message Toll Services - As of September 25, 2005, this product will only be available to current customers at their current location****4.2.1 Gold and Platinum Services**

Gold and Platinum Services provide Customers with direct dialed communications services which are available for use by its customers on a twenty-four (24) hours a day seven days a week basis. Customers may originate Gold and Platinum services from locations served by the Company, and may terminate such calls to any location within Maryland. Gold and Platinum Services include 1+ Outbound and Inbound Service, Operator Assistance, Toll Free Service and Directory Assistance Services as set forth below: Customers may not substitute other services or rates for those set forth in this section or other sections of this tariff that are associated with the Gold and Platinum Service, excepted as explicitly permitted by the terms and conditions of the Gold and Platinum Service.

4.2.1.1 For the purposes of this Section 3.2.1, timing of messages will be determined by the following method.

- (1) Chargeable time begins when connection is established between the calling station and the called station.
- (2) Chargeable time ends when the calling station “hangs up” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

4.2.1.2 Usage Rates

Usage Rates for Gold and Platinum Services are billed in six (6) second increments with an initial billing period of sixty (60) seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded to the next highest cent. The following rates apply to intrastate interLATA and IntraLATA calls.

XO Platinum is an On-Net service where XO is the provider of dial tone. XO Gold is an Off-Net service where the local dial tone is provided by a LEC other than XO.

 INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES, (Cont'd.)4.2 Message Toll Services - *As of September 25, 2005, this product will only be available to current customers at their current location, (Cont'd)*4.2.1 Gold and Platinum Services, (Cont'd)4.2.1.3 Standard Rates for Inbound and Outbound Services:

Platinum Rate	\$0.0979 per minute
Gold Rate	\$ 0.112 per minute

4.2.1.4 Access Lines

Where XO is not the provider of special access to the Customer, XO may, at the Customer's request and where available, order such access from the applicable LEC. In such cases, XO reserves the right to charge that end user, in lieu of XO's tariffed access rates, a rate equal to the rates charged by the applicable LEC to XO, including any adjustments to such charges necessary to reflect any rate changes instituted by the applicable local exchange carrier.

4.2.1.5 Directory Assistance

Customer's placing a Directory Assistance call as Gold and Platinum Service. Customers will be charged the rate listed in Section 3.5.1 of this tariff. Customer's placing a Directory Assistance call as Gold and Platinum T Service

- (1) No charge for Directory Assistance shall be levied against residential Customers for the first six (6) calls (each call can have up to two requests) made during each monthly billing cycle.
- (2) No charge for Directory Assistance shall be levied against person who suffers from physical or visual handicaps which precludes use of telephone directories.

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES, (Cont'd.)

4.2 Message Toll Services Services, (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current location*

4.2.1 Gold and Platinum Services, (Cont'd)

4.2.1.6 Reserved for Future Use

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES, (Cont'd.)

4.2 Message Toll Services Services, (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current location*

4.2.1 Gold and Platinum Services, (Cont'd)

4.2.1.6 Reserved for Future Use

4.2.1.7 Discount Schedule

Customers are eligible for discounts based on usage levels and contract terms as shown below. Elements included in determining the annual commitment level, excluding taxes and surcharges, are: local line monthly recurring charges; local usage; intrastate, interstate, and international long distance usage; international toll-free usage, internet service, DSL services, conference calling services, and private line services. The discount will be applied monthly in the form of a credit off the bottom line of the Customer's bill. The discount will be applied to the following elements: intrastate and interstate toll-free and outbound services; international toll-free; and other international services. In the event customer's Company billings fail to equal or exceed Customer's Gold/Platinum revenue commitment, Company will bill Customer for the actual amount of Company service utilized plus the difference between the actual amount of service utilized and Customer's annual revenue commitment.

Discount Schedule based on annual commitment level and term of contract:

<u>Annual Commitment</u>			
Level	1 Year	2 Year	3 Year
\$3,600	5.0%	6.5%	8.5%
\$6,000	7.5%	9.5%	11.5%
\$12,000	12.5%	14.5%	16.5%
\$18,000	15.0%	17.0%	19.0%
\$24,000	17.5%	19.5%	21.5%
\$36,000	18.0%	20.0%	22.0%
\$48,000	19.0%	21.0%	23.0%
\$60,000	20.0%	22.0%	24.0%
\$120,000	22.0%	24.0%	26.0%
\$240,000	24.0%	26.0%	28.0%
\$600,000	26.0%	28.0%	30.0%

INTEREXCHANGE SERVICES TARIFF

4. GRANDFATHERED SERVICE OFFERINGS, RATES AND CHARGES, (Cont'd.)

4.3 Dedicated Long Distance, (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current location*

4.3.1 Features, (Cont'd)

	<u>MRC</u>	<u>NRC</u>
Payphone Blocking	\$0.00	\$135.00
Toll Free – Alternate Routing Disaster	\$35.00	\$95.00
Toll Free Change Charge	\$0.00	\$35.00
Toll Free Day of Year Routing	\$5.00	\$95.00
Toll Free Expedite Charge	\$0.00	\$500.00
Toll Free LATA Restriction / Allowance	\$0.00	\$135.00
Toll Free Message Referral	\$0.00	\$0.00
Toll Free NPA / NXX Restriction / Allowance	\$0.00	\$135.00
Toll Free State Restriction Allowance	\$0.00	\$135.00
Toll Free Additional Listings	\$10.00	\$35.00
Toll Free Feature Package	\$35.00	\$35.00
Includes: State Routing, LATA routing, Area Code Routing, NPA/NXX, Percent Allocation, Time of Day Routing, Time of Week Routing		
Toll Free Route Advanced Overflow	\$10.00	\$135.00
Toll Free Area Code Restriction / Allowance	\$0.00	\$135.00

Operator Service Surcharges – Rates apply on a per call basis. Please refer to Section 3.6.1 of this tariff.

INTEREXCHANGE SERVICES TARIFF

5. TRIAL SERVICES

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

6. INDIVIDUAL CASE BASIS (“ICB”) OFFERINGS

The tariff may not specify the price of a service in the tariff as “ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

INTEREXCHANGE SERVICES TARIFF

7 PROMOTIONAL OFFERINGS

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

7.1 XOptions Long Distance Overage Promotion

This promotion is available to New and Existing Customers who order XOptions pursuant to the XOption Service Offering set forth in XO Maryland, Inc.'s Local Exchange Tariff. Customers who subscribe to this promotion will receive additional inbound and outbound domestic long distance minutes of use at the discounted rate of \$0.03 per minute of use.

All other terms and conditions of the applicable Services apply. This promotion may be used in conjunction with the following promotions: XOptions Simplification Promotion, XOptions #7 Promotion and XOptions #16 Promotion. The discount found in the XOptions Simplification Promotion does not apply to the usage charges as described above. This promotion is effective as of April 30, 2004 and will expire on October 30, 2004, unless sooner modified or withdrawn.