

LOCAL EXCHANGE SERVICES

TITLE PAGE

XO Communications Services, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF PENNSYLVANIA

THROUGHOUT THE SERVICE TERRITORIES OF VERIZON PENNSYLVANIA, INC.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc. Telephone PA P.U.C. No. 180A, 182, 182A, 185B, and 185C.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 PA Code, 66 PA C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superceded.

Issued: October 26, 2011

Effective: November 25, 2011

Kelly Faul – Regulatory Affairs Director
13865 Sunrise Valley Drive
Herndon, VA 20171

LOCAL EXCHANGE SERVICES

LIST OF MODIFICATIONS

23rd Revised Title Page	Updates Supplement Number
46th Revised Page 1	Updates List of Modifications
46th Revised Page 2	Updates Check Sheet
23rd Revised Page 4	Updates Check Sheet
19th Revised Page 5	Updates Check Sheet
26th Revised Page 6	Updates Check Sheet
3rd Revised Page 12	Modifies Table of Contents
1st Revised Page 208	Removes Calling Card language
1st Revised Page 262	Removes Calling Card language
1st Revised Page 263	Removes Calling Card language
4th Revised Page 276	Removes Calling Card language
1st Revised Page 343	Removes Calling Card language
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1st Revised Page 427	Modifies TRS Language
1st Revised Page 428	Modifies TRS Language
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3rd Revised Page 428.1	Corrects Section numbering
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LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - Change
- (D) - Decrease in rates
- (I) - Increase in rates

LOCAL EXCHANGE SERVICES

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 Pa. P.U.C. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Pa. P.U.C. follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Check Sheets** - When a tariff filing is made with the Pa. P.U.C., 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. All revisions made in a given filing are designated by an asterisk (*). 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.)

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by XO Communications Services, Inc., to Customers within the local exchange service area defined herein.

Issued: December 23, 2004

Effective: February 21, 2005

Alaine Miller, VP - Regulatory & External Affairs
1633 Westlake Avenue, No., Suite 200
Seattle, WA 98109

PA10501a

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing - Allows Centrex Customers to dial another station in their Centrex group using less than seven digits of the Centrex Directory Number.

Account Codes - Allows Centrex Customers to identify outbound calls by assigning numeric codes to the called numbers.

Advance Payment - Payment of all or part of a charge required before the start of service.

Anonymous Call Rejection - This feature allows the subscriber to reject incoming calls from callers who have intentionally blocked their caller identification information.

Assume Dial "9" - A system feature that eliminates the need for all Centrex users in the same Centrex group to dial an access level "9" to access the PSTN. All lines in the Centrex must be configured as Assume Dial 9 or none.

Authorization Codes - Allows Centrex Users to complete calls only by dialing a numeric authorization code following the called party number.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Answer Back - The Auto Answer Back feature, when implemented on a Meridian Business set, allows any incoming call to the Primary Directory Number (PDN) of the set to be automatically answered after 4 seconds. Conversation takes place through a hands free unit. This feature requires the use of a hands free Meridian Business Set.

Automatic Callback - This feature allows a subscriber to place a call to the last line the subscriber called. If the destination line is busy, it is monitored for 30 minutes until it becomes idle and can accept the call.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Automatic Line (Hotline) - Directs the line to automatically call a preassigned number when a line user lifts the handset.

Automatic Recall - This feature allows a subscriber to place a call to the last station that called the subscriber. If the destination line is busy, it is monitored for 30 minutes until it becomes idle and can accept the call.

Automatic Route Selection-Basic (ARS- Basic) - This feature allows Centrex users to automatically select the preferred dedicated route for a PSTN call. The user dials an access level i.e. "9" and the call is routed over the correct dedicated facility for the call type based on routing choices predetermined by the customer and programmed into the Centrex switch. Routing patterns are based on three-digit screening using NPA's only.

Call Forward Busy - Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forwarding of Call Waiting Calls - This service provides the capability to forward unanswered waiting calls to a subscriber-designated DN by using the combined call treatments of Call Waiting and Call Forward Don't Answer. An incoming call to a busy line first receives standard call waiting treatment in which the called party hears an audible tone and the calling party hears audible ringing. If the call is not answered after a period of time that is equal to the time-out value of Call Forward Don't Answer, the incoming call is given Call Forward Don't Answer treatment and is forwarded to a subscriber-designated DN.

Call Forward Doesn't Answer Ring Select (Subscriber Programmable Ringing) - Allows the subscriber with the Call Forward Doesn't Answer option to program the number of rings before a call is forwarded. The subscriber dials an access code, receives a special dial tone, and enters the desired number of rings, from two to nine. A confirmation tone is provided if the operation is successful, and from this point on any incoming call that is unanswered is forwarded after the newly specified number of rings. The new ringing time-out value stays in effect until it is changed.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Call Forward No Answer - Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward, Remote Access - Combines Call Forward Variable with remote access capability from any touch tone or tone capable telephone.

Call Forward Variable - Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

Call Hold - Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park - Allows the User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup - Allows the User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where pre-designated groups can pick up each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer - Provides the capability to transfer a call to another telephone number.

Call Waiting - Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and the new call will be received.

Call Waiting Cancel - Allows the User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID Blocking - This feature is available in two methods, per line or per call. The per line blocking feature automatically blocks the telephone number for originating calls. The User can selectively unblock calls on a per call basis by dialing a two-digit code before dialing. Per call blocking allows the User to selectively block Caller ID information from being transmitted by dialing a two-digit code before dialing.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Calling Number Delivery - Identifies the 10 digit number of the calling party.

Calling Number Delivery Blocking - Blocks the delivery of the number to the called party on a per call basis.

Calling Number Delivery with Name - Identifies the 10 digit number and the name of the calling party.

Circuit Switching - A switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots is dedicated to a given call.

Class of Service (COS) - Used to prevent a Station from dialing certain codes and numbers.

Commission - The Pennsylvania Public Utility Commission.

Company - XO Communications Services, Inc. ("XO"), a Delaware corporation, which is the issuer of this tariff.

Conference Calling Meet Me - Allows conferees to hold a conference on a six party conference bridge by having all attendees dial into a directory number at a specified time.

Conference / Six-Way - The Centrex User can sequentially call up to five other people and add them together to make up a six-way call.

Conference / Three Way - The User can sequentially call up to two other people and add them together to make up a three-way call.

Customer - The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan - A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Customer Owned Coin Operated Telephone (COCOT) - A Customer Owned Coin Operated Telephone is an individual exchange dial tone line for use by pay phone service providers, location owners and interexchange carriers to connect coin, or combination coin/coinless pay telephones to the Telephone Company's network.

Dial Pulse (DP) - The pulse type employed by rotary dial Station sets.

Digital Facility Interface (IXC T-1 Access) - This termination provides a digital interface for a high capacity (T-1) facility that terminates to a customer's Centrex system. This service provides for the termination of 24 circuits within the Centrex to another Centrex, PBX or to a Long Distance Carrier (IXC). Two digital facility interfaces will be needed to connect two Centrex systems, one for each Centrex. The cost of the Digital Facility Interface is in addition to the T-1 private line.

Direct Inward Dialing (DID) - A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Direct Outward Dialing (DOD) - Allows a User to gain access to the public network without attendant assistance.

Directed Call Pickup - Allows a Centrex station user to answer incoming calls that ring on another station within a pre-set group by dialing a feature activation code and the extension number of the station being answered. The maximum number of members in a Directed Call Pickup Group is 75.

Distinctive Ringing/Call Waiting - With this service, incoming calls from up to 12 DNs (DMS-100) can be automatically identified by distinctive ringing. A distinctive ringing pattern (short-long-short for the DMS-100) accompanies incoming calls from the designated DNs. If a subscriber is engaged in conversation and a call from one of the designated DNs arrives, a distinctive call waiting tone (short-long-short) accompanies the incoming call. Calls from all other DNs ring normally.

Do Not Disturb - Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency (DTMF) - The pulse type employed by tone dial Station sets.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Electronic Set Interface per PDN - This feature allows for the connection of a Business Set to the Central Office through a special interface card

Executive Busy Override - Allows a station to gain access (barg-in) to a busy station by flashing the switch hook when a busy is reached and dialing a feature activation code. This feature is also available for MADN groups, MCA and SCA.

Dial Pulse (DP) - The pulse type employed by rotary dial Station sets.

Executive Busy Override Exempt - Block a station using Executive Busy Override from entering a call that the EBX station user has made or received.

Fast Transfer - This feature, which provides Transfer on Release capability, speeds up call handling for Meridian Business Set (MBS) users by: Reducing the number of keystrokes needed to transfer a call eliminating the need to first conference the call. The Transfer on Release capability enhances Three-Way Call/Call Transfer (3WC/CXR) feature.

Green Zone - A wire center in which XO is collocated in the Central Office, can provision unbundled loops and generally does not have any minimum service requirements.

Ground Start - Describes the signaling provided by the terminal equipment or PBX/Key system interface requesting service from the Local Exchange Carrier switching system by putting a ground condition on the line.

Hotline - This feature automatically connects a User to a pre-designated number when the User goes Off-Hook.

Hunting - Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Integrated Services Digital Network - Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems which connect Primary Rate Interface lines to their serving central office.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - 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.

Least Idle Trunk Selection (LIDL) - LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling - A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier - Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Loop Start - Describes the signaling provided by the terminal equipment or PBX/Key system interface requesting service from the Local Exchange Carrier switching system.

Mbps - Megabits, or million of Bits, per second.

Message Waiting - This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone). This feature is available with XO Voicemail Subscription.

LOCAL EXCHANGE SERVICES
SECTION 1 - DEFINITIONS, (CONT'D.)

Most Idle Trunk Selection (MIDL) - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Number (MADN) - A directory number that is assigned to more than one business set that can be arranged in either a single-call arrangement (SCA) or a multiple-call arrangement (MCA). SCA allows only one set in the MADN group to originate or terminate a call on the MADN at one time; MCA allows any number of the sets in the MADN group to be active on the MADN simultaneously.

Multi-Frequency (MF) - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Night Service - Allows Centrex Customers to forward after business hours calls to a pre-designated telephone number.

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook - The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook - The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net - A call originating on and placed via non-company owned or company leased facilities.

Originating On-Net - A call originating on and placed via company owned or company leased facilities.

Pay Telephone Line - A Pay Telephone line is an individual exchange dial tone line service designed for use with station controlled pay telephone instruments.

Point-of-Termination - The point at which the Company's responsibility to provide equipment and Service ends and where the Customer's responsibilities begin, identified as the interface between the Company and Customer at the Point-of-Presence, a local exchange company's central office, a long-distance company's Point-of-Presence or End-User sites identified in an Access Service Request.

Premises - The location usually indicated by a street address at which Service is provided or delivered, identified as a Point-of-Termination or Service Location in a Service Order.

Presubscription - Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for interLATA calls. This IXC is referred to as the end user's predesignated IXC.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Primary Rate Interface - An optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN) PRI is a high capacity access path for communications providing voice or data transmission over the telephone Company exchange network.

Privacy Release - Allows a Business Set user to establish a conference call among private MADN-SCA members and an external party. A maximum of 30 parties are permitted in a single connection depending on the number of members of the MADN group.

Primary Rate Interface Arrangement - PRI Arrangement is a service providing ISDN capabilities between the customer premises and the serving central office. The PRI Arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels. The B channel is a 64 kilobit per second (KBPS) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service. The D channel is a 64 kilobit per second (KBPS) channel that carries signaling and control for the B channels.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Red Zone - A wire center in which XO does not provide voice service, except on an Individual Case Basis.

Remote Call Forwarding (RCF) - A service to allow a telephone number in one exchange (RCF number) to automatically forward by telephone company equipment to a second telephone number in the same or different exchange.

Selective Call Acceptance - Allows the subscriber to set up a list of up to 12 Directory Numbers (DNs) in the DMS indicating numbers that should always be able to call the subscriber. When activated, only callers on this list will be connected to the subscriber's line. All other callers hear an announcement.

Selective Call Forwarding (SCF) - Allows subscribers to ensure that selected calls reach them when they are away from the office. Incoming calls from up to 12 DN's can be forwarded to another location. Calls from DN's that are not on the SCF list can be picked up at the office—or receive whatever treatment the subscriber has arranged, such as answering machine or voice mail. If the SCF destination is busy, the originator will receive busy tone.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Selective Call Rejection - Allows the subscriber to set up a list of up to 12 DNs in the DMS indicating telephone numbers from which the subscriber does not wish to receive calls. When activated a number on the list that tries to call will hear an announcement and will not be connected.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - The Company's telecommunications services offered on the Company's network.

Simultaneous Ring (SimRing) - Enables up to five Directory Numbers (DNs) to ring simultaneously whenever there is a call to a Pilot DN (PDN). The PDN can be any DMS Business line that has subscribed to this service. The PDN and up to four non-pilot DNs can be included in a SimRing group. The phone in the SimRing group that goes off-hook first receives the call.

Speed Dial - Provides the User with the option to call selected directory numbers by dialing a one or two-digit code.

Station - Telephone equipment from or to which calls are placed.

Station to Station Dialing - Allows Centrex users to dial another station within the same Centrex group using the last 2,3,4, or 5 digits of the Centrex line number.

Supplementary Directory Number Service - This feature allows the subscriber up to four telephone numbers assigned to the same physical line. Each number would have its own distinctive ring, and differing Call Waiting tones.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Three Way Calling - Allows a station to include a third party on a call. If the originator disconnects from the call the 3-Way call is ended, unless the originator's Business Line has Call Transfer in which case the remaining two callers are joined. The originator is billed for all toll or usage charges.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use service provided under this tariff.

Yellow Zone - a wire center in which XO is not collocated to provision unbundled loops, but is near enough to a collocated wire center that XO can back haul traffic from that wire center to a nearby collocation.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS

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 the State of Pennsylvania 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

- (a) 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.
- (b) 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (a) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Business Customer, in writing, on not less than 30 days notice, or by the Residential Customer, in writing or oral, on not less than 5 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.
- (b) 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.
- (c) 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 written notice at least thirty (30) days prior to the termination date may terminate the agreement at the end of the term. Company will notify Customer, in writing, at least forty-five (45) days prior to the expiration of the agreement, regarding the pending expiration of the agreement and the automatic renewal provision of the agreement. If the Customer does not cancel the agreement before the end of the term, Company will automatically renew the agreement for a similar term at the rates on the Service Order Agreement. In the event of early termination of the 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 term.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (d) This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard of the State's choice of laws provision.
- (e) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
 - 1) 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) 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (g)** 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 (h) below.
- (h)** The Customer agrees to return to the Company all Company-provided equipment delivered to the 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 the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 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.

- (a) The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, errors, 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, shall be limited to the lesser of \$500 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the period of time in which the service is affected. 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.
- (b) The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- (c) 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- (d) 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.
- (e) 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.
- (f) 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.
- (g) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- (l) 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".
- (m) 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.
- (n) THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED 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 PURPOSE, AND 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 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 Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (a) Where construction is required, the Company shall use reasonable efforts to make available services to the 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. Where construction is not required, the Company will provide facilities in accordance with Chapter 63 of the Pennsylvania Administrative Code.
- (b) 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.
- (c) 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.
- (d) 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:
 - (1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to, installation and/or maintenance performed outside the Company's regular business hours, on an expedited basis outside of the standard installation intervals, 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. The Customer will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. 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.

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2.1.8 Ownership of Facilities

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

2.1.9 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 Telephone 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.10 Special Conditions

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 effort 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require the Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) 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;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) 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 2.3.1(c). 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;

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company’s facilities and equipment. The Customer may be required to install and maintain Company 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 (e.g. asbestos) prior to any construction or installation work;
- (f) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d) 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;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company’s equipment or facilities; and
- (h) 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.
- (i) Customer shall not route calls to a Public Safety Answering Point (“PSAP”) or other emergency answering point over XO services from any location other than the Customer Premises at which XO’s local voice service is established, unless Customer has subscribed to XO’s PS/ALI service as set forth in Section 3.5.3.

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LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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, including reasonable attorneys' fees for:

- (a) 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
- (b) any claim, loss damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (a) 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 practical, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practical, 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 interruptions as set forth in Section 2.6 following is not applicable.
- (b) 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- (a) 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.
- (b) 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.
- (c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- (a) 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 (b) 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.
- (b) 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. 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.

- (a) Taxes** - 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.

- (b)** A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to the Customer. Billing will begin on the first day on which the Company notifies the Customer that the requested service or facility is available for use. The date of such notice shall be the "Service Commencement Date". The parties may mutually agree upon a substitute Service Commencement date. If Customer notifies XO in writing that it is not prepared to utilize the Services or facility after XO has notified the Customer that the requested Service or facility is ready for use, XO may begin billing the Customer on the Service Commencement Date.

- (a) The Company shall present bills monthly to the Customer for Recurring Charges in advance of the month which service is provided. Usage charges will be billed in arrears.
- (b) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (c) Amounts not paid within 30 days after the date of invoice are considered past due.
- (d) A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts. Business Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5 % per month or a maximum lawful rate under applicable state law. Residential Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.25 % per month or a maximum lawful rate under applicable state law. **(I)**
- (e) From time to time, the Company will grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Pennsylvania Public Utility Commission, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, Pennsylvania, 17105, (800) 782-1110, in accordance with the Commission's rules of procedure.

The date of the dispute shall be the date the Company receives notice from Customer.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' 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 Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- (a) Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. 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. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- (b) A deposit may be required in addition to an advance payment.
- (c) 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.
- (d) Deposits held will accrue interest at a rate specified by the Pennsylvania Public Utility Commission in Chapter 64.41.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

- (a) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Pennsylvania Code 64.61 - 64.123 discontinue or suspend service without incurring any liability.
- (b) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (c) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (d) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- (e) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (cont'd.)

- (f)** The Company may discontinue the furnishings of any and/or all service(s) to the Customer, without incurring any liability:

 - (1)** Immediately if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:

 - (a)** use of service in such a manner as to interfere with the service of other users; or
 - (b)** use of service for unlawful purposes.
 - (2)** Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
 - (3)** Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
 - (4)** Seven (7) days after sending a Residential Customer written notice, service can be suspended, for non-payment of a bill for services past due, and terminated after ten (10) days notice, in accordance with Pennsylvania Code 52, Sections 64.71 and 64.121 respectively.
- (g)** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- (h)** Upon the Company's discontinuance of service to the Customer under Section 2.5.6 (a) or 2.5.6 (b), all applicable charges, including termination charges, shall become due, as specified in Section 2.7.2. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service

2.6.1 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.

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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service, (Cont'd.)

2.6.2 Limitations on Allowances, (cont'd.)

No credit allowance will be made for:

- (a) 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 the Company;
- (b) 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;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) 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;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

- (a) Applications for service can not be canceled unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (b) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (c) The special charges described in 2.7.1 (a) and 2.7.1 (b) will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Service, (cont'd.)

2.7.2 Cancellation of Service by the Customer

For ninety (90) days, from the date of the initial service installation, if Customer experiences a serious XO related service affecting problem, the Customer may cancel their service agreement without penalty. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than as stated above, or a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (a) all Non-Recurring Charges reasonably expended by Company to establish service to the Customer, plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of the Customer, plus
- (c) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

The Customer should also give the Company at least five (5) days written or oral notice of the cancellation of service.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.8 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.

2.9 Notices and Communications

2.9.1 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.

2.9.2 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.

2.9.3 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.

2.9.4 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.

LOCAL EXCHANGE SERVICES

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Jurisdictional Nature of Traffic

- 2.10.1** Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- 2.10.2** Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- 2.10.3** If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

LOCAL EXCHANGE SERVICES
SECTION 3 - SERVICE DESCRIPTIONS

The following sections will apply to customers who are served by a Central Office where the former XO Pennsylvania, Inc. has facilities and to existing Customers of XO Pennsylvania, Inc. as of January 31, 2005.

Category One - Sections 3.1 thru 3.15

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- (a) place or receive calls to any calling Station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 telephone numbers;
- (g) access Telecommunications Relay Service.

The Company's service will automatically block originating calls to other telephone companies caller-paid information services (e.g. 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

3.1.0 Reserved For Future Use

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3.1.1 Local Calling Areas

Exchanges and zones included in the local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area. All exchanges and zones listed are in Bell Atlantic territory except where otherwise noted.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Allentown Exchange

Allentown	Kutztown
Bath	Nazareth
Bethlehem	New Smithville (GTE North, Inc.)
Catasauqua	New Tripoli (GTE North, Inc.)
Coopersburg (Commonwealth Tel. Co.)	Northampton
Easton	Riegelsville
Emmaus (GTE North, Inc.)	Slatington
Hellertown	Springtown
Ironton (Ironton Tel. Co.)	Topton (The Conestoga Tel & Tel. Co.)

Ambler Exchange

Ambler	Jenkintown
Cheltenham	King of Prussia
Conshohocken	North Wales
Elkins Park	Norristown
Flourtown	Warrington
Hatboro	Willow Grove

Annville Exchange

Annville	Lebanon
Hershey (GTE)	Mount Gretna
Jonestown (GTE)	Palmyra

Ardmore Exchange

Ardmore	Larchmont
Broomall	Manoa
Bryn Mawr	Narberth
Conshohocken	Newtown Square
Cynwyd	Philadelphia Zone 2
Havertown	Wayne

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Avondale Exchange

Avondale	Oxford
Coatesville	Unionville
Kemblesville	West Chester
Kennett Square	West Grove
Landenberg	Westtown
Lenape	Hockessin, DE (Diamond State Tel Co.)
Mendenhall	Wilmington, DE (Diamond State Tel Co.)
Mortonville	

Cynwyd - Narberth Exchange

Ardmore	Narberth
Bryn Mawr	Philadelphia Zone 2
Cynwyd	Philadelphia Zone 3

Bath Exchange

Allentown	Easton
Bath	Nazareth
Bethlehem	Northampton
Catasauqua	Slatington

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Bethayres - Huntingdon Valley Exchange

Bethayres	Huntingdon Valley
Cheltenham	Jenkintown
Churchville	Philadelphia Zone 4
Elkins Park	Warrington
Feasterville	Willow Grove
Hatboro	

Bethlehem Exchange

Allentown	Ironton (Ironton Tel. Co.)
Bath	Nazareth
Bethlehem	Northampton
Catasauqua	Riegelsville
Coopersburg (Commonwealth Tel Co.)	Slatington
Easton	Springtown
Hellertown	

Bristol Exchange

Bristol	Levittown
Cornwell Heights	Morrisville
Eddington	Yardley
Langhorne	

Bryn Mawr Exchange

Larchmont	Cynwyd
Ardmore	Narberth
Bryn Mawr	Newtown Square
Broomall	Wayne
Conshohocken	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Catasauqua Exchange

Allentown	Ironton (Ironton Tel. Co.)
Bath	Nazareth
Bethlehem	Northampton
Catasauqua	Riegelsville
Easton	Slatington
Hellertown	Springtown

Center Point Exchange

Center Point	Lansdale	
Collegeville	North Wales	
Harleysville	Philadelphia Suburban Zone 30	(C)
	Schwenksville	

Chester Exchange

Chester	Ridley Park
Chester Heights	Sharon Hill
Darby	Swarthmore
Media	

Chester Heights Exchange

Chester	Media
Chester Heights	

Chester Springs Exchange

Chester Springs	Philadelphia Suburban Zone 30	(C)
Eagle	Phoenixville	
Exton	Pughtown	
Paoli	Royersford	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Churchville - Feasterville Exchange

Bethayres	Langhorne
Cornwells Heights	Newtown
Churchville	Philadelphia Zone 4
Eddington	Warrington
Feasterville	Willow Grove
Hatboro	Wycombe
Hungtingdon Valley	

Clairton Exchange

Clairton	Pittsburgh Suburban Zone 10
Elizabeth	Pittsburgh Suburban Zone 11

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Coatesville Exchange

Avondale	Lenape
Coatesville	Mortonville
Downingtown	Parkesburg
Eagle	Unionville
Exton	West Chester
Glenmoore	West Grove
Honey Brook	Westtown
Kennett Square	

Collegeville Exchange

Center Point	North Wales
Collegeville	Philadelphia Suburban Zone 29
Green Lane	Philadelphia Suburban Zone 30
Harleysville	Philadelphia Suburban Zone 31
Lansdale	Phoenixville
	Pottstown
	Royersford
	Schwenksville
	Souderton

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Conshohocken Exchange

Ambler	Flourtown
Ardmore	King of Prussia
Bryn Mawr	Norristown
Center Point	Philadelphia Zone 3
Collegeville	Wayne
Conshohocken	

Dauphin Exchange

Dauphin	Harrisburg Zone 1
Halifax	

Downingtown Exchange

Chester Springs	Lenape	
Coatesville	Mortonville	
Downingtown	Philadelphia Suburban Zone 28	(C)
Eagle	Pughtown	
Exton	West Chester	
Glenmoore	Westtown	
Honey Brook		

Doylestown Exchange

Buckingham	Line Lexington	
Carversville	Plumsteadville	
Doylestown	Philadelphia Suburban Zone 45	(C)
Dublin	Wycombe	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Eagle Exchange

Chester Springs	Philadelphia Suburban Zone 28	(C)
Coatesville	Phoenixville	
Downingtown	Pughtown	
Eagle	Royersford	
Exton	West Chester	
Glenmoore		

Easton Exchange

Allentown	Hellertown	
Bethlehem	Nazareth	
Bloomsbury, NJ (Bell Atlantic, NJ)	Phillipsburg, NJ (Bell Atlantic, NJ)	
Catasauqua	Riegelsville	(C)
Easton	Springtown	
	Upper Black Eddy	

Eddington-Cornwells Heights Exchange

Bristol	Feasterville
Churchville	Langhorne
Cornwells Heights	Philadelphia Zone 4
Eddington	

Elizabeth Exchange

Clairton	Monongahela	(C)
Donora	Pittsburgh Suburban Zone 10	
Elizabeth	Pittsburgh Suburban Zone 11	(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Exton Exchange

Chester Springs
Coatesville
Downingtown
Eagle
Exton
Glenmoore

Lenape
Mortonville
Philadelphia Suburban Zone 28
Pughtown
West Chester
Westtown

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Finleyville Exchange

Finleyville
McMurray
Monongahela

Pittsburgh Suburban Zone 11
Pittsburgh Suburban Zone 12

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Some material on this page was formerly located on Page 67.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Fleetwood Exchange

Fleetwood	Oley
Kutztown	Reading
Leesport	Topton

Flourtown Exchange

Ambler	Flourtown
Conshohocken	Jenkintown
Cheltenham	Philadelphia Zone 3
Elkins Park	

Glen Willard Exchange

Aliquippa	Pittsburgh Suburban Zone 15	(C)
Ambridge	Pittsburgh Suburban Zone 16	
Glen Willard		(C)

Harrisburg Exchange or Zone 1

Dauphin	Marysville	
Halifax	(The United Tel. Halifax Co. of PA)	(C)
Harrisburg Zone 1	Mechanicsburg	
Harrisburg Zone 2	Middletown	
Hershey (GTE North, Inc.)	Shellsville (GTE North, Inc.)	
Hummelstown		
Lewisberry (Commonwealth Tel. Co.)		

Harrisburg Exchange or Zone 2

Harrisburg Zone 1	Hummelstown
Harrisburg Zone 2	Middletown
Hershey (GTE North, Inc.)	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Hatboro Exchange

Ambler	Hatboro
Bethayres	Huntington Valley
Cheltenham	Jenkintown
Churchville	Langhorne
Elkins Park	Warrington
Feasterville	Willow Grove

Havertown-Manoa Exchange

Ardmore	Manoa
Broomall	Newtown Square
Havertown	Philadelphia Zone 2
Lansdowne	Swarthmore
Larchmont	Upper Darby

Hellertown Exchange

Allentown	Hellertown
Bethlehem	Riegelville
Catasauqua	Springtown
Easton	

Hershey Exchange

Anville	Lebanon
Elizabethtown	Middletown
Harrisburg Zone 1	Palmyra
Harrisburg Zone 2	Shellsville
Hershey	
Hummelstown	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Hummelstown Exchange

Harrisburg (Zone 1)	Middletown
Harrisburg (Zone 2)	Palmyra
Hershey	Shellsville
Hummelstown	

Cheltenham-Elkins Park-Jenkintown Exchange

Ambler	Hatboro
Behayres	Huntingdon Valley
Cheltenham	Jenkintown
Elkins Park	North Wales
Flourtown	Willow Grove

Imperial Exchange

Imperial	Oakdale	(C)
McDonald	Pittsburgh Suburban Zone 14	
Murdocksville	Pittsburgh Suburban Zone 15	(C)

Jermyn Exchange

Carbondale	Olyphant
Chapman Lake (Quakerstate Tel. Co)	Scranton
Jermyn	

Kennett Square

Avondale	Mendenhall
Coatesville	Mortonville
Hockessin, DE (BA Delaware)	Unionville
Kemblesville	West Chester
Kennett Square	West Grove
Landenberg	Westtown
Lenape	Wilmington, DE (BA Delaware)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Kingston Exchange

Center Moreland (Commonwealth)	Pittston
Dallas (Commonwealth)	Plymouth
Harveys Lake (Commonwealth)	Trucksville (Commonwealth)
Kingston	Wilkes-Barre
Mountaintop	Wyoming
Nanticoke	

Norristown-King of Prussia Exchange

Center Point	Philadelphia Suburban Zone 24	(C)
Collegeville	Philadelphia Suburban Zone 25	
	Philadelphia Suburban Zone 26	
	Philadelphia Suburban Zone 29	
Harleysville	Philadelphia Suburban Zone 30	
King of Prussia	Philadelphia Suburban Zone 31	
Lansdale	Philadelphia Suburban Zone 32	
North Wales	Philadelphia Suburban Zone 33	
Norristown	Philadelphia Suburban Zone 34	
Philadelphia Zone 1	Philadelphia Suburban Zone 37	
Philadelphia Zone 2	Philadelphia Suburban Zone 38	
Philadelphia Zone 3	Philadelphia Suburban Zone 39	
Philadelphia Zone 4	Philadelphia Suburban Zone 40	
Phoenixville	Philadelphia Suburban Zone 41	
Philadelphia Suburban Zone 10	Philadelphia Suburban Zone 42	
Philadelphia Suburban Zone 11	Philadelphia Suburban Zone 43	
Philadelphia Suburban Zone 12	Philadelphia Suburban Zone 44	
Philadelphia Suburban Zone 13	Philadelphia Suburban Zone 45	
Philadelphia Suburban Zone 14	Royersford	
Philadelphia Suburban Zone 17	Schwenksville	
Philadelphia Suburban Zone 21		
Philadelphia Suburban Zone 22		
Philadelphia Suburban Zone 23		(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Lancaster Exchange

Intercourse (Frontier Com. of PA, Inc.)
Lancaster
Landisville
Leola (Frontier Com. of PA, Inc.)
Lititz (Denver & Ephrata Tel Co.)
Manheim (Denver & Ephrata Tel Co.)
Millersville

Mount Joy (The United Tel. Co. of PA)
Mountville (The United Tel. Co. of PA)
New Holland (Frontier Com. of PA, Inc.)
Quarryville (Commonwealth Tel Co.)
Rawlinsville (Commonwealth Tel Co.)
Strasburg

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PA10501a

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Landisville Exchange

Lancaster	Millersville
Landisville	Mount Joy (The United Tel Co. of PA)
Lititz (Denver & Ephrata Tel Co.)	Mountville (The United Tel Co. of PA)
Manheim (Denver & Ephrata Tel Co.)	Strasburg

Lansdale Exchange

Center Point	Line Lexington
Harleysville	North Wales
Lansdale	Souderton

Langhorne Exchange

Bristol	Langhorne
Churchville	Levittown
Cornwells Heights	Morrisville
Eddington	Newtown
Feasterville	Yardley

Lansdowne-Upper Darby Exchange

Darby	Ridley Park
Havertown	Sharon Hill
Lansdowne	Swarthmore
Manoa	Upper Darby

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Larchmont - Broomall - Newtown Square Exchange

Ardmore	Malvern
Berwyn	Manoa
Broomall	Media
Berwyn	Newtown Square
Bryn Mawr	Paoli
Havertown	Swarthmore
Larchmont	Wayne

Lebanon Exchange

Annville	Mt. Gretna
Frystown (GTE North, Inc.)	Myerstown (GTE North, Inc.)
Hershey (Continental Tel. Co. of PA)	Palmyra
Jonestown (GTE North, Inc.)	Schaefferstown (GTE North, Inc.)
Lebanon	

Lenape Exchange

Avondale	Mortonville
Coatesville	Philadelphia Suburban Zone 10
Downingtown	Philadelphia Suburban Zone 28
Exton	Unionville
Kennett Square	West Chester
Landenberg	West Grove
Lenape	Westtown
Mendenhall	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Media Exchange

Broomall	Media
Chester	Newtown Square
Chester Heights	Swarthmore
Larchmont	

Mendenhall Exchange

Avondale	Unionville	
	West Chester	(C)
Kemblesville	West Grove	
Kennett Square	Westtown	
Landenberg	Hockessin, DE (BA Delaware)	
Lenape	Wilmington, DE (BA Delaware)	
Mendenhall		
Philadelphia Suburban Zone 10		(C)

Middletown Exchange

Elizabethtown (The United Tel Co. of PA)	Hummelstown
	Middletown
Harrisburg Zone 1	Hershey (Continental Tel. Co. of Pa.)
Harrisburg Zone 2	

Millersville Exchange

Lancaster	Mountville (United Tel. Co. of PA)
Landisville	Strasburg
Millersville	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Morrisville Exchange

	Philadelphia Suburban Zone 43	(C)
	Philadelphia Suburban Zone 44	
	Yardley	(C)
Morrisville	Ewing, NJ (BA New Jersey)	
Newtown	Trenton, NJ (BA New Jersey)	
Philadelphia Suburban Zone 42		(C)

Mortonville Exchange

Avondale	Mortonville
Coatesville	Parkesburg
Downington	Unionville
Exton	West Chester
Kennett Square	West Grove
Lenape	Westtown

Moosic Exchange

Moosic	Taylor
Pittston	Wyoming
Scranton	

Moscow Exchange

Hamlin	Scranton
Moscow	Wallenpaupack
Newfoundland	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Mount Gretna Exchange

Annville	Mount Gretna
Lebanon	Palmyra

Nazareth Exchange

Allentown	Catasauqua
Bath	Easton
Bethlehem	Nazareth

New Kensington Exchange

New Kensington	Springdale
Pittsburgh Suburban Zone 20	Tarentum

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Newtown Exchange

Philadelphia Zone 40	Wycombe
Philadelphia Zone 43	Yardley
Newtown	

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Northampton Exchange

Allentown	Ironton (Ironton Tel. Co.)
Bath	Northampton
Bethlehem	Slatington
Catasauqua	

North Wales

Center Point	Lansdale
Harleysville	Line Lexington
	North Wales
	Soudertown
	Philadelphia Zone 30
	Philadelphia Zone 33

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Oakdale Exchange

Imperial	Pittsburgh Suburban Zone 13
McDonald	Pittsburgh Suburban Zone 14
Oakdale	

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Olyphant Exchange

Carbondale	Lake Ariel
Chapman Lake (Continental Tel)	Olyphant
Hamlin	Scranton
Jermyn	Taylor

Palmyra Exchange

Annville	Lebanon
Harrisburg Zone 1	Mount Gretna
Hershey (GTE)	Palmyra
Hummelstown	

Paoli - Malver - Berwyn Exchange

Berwyn	Malvern
Broomall	Newtown Square
Chester Springs	Paoli
Downingtown	Phoenixville
Eagle	Valley Forge
Exton	Wayne
Larchmont	West Chester
Lenape	Westtown

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Philadelphia Exchanges - Zone 1, Zone 2, Zone 3, and Zone 4

Norristown

All Philadelphia Suburban Zones

All Philadelphia Zones

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Phoenixville Exchange

	Phoenixville
Chester Springs	Philadelphia Zone 28
Collegeville	Philadelphia Zone 29
Eagle	Pughtown
	Royersford

Philadelphia Suburban Exchange -Zone 10

Holly Oak, DE	All Philadelphia Suburban Zones
Lenape	West Chester
Mendenhall	Westtown
Norristown	Wilmington, DE
All Philadelphia Zones	

Philadelphia Suburban Exchange Zone 11

Holly Oak, DE	All Philadelphia Zones
Norristown	All Philadelphia Suburban Zones

Philadelphia Suburban Exchanges - Zone 12, Zone 13, Zone 14, Zone 17, Zone 21, Zone 23, Zone 24, Zone 26 and Zone 38

Norristown	All Philadelphia Suburban Zones
All Philadelphia Zones	

Philadelphia Suburban Exchanges - Zone 22, Zone 25, Zone 37 and Zone 41

All Philadelphia Zones	All Philadelphia Suburban Zones
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Philadelphia Suburban Exchange - Zone 28

Chester Spring	All Philadelphia Zones
Downingtown	All Philadelphia Suburban Zones
Eagle	Phoenixville
Exton	West Chester
Lenape	Westtown
Norristown	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Philadelphia Suburban Exchange - Zone 29

Collegeville	All Philadelphia Suburban Zones
Norristown	Phoenixville
All Philadelphia Zones	Royersford

Philadelphia Suburban Exchange - Zone 30

Center Point	All Philadelphia Zones
Collegeville	All Philadelphia Suburban Zones
Harleysville	Phoenixville
Lansdale	Royersford
Norristown	Schwenksville
North Wales	

Philadelphia Suburban Exchange - Zone 31

Center Point	All Philadelphia Zones
Collegeville	All Philadelphia Suburban Zones
Norristown	

Philadelphia Suburban Exchange s- Zone 32 and Zone 39

Norristown	All Philadelphia Suburban Zones
All Philadelphia Zones	

Philadelphia Suburban Exchanges - Zones 33 and 34

Norristown	All Philadelphia Zones
North Wales	All Philadelphia Suburban Zones

Philadelphia Suburban Exchange - Zone 40

Newtown	All Philadelphia Suburban Zones
Norristown	Wycombe
All Philadelphia Zones	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Philadelphia Suburban Exchange - Zone 42

Morrisville All Philadelphia Suburban Zones
All Philadelphia Zones Yardley

Philadelphia Suburban Exchange - Zone 43

Morrisville All Philadelphia Suburban Zones
Newtown Yardley
All Philadelphia Zones

Philadelphia Suburban Exchange - Zone 44

Morrisville All Philadelphia Zones
Newtown All Philadelphia Suburban Zones
Norristown Yardley

Philadelphia Suburban Exchange - Zone 45

Buckingham All Philadelphia Zones
Doylestown All Philadelphia Suburban Zones
Line Lexington Wycombe
Norristown

All Pittsburgh Exchange Zones

All Pittsburgh Zones All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 10 and Zone 11

Clairton All Pittsburgh Zones
Elizabeth All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 12

Finleyville All Pittsburgh Zones
McMurray All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 13

Canonsburg Oakdale
McDonald All Pittsburgh Zones
McMurray All Pittsburgh Suburban Zones

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Pittsburgh Suburban Exchange – Zone 14

Imperial All Pittsburgh Zones
Oakdale All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 15

Ambridge All Pittsburgh Zones
Glen Willard All Pittsburgh Suburban Zones
Imperial

Pittsburgh Suburban Exchange – Zone 16

Aliquippa All Pittsburgh Zones
Ambridge All Pittsburgh Suburban Zones
Glen Willard

Pittsburgh Suburban Exchange – Zone 17

All Pittsburgh Zones Wexford
All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 18

All Pittsburgh Zones All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 19

All Pittsburgh Zones Springdale
All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 20

New Kensington Springdale
All Pittsburgh Zones Tarentum
All Pittsburgh Suburban Zones

Pittsburgh Suburban Exchange – Zone 21

Export All Pittsburgh Suburban Zones
All Pittsburgh Zones

Pittsburgh Suburban Exchange – Zone 22

Export All Pittsburgh Zones
Harrison City All Pittsburgh Suburban Zones

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Pittston Exchange

Harding (Commonwealth Tel)
Kingston
Moosic
Pittston

Scranton
Taylor
Wilkes-Barre
Wyoming

Pottstown Exchange

Boyertown
Collegeville
Douglassville
Phoenixville
Pottstown

Pughtown
Royersford
Sassamansville
Schwenksville

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Quakertown Exchange

Bedminister	Perkasie
Dublin	Plumsteadville
Ferndale (Commonwealth Tel)	Quakertown
Green Lane	Soudertown
Pennsburg	Springtown

Reading Exchange

Adamstown (Denver & Ephrata Tel. Co.)	Morgantown (The Conestoga Tel. & Tel. Co.)
Bernville (GTE North, Inc.)	Oley (The Conestoga Tel. & Tel. Co.)
Birdsboro (The Conestoga Tel. Co.)	Reading
Fleetwood	Yellow House (The Conestoga Tel. & Tel. Co.)
Green Hills (The Conestoga Tel. Co.)	Robesonia (GTE North, Inc.)
Hamburg	Topton (The Conestoga Tel. & Tel. Co.)
Kutztown	Womelsdorf (GTE North, Inc.)
Leesport (Commonwealth Tel. Co.)	

Darby-Ridley Park- Sharon Hill Exchange

Chester	Ridley Park
Darby	Sharon Hill
Lansdowne	Swarthmore
Philadelphia Zone 2	Upper Darby

Royersford Exchange

Center Point	Phoenixville
Chester Springs	Pottstown
Collegeville	Pughtown
Eagle	Royersford
Philadelphia Suburban Zone 28	Schwenksville
Philadelphia Suburban Zone 29	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Scranton Exchange

Clarks Summit (Commonwealth Tel. Co.)	Moosic
Dalton (Commonwealth Tel. Co.)	Moscow
Factoryville (Commonwealth Tel. Co.)	Olyphant
Hamlin	Pittston
Jermyn	Scranton
Lake Ariel	Taylor
Lake Winola (Commonwealth Tel. Co.)	Wyoming

Slatington Exchange

Allentown	Ironton (Ironton Tel. Co.)
Bath	New Tripoli (Quaker State Tel. Co.)
Bethlehem	Northampton
Catasauqua	Slatington

Springdale Exchange

New Kensington	Springdale
Pittsburgh Suburban Zone 19	Tarentum
Pittsburgh Suburban Zone 20	

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Strasburg Exchange

Gap (Commonwealth Tel Co.)	Millersville
Intercourse (Enterprise Tel & Tel Co.)	Quarryville (Commonwealth Tel Co.)
Lancaster	Rawlinsville (Commonwealth Tel Co.)
Landisville	Strasburg

Swarthmore Exchange

Broomall	Media
Chester	Newtown Square
Darby	Ridley Park
Havertown	Sharon Hill
Lansdowne	Swarthmore
Larchmont	Upper Darby
Manoa	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Taylor Exchange

Moosic	Scranton
Olyphant	Taylor
Pittston	Wyoming

Valley Forge Exchange

Berwyn	Paoli
Collegeville	Phoenixville
King of Prussia	Royersford
Malvern	Valley Forge
Norristown	Wayne

Warrington Exchange

Ambler	Huntingdon Valley
Bethayres	Langhorne
Buckingham	Line Lexington
Churchville	Warrington
Doylestown	Willow Grove
Feasterville	Wycombe
Hatboro	

Wayne Exchange

Ardmore	King of Prussia
Berwyn	Newtown Square
Broomall	Norristown
Bryn Mawr	Paoli
Conshohocken	Valley Forge
Larchmont	Wayne
Malvern	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

West Chester Exchange

Downingtown	Mortonville	
Exton	Philadelphia Suburban Zone 28	(C)
Lenape	West Chester	
Mendenhall	Westtown	

Westtown Exchange

Lenape	Philadelphia Suburban Zone 10	(C)
	West Chester	(C)
Mendenhall	Westtown	(C)

Wilkes-Barre Exchange

Center Moreland (Commonwealth Tel. Co.)	Pittston
Dallas (Commonwealth Tel. Co.)	Plymouth
Harveys Lake (Commonwealth Tel. Co.)	Trucksville
Kingston	(Commonwealth Tel. Co.)
Mountain Top	Wilkes-Barre
Nanticoke	Wyoming
Nuangola (Commonwealth Tel. Co.)	

Willow Grove Exchange

Ambler	Hatboro
Behayres	Huntingdon Valley
Cheltenham	Jenkintown
Churchville	Warrington
Elkins Park	Willow Grove
Feasterville	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.1 Local Calling Areas, (cont'd.)

Wyoming Exchange

Kingston	Taylor
Moosic	Wilkes-Barre
Pittston	Wyoming
Scranton	

Yardley Exchange

Philadelphia Suburban Zone 42	Newtown	(C)
Philadelphia Suburban Zone 43	Wycombe	
Philadelphia Suburban Zone 44	Yardley	(C)
Morrisville	Ewing, NJ (BA New Jersey)	
New Hope	Trenton, NJ (BA New Jersey)	

York Exchange

Dover	Spring Grove
Loganville	Wrightsville
Manchester	York
Red Lion	

XO Communications Services, Inc.

Local Supplement No. 9
Tariff Telephone - Pa. P.U.C. No.9
Canceling Tariff Telephone - Pa. P.U.C. No. 1 & 2

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

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PA10501a

XO Communications Services, Inc.

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Canceling Tariff Telephone - Pa. P.U.C. No. 1 & 2

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

Small Business Basic Business Local Line Service will no longer be available to new customers who sign up for service after April 15, 2002. See Small Business Basic Business Line Services offered under Section 3.1.3.1 for new service. (C)
(C)

(a) Local Line Service is available in the following offerings:

(1) **Small Business Basic Business Local Line Service** – This service is available to those customers who subscribe to this service as the only local exchange service from the Company. Each Small Business Basic Business Local Line service includes the following standard features at no additional charge: (C)
|
(C)

- One Directory Listing (per Customer location)
- Presubscription
- Serial Hunting
- Touch Tone

(2) **Small Business XO PLUS Business Local LineService** - This service is available to those customers who subscribe to this service as the only local exchange service from the Company. Each Small Business XO PLUS Local Line service includes the following standard features at no additional charge: (C)
|
(C)

- Touch Tone
- One Directory Listing
- Presubscription
- Call Forward, Busy
- Call Forward, No Answer
- Call Forward, Variable
- Call Transfer, Consultation, and Conference
- Message Waiting
- Serial Hunting
- Speed Dial (up to 8 numbers)

Small Business XO PLUS Local Line Service is not available for new installations. (C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

- (b) Optional Features** - A Small Business Basic Business Local Line Customer may order, in addition to the standard features, the following optional features, at the rates specified in Section 3.1.3 (c). **(C)**

- Anonymous Call Rejection
- Automatic Callback
- Automatic Recall
- Call Forward Busy
- Call Forward No Answer
- Call Forward, Remote Access
- Call Forward Variable
- Calling Number Delivery
- Calling Number Delivery Blocking
- Calling Number Delivery with Name
- Call Park
- Call Pickup, Group
- Call Transfer
- Call Waiting
- Conference Three-Way
- Message Waiting
- Serial Hunting
- Speed Dial - 8 numbers
- Speed Dial – 30 numbers
- Supplementary Directory Number Service

Enhanced Feature Packages:

Enhanced Feature Package #1: Automatic Call Back, Automatic Recall, Caller
Enhanced Feature Package #2: Automatic Call Back, Automatic Recall, Caller

Services No Longer Available:

- Call Hold
- Conference Six-Way

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

- (c) **Small Business Basic Business Local Line Rates and Charges** - A Business Services Basic Business Local Line Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and usage charges as specified below. (C)
(C)

Non-Recurring Charges:

Line Connection Charge (per line) \$65.00

See Section 3.15 for Service Order Charges pricing.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

(c) Small Business Basic Business Local Line Rates and Charges, (continued) (C)

Monthly Recurring Charges:

Small Business Basic Business Local Line - Loop & Ground Start* \$ 25.00 (C)

*Line charges apply when using only XO dial tone.

The above product and rate is no longer available for new installations.

Small Business Basic Business Local Line - Loop & Ground Start \$ 9.94 (C)

Philadelphia Local Calling Area Exchange Only:

Philadelphia Zones 1-4, Local Calling Area Exchanges Only

Basic Local Line – Loop & Ground Start \$ 5.49

Small Business XO PLUS Business Line Charge \$ 37.50 (C)
 (includes 250 local calls per line, cumulative per account)

Small Business XO PLUS Business Line is no longer available for new installations. (C)

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

(c) Small Business Basic Business Local Line Rates and Charges, (continued) (C)

Monthly Recurring Charges, (continued)

Optional Features

Anonymous Call Rejection	\$0.00
Automatic Callback	\$4.00
Automatic Recall	\$3.00
Call Forward Busy	\$1.00
Call Forward No Answer	\$1.00
Call Forward, Remote Access	\$6.00
Call Forward Variable	\$1.00
Calling Number Delivery	\$ 8.50
Calling Number Delivery Blocking	\$0.00
Calling Number Delivery with Name	\$9.00
Call Park	\$1.00
Call Pickup, Group	\$1.00
Call Transfer	\$1.00
Call Waiting	\$1.00
Conference Calling Three-Way	\$1.00
Enhanced Feature Package # 1	\$12.00
Enhanced Feature Package # 2	\$13.00
Speed Dial - 8 numbers	\$1.00
Speed Dial - 30 numbers	\$2.00
Supplementary Directory Number Service (Per each additional number)	\$6.00

Services No Longer Available:

Call Hold

Usage Rates - The rates in Section 3.1.6 will apply.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines*

(C)

Small Business Basic Business Lines are available to customers subscribe to this service as the only local exchange service from the Company. This service provides basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). Small Business Basic Business Line Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges.

(C)

(C)

(a) Small Business Basic Business Lines include the following standard attributes at no cost:

- Touchtone
- One White Pages Directory Listing
- One Yellow Pages Directory Listing
- 911 Access
- Caller ID Blocking- Per Call

Blocking Restrictions – Small Business Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

- Option A No blocking
- Option B Block 976-like, 500, 976, 900 area codes
- Option C Block 976-like, 500, 976, 900, 01, 011 codes
- Option D Block 976-like, 500, 976, 900, 01, 011, DA
- Option E Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International
- Option F Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International, IntraLATA
- Option G Block 976-like, 500, 976, 900, 0+
- Option H Block 976-like, 500, 976, 900, 0
- Option J Block all

* As of April 1, 2007, this product will only be available to current customers at their current location.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines, (continued)

(C)

- (b) **Small Business Basic Business Line Optional Features** – Small Business Basic Business Line Customers may order the following Optional Features listed below at the Rates specified in below.

(C)

(C)

Call Forward Busy
Call Forward No Answer
Call Forward No Answer Ring Select
Call Forward Variable
Call Waiting with Cancel Call Waiting
Call Forwarding of Call Waiting Calls
Call Transfer
Speed Calling 8
Speed Calling 30
Three Way Calling
Caller ID Number Only
Caller ID Name & Number
Caller ID Per Line Blocking
Distinctive Ringing/ Call Waiting
Automatic Line (Hotline)
Hunting
Remote Access to Call Forwarding
Simultaneous Ring
Anonymous Call Rejection
Automatic Call Back
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines, (continued)

(C)

(b) (continued)

Optional Feature Packages - Optional Features that are combined into the following Feature Packages will have discounted pricing based on the number of features in each package. Pricing is listed below.

Packages	Features Included
2 Feature Package	Three Way Calling and Call Forward Variable
3 Feature Package	Three Way Calling, Call Forward Variable, and Call Transfer
4 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling and Call Transfer
5 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer and Caller ID Name and Number
6 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer, Caller ID Name and Number and Remote Access to Call Forwarding

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines, (continued)

(c) **Small Business Basic Business Line Rates and Charges** – Small Business Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

(1) **Monthly Recurring Charges**

Small Business Basic Business Line	Line Charge	
Philadelphia Zones 1-4 Local Calling Area Exchanges Only (For Customers with 1-3 Lines):		
One Year Term	\$10.99	(1)
Two Year Term	\$9.99	
Three Year Term	\$9.99	(1)
Philadelphia Zones 1-4 Local Calling Area Exchanges Only (For Customers with 4 or More Lines):		
One Year Term	\$9.99	(1)
Two Year Term	\$8.99	
Three Year Term	\$8.99	(1)
All other Local Calling Areas		
One Year Term	\$13.99	(1)
Two Year Term	\$13.99	
Three Year Term	\$13.99	(1)
Philadelphia Suburban Areas (For Customers with 1-3 Lines):		
One Year Term	\$14.99	(1)
Two Year Term	\$14.99	
Three Year Term	\$14.99	(1)
Philadelphia Suburban Areas (For Customers with 4 or More Lines):		
One Year Term	\$13.99	(1)
Two Year Term	\$13.99	
Three Year Term	\$13.99	(1)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines, (continued) (C)

(c) Small Business Basic Business Line Rates and Charges, (continued) (C)

(1) Monthly Recurring Charges, (continued)

Optional Features:

Anonymous Call Rejection	\$3.00
Call Forward Busy	\$2.00
Call Forward No Answer	\$2.00
Call Forward No Answer-Ring Select	\$2.00
Call Forward Variable	\$4.00
Call Forwarding of Call Waiting Calls	\$2.00
Call Transfer, with Consultation Hold	\$3.00
Call Waiting with Cancel Call Waiting	\$4.00
Caller ID Number Only	\$7.00
Caller ID with Name	\$8.00
Caller ID Per Line Blocking	\$ 0.00
Distinctive Ringing with Call Waiting Tone	\$6.00
Hot Line	\$1.00
Hunting	\$0.00
Last Call Return (Automatic Call Back)	\$3.00
Simultaneous Ring	\$5.00
Remote Access to Call Forwarding	\$8.00
Repeat Dialing (Class Automatic Recall)	\$3.00
Selective Call Acceptance	\$3.00
Selective Call Forwarding	\$3.00
Selective Call Rejection	\$3.00
Speed Calling-30 numbers	\$4.00
Speed Calling-8 numbers	\$2.00
Three-Way Calling with Consultation Hold	\$4.00
Feature Package 1	\$7.60
Feature Package 2	\$9.90
Feature Package 3	\$9.35
Feature Package 4	\$15.20
Feature Package 5	\$20.25

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.1 Small Business Basic Business Lines, (continued)

(C)

(c) Small Business Basic Business Line Rates and Charges, (continued)

(C)

(2) Non-Recurring Charges

Installation Charge (Per Line)

First Line \$64.00

Additional Line(s) \$64.00

See Section 3.15 for Service Order Charges pricing.

(d) Usage Rates - The rates in Section 3.1.6 will apply.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.2 Business Services Basic Business Local Line Service

Business Services Basic Business Local Line are available to customers who subscribe to other non-Basic Business Line services from the Company. This service provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

Business Services Basic Business Local Line Service will no longer be available to new customers who sign up for service after April 15, 2002. See Business Services Basic Business Line Services offered under Section 3.1.3.3 for new service.

(a) **Business Services Basic Business Local Line Service is available in the following offerings:**

(1) **Small Business Basic Business Local Line Service** - Each Small Business Basic Business Local Line service includes the following standard features at no additional charge:

One Directory Listing (per Customer location)	Serial Hunting
Presubscription	Touch Tone

(2) **Business Services XO PLUS Business Local Line Service** - Each Business Services XO PLUS Local Line service includes the following standard features at no additional charge:

Touch Tone	Call Forward, No Answer	Serial Hunting
One Directory Listing	Call Forward, Variable	Speed Dial (up to 8 numbers)
Presubscription	Call Transfer, Consultation, and Conference	Serial Hunting
Call Forward, Busy	Message Waiting	Speed Dial (up to 8 numbers)

Business Services Business XO PLUS Local Line Service is not available for new installations.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.2 Business Services Basic Business Local Line Service (Cont'd)

(b) Optional Features - A Small Business Basic Business Local Line Customer may order, in addition to the standard features, the following optional features, at the rates specified in Section 3.1.3.2(c).

Anonymous Call Rejection
Automatic Callback
Automatic Recall
Call Forward Busy
Call Forward No Answer
Call Forward, Remote Access
Call Forward Variable
Calling Number Delivery
Calling Number Delivery Blocking
Calling Number Delivery with Name
Call Park
Call Pickup, Group
Call Transfer
Call Waiting
Conference Three-Way
Message Waiting
Serial Hunting
Speed Dial - 8 numbers
Speed Dial - 30 numbers
Supplementary Directory Number Ser

Enhanced Feature Packages:7

Enhanced Feature Package #1: Automatic Call Back, Automatic Recall, Caller
Enhanced Feature Package #2: Automatic Call Back, Automatic Recall, Caller

Services No Longer Available:

Call Hold
Conference Six-Way

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.2 Business Services Basic Business Local Line Service (Cont'd)

- (c) **Business Services Basic Business Local Line Rates and Charges**
- A Business Services Basic Business Local Line Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and usage charges as specified below.

Non-Recurring Charges:

Line Connection Charge (per line)	\$65.00
-----------------------------------	---------

See Section 3.15 for Service Order Charges pricing.

Monthly Recurring Charges:

Business Services Basic Business Local Line - Loop & Ground Start*	\$ 25.00
--	----------

*Line charges apply when using only XO dial tone.

The above product and rate is no longer available for new installations.

Business Services Basic Business Local Line - Loop & Ground St	\$ 9.94
--	---------

Philadelphia Local Calling Area Exchange Only:

Philadelphia Zones 1-4, Local Calling Area Exchanges Only Basic Local Line – Loop & Ground Start	\$ 5.49
---	---------

Business Services XO PLUS Business Line Charge (includes 250 local calls per line, cumulative per account)	\$ 37.50
---	----------

Business Services XO PLUS Business Line is no longer available for new installations.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.2 Business Services Basic Business Local Line Service (Cont'd)

(c) Business Services Basic Business Local Line Rates and Charges

Monthly Recurring Charges, (continued)

Optional Features

Anonymous Call Rejection	\$0.00
Automatic Callback	\$4.00
Automatic Recall	\$3.00
Call Forward Busy	\$1.00
Call Forward No Answer	\$1.00
Call Forward, Remote Access	\$6.00
Call Forward Variable	\$1.00
Calling Number Delivery	\$ 8.50
Calling Number Delivery Blocking	\$0.00
Calling Number Delivery with Name	\$9.00
Call Park	\$1.00
Call Pickup, Group	\$1.00
Call Transfer	\$1.00
Call Waiting	\$1.00
Conference Calling Three-Way	\$1.00
Enhanced Feature Package # 1	\$12.00
Enhanced Feature Package # 2	\$13.00
Speed Dial - 8 numbers	\$1.00
Speed Dial - 30 numbers	\$2.00
Supplementary Directory Number Service (Per each additional number)	\$6.00

Services No Longer Available:

Call Hold

Usage Rates - The rates in Section 3.1.6 will apply.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines* (C)

Business Services Basic Business Lines are available to those Customers who subscribe to other non-Basic Business Line services from the company. This service provide basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). Business Services Basic Business Line Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges. (C)

- (a) Business Services Basic Business Lines include the following standard attributes at no cost: (C)

Touchtone
 One White Pages Directory Listing
 One Yellow Pages Directory Listing
 911 Access
 Caller ID Blocking- Per Call

Blocking Restrictions –Business Services Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+

* As of April 1, 2007, this product will only be available to current customers at their current location. (C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines (Cont'd)

- (b) Business Basic Business Line Optional Features** –Business Services Basic Business Line Customers may order the following Optional Features listed below at the Rates specified in below.

Call Forward Busy
Call Forward No Answer
Call Forward No Answer Ring Select
Call Forward Variable
Call Waiting with Cancel Call Waiting
Call Forwarding of Call Waiting Calls
Call Transfer
Speed Calling 8
Speed Calling 30
Three Way Calling
Caller ID Number Only
Caller ID Name & Number
Caller ID Per Line Blocking
Distinctive Ringing/ Call Waiting
Automatic Line (Hotline)
Hunting
Remote Access to Call Forwarding
Simultaneous Ring
Anonymous Call Rejection
Automatic Call Back
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines (Cont'd)

(b) (continued)

Optional Feature Packages - Optional Features that are combined into the following Feature Packages will have discounted pricing based on the number of features in each package. Pricing is listed below.

Packages	Features Included
2 Feature Package	Three Way Calling and Call Forward Variable
3 Feature Package	Three Way Calling, Call Forward Variable, and Call Transfer
4 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling and Call Transfer
5 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer and Caller ID Name and Number
6 Feature Package	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer, Caller ID Name and Number and Remote Access to Call Forwarding

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines (Cont'd)

(c) **Business Services Basic Business Line Rates and Charges** –Business Services Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

(1) **Monthly Recurring Charges**

Business Services Basic Business Line	Line Charge	
Philadelphia Zones 1-4 Local Calling Area Exchanges Only		
One Year Term	\$15.74	(I)
Two Year Term	\$15.74	
Three Year Term	\$15.74	(I)
All other Local Calling Areas		
One Year Term	\$21.36	(I)
Two Year Term	\$21.36	
Three Year Term	\$21.36	(I)
Philadelphia Suburban Areas		
One Year Term	\$20.24	(I)
Two Year Term	\$20.24	
Three Year Term	\$20.24	(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines (Cont'd)

(c) Business Services Basic Business Line Rates and Charges,
(continued)

(1) Monthly Recurring Charges, (continued)

Optional Features:

Anonymous Call Rejection	\$3.00
Call Forward Busy	\$2.00
Call Forward No Answer	\$2.00
Call Forward No Answer-Ring Select	\$2.00
Call Forward Variable	\$4.00
Call Forwarding of Call Waiting Calls	\$2.00
Call Transfer, with Consultation Hold	\$3.00
Call Waiting with Cancel Call Waiting	\$4.00
Caller ID Number Only	\$7.00
Caller ID with Name	\$8.00
Caller ID Per Line Blocking	\$ 0.00
Distinctive Ringing with Call Waiting Tone	\$6.00
Hot Line	\$1.00
Hunting	\$0.00
Last Call Return (Automatic Call Back)	\$3.00
Simultaneous Ring	\$5.00
Remote Access to Call Forwarding	\$8.00
Repeat Dialing (Class Automatic Recall)	\$3.00
Selective Call Acceptance	\$3.00
Selective Call Forwarding	\$3.00
Selective Call Rejection	\$3.00
Speed Calling-30 numbers	\$4.00
Speed Calling-8 numbers	\$2.00
Three-Way Calling with Consultation Hold	\$4.00
Feature Package 1	\$7.60
Feature Package 2	\$9.90
Feature Package 3	\$9.35
Feature Package 4	\$15.20

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.3 Business Services Basic Business Lines, (continued)

**(c) Business Services Basic Business Line Rates and Charges,
(continued)**

(2) Non-Recurring Charges

Installation Charge (Per Line)

First Line \$64.00

Additional Line(s) \$64.00

See Section 3.15 for Service Order Charges pricing.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.4 Small Business Basic Business Lines II

Small Business Basic Business Lines II are available to customers subscribe to this service as the only local exchange service from the Company. This service provides basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). This service includes the following features: 3-Way Calling, Call Transfer, Caller ID Name & Number, Call Forwarding Variable, Call Forwarding Busy, Call Forwarding No Answer, and Sequential Hunting. Small Business Basic Business Line II Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges.

- (a) Small Business Basic Business Lines II include the following standard attributes at no cost:

Touchtone
One White Pages Directory Listing
One Yellow Pages Directory Listing
911 Access
Caller ID Blocking- Per Call

Blocking Restrictions – Small Business Basic Business Lines II come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.4 Small Business Basic Business Lines II, (continued)

- (b) Small Business Basic Business Line II Optional Features** – Small Business Basic Business Line II Customers may order the following Optional Features listed below at the Rates specified in below.

Call Forward No Answer Ring Select
Call Waiting with Cancel Call Waiting
Call Forwarding of Call Waiting Calls
Speed Calling 8
Speed Calling 30
Caller ID Per Line Blocking
Distinctive Ringing/ Call Waiting
Automatic Line (Hotline)
Hunting (Circular)
Remote Access to Call Forwarding
Simultaneous Ring
Anonymous Call Rejection
Automatic Call Back
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.4 Small Business Basic Business Lines II , (continued)

(c) **Small Business Basic Business Line II Rates and Charges** – Small Business Basic Business Line II Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

(1) **Monthly Recurring Charges**

Small Business Basic Business II Line	Line Charge	
Philadelphia Zones 1-4 Local Calling Area Exchanges Only (For Customers with 1-3 Lines):		
One Year Term	\$10.99	(1)
Two Year Term	\$9.99	
Three Year Term	\$9.99	(1)
 Philadelphia Zones 1-4 Local Calling Area Exchanges Only (For Customers with 4 or More Lines):		
One Year Term	\$9.99	(1)
Two Year Term	\$8.99	
Three Year Term	\$8.99	(1)
 All other Local Calling Areas		
One Year Term	\$13.99	(1)
Two Year Term	\$13.99	
Three Year Term	\$13.99	(1)
 Philadelphia Suburban Areas (For Customers with 1-3 Lines):		
One Year Term	\$14.99	(1)
Two Year Term	\$14.99	
Three Year Term	\$14.99	(1)
 Philadelphia Suburban Areas (For Customers with 4 or More Lines):		
One Year Term	\$13.99	(1)
Two Year Term	\$13.99	
Three Year Term	\$13.99	(1)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.4 Small Business Basic Business Lines II, (continued)

(c) Small Business Basic Business Line II Rates and Charges, (continued)

(1) Monthly Recurring Charges, (continued)

Optional Features:

Anonymous Call Rejection	\$3.00
Call Forward No Answer-Ring Select	\$2.00
Call Forwarding of Call Waiting Calls	\$2.00
Call Waiting with Cancel Call Waiting	\$4.00
Caller ID Per Line Blocking	\$ 0.00
Distinctive Ringing with Call Waiting Tone	\$6.00
Hot Line	\$1.00
Hunting (Circular)	\$0.00
Last Call Return (Automatic Call Back)	\$3.00
Simultaneous Ring	\$5.00
Remote Access to Call Forwarding	\$8.00
Repeat Dialing (Class Automatic Recall)	\$3.00
Selective Call Acceptance	\$3.00
Selective Call Forwarding	\$3.00
Selective Call Rejection	\$3.00
Speed Calling-30 numbers	\$4.00
Speed Calling-8 numbers	\$2.00

(2) Non-Recurring Charges

Installation Charge (Per Line)	
First Line	\$64.00
Additional Line(s)	\$64.00

See Section 3.15 for Service Order Charges pricing.

(d) Usage Rates - The rates in Section 3.1.6 will apply.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.5 Business Services Basic Business Lines II

Business Services Basic Business Lines II are available to customers subscribe to this service as the only local exchange service from the Company. This service provides basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). This service includes the following features: 3-Way Calling, Call Transfer, Caller ID Name & Number, Call Forwarding Variable, Call Forwarding Busy, Call Forwarding No Answer, and Sequential Hunting. Business Services Basic Business Line II Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges.

- (a) Business Services Basic Business Lines II include the following standard attributes at no cost:

Touchtone
One White Pages Directory Listing
One Yellow Pages Directory Listing
911 Access
Caller ID Blocking- Per Call

Blocking Restrictions –Business Services Basic Business Lines II come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.5 Business Services Basic Business Lines II, (continued)

- (b) Business Services Basic Business Line II Optional Features** –Business Services Basic Business Line II Customers may order the following Optional Features listed below at the Rates specified in below.

Call Forward No Answer Ring Select
Call Waiting with Cancel Call Waiting
Call Forwarding of Call Waiting Calls
Speed Calling 8
Speed Calling 30
Caller ID Per Line Blocking
Distinctive Ringing/ Call Waiting
Automatic Line (Hotline)
Hunting (Circular)
Remote Access to Call Forwarding
Simultaneous Ring
Anonymous Call Rejection
Automatic Call Back
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.5 Business Services Basic Business Lines II , (continued)

(c) **Business Services Basic Business Line II Rates and Charges –**
 Business Services Basic Business Line II Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

(1) Monthly Recurring Charges

Business Services Basic Business II Line	Line Charge	
Philadelphia Zones 1-4 Local Calling Area Exchanges Only		
One Year Term	\$15.74	(1)
Two Year Term	\$15.74	
Three Year Term	\$15.74	(1)
All other Local Calling Areas		
One Year Term	\$21.36	(1)
Two Year Term	\$21.36	
Three Year Term	\$21.36	(1)
Philadelphia Suburban Areas		
One Year Term	\$20.24	(1)
Two Year Term	\$20.24	
Three Year Term	\$20.24	(1)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.3 Local Line, (cont'd.)

3.1.3.5 Business Services Basic Business Lines II, (continued)

(c) Business Services Basic Business Line II Rates and Charges,
(continued)

(1) Monthly Recurring Charges, (continued)

Optional Features:

Anonymous Call Rejection	\$3.00
Call Forward No Answer-Ring Select	\$2.00
Call Forwarding of Call Waiting Calls	\$2.00
Call Waiting with Cancel Call Waiting	\$4.00
Caller ID Per Line Blocking	\$ 0.00
Distinctive Ringing with Call Waiting Tone	\$6.00
Hot Line	\$1.00
Hunting (Circular)	\$0.00
Last Call Return (Automatic Call Back)	\$3.00
Simultaneous Ring	\$5.00
Remote Access to Call Forwarding	\$8.00
Repeat Dialing (Class Automatic Recall)	\$3.00
Selective Call Acceptance	\$3.00
Selective Call Forwarding	\$3.00
Selective Call Rejection	\$3.00
Speed Calling-30 numbers	\$4.00
Speed Calling-8 numbers	\$2.00

(2) Non-Recurring Charges

Installation Charge (Per Line)	
First Line	\$64.00
Additional Line(s)	\$64.00

See Section 3.15 for Service Order Charges pricing.

(d) Usage Rates - The rates in Section 3.1.6 will apply.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk

Local Trunk(s) provide the Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks are provisioned as either analog or digital and will be provided in the following manner:

Local Trunk Service will no longer be available to new customers who sign up for service after April 15, 2002. See Business Trunk Services offered under Section 3.1.4.1 for new service.

- (a) **Local Trunk - Basic** - Local Trunk - Basic can be used to carry one-way outbound traffic, one-way inbound traffic or two-way traffic. Local Trunk - Basic is no longer available for new installations.

One-Way Outbound - Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

One-Way Inbound or Two-Way - Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

Features - The following features are available:

- Calling Number Delivery
- Serial Hunting
- Touch Tone
- Presubscription
- One Directory Listing

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

(a) Local Trunk - Basic, (continued)

Local Trunk - Basic Rates and Charges - A Local Trunk - Basic Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified below.

Non-Recurring Charges

Line Connection Charges, per line \$65.00

See Section 3.15 for Service Order Charges pricing.

Local Trunk - Basic is no longer available for new Installations.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

(a) Local Trunk - Basic, (continued)

Local Trunk - Basic Rates and Charges, (continued)

Monthly Recurring Charges

Local Trunk - Basic Charge \$ 23.69
(per Trunk - which includes 250 Local calls per Trunk, cumulative per account)

Optional Features:

Calling Number Delivery	\$8.50
Calling Number Delivery Blocking	\$0.00
Anonymous Call Rejection	\$0.00

Usage Rates - The rates in Section 3.1.6 will apply.

Local Trunk - Basic is no longer available for new installations.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

Local Trunk Service will no longer be available to new customers who sign up for service after April 15, 2002. See Business Trunk Services offered under Section 3.1.4.1 for new service.

(b) Local Trunk- Direct Inward Dialing (DID) - Provides the Customer with a single analog connection which can carry one-way, inbound traffic.

Direct Inward Dialing Numbers - Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified below.

Direct Inward Dialing Rates and Charges - A Customer who orders a Basic Local Trunk - DID will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified below.

Non-Recurring Charges - Non-recurring account change charges will not apply during the initial 30 day period following a service order.

Installation:

First 20 DID Numbers	\$10.00
Each Add'l 20 DID Numbers, up to 1000	\$13.50
Line Connection, per DID trunk	\$65.00

See Section 3.15 for Service Order Charges pricing.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

(b) Local Trunk- Direct Inward Dialing (DID), (continued)

Monthly Recurring Charges

Local Trunk - DID Charge, per trunk	\$ 32.99	
DID number charge, per block of 20 numbers	\$ 6.75	(I)
DID Number Charge, per block of 100 numbers	\$ 30.38	(I)

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.4 Local Trunk, (cont'd.)****3.1.4.1 Business Trunks**

Business Trunk Service provides customers with access to and from the Public Switched Telephone Network (PSTN) for inbound, outbound or two-way call traffic. The trunk connection can be either analog or digital depending on the customer's requirements.

Analog trunk service is offered via standalone Private Branch Exchange (PBX) or Direct Inward Dial (DID) Trunks, while digital connections are provided through Digital Switched T-1 Service.

In-Only Trunks - A One-Way trunk that only allows traffic from the XO switching equipment to be transmitted to the customer's PBX.

Out Only Trunks - A One-Way Trunk that only allows traffic originating in the customer's PBX to be transmitted to the XO switching equipment.

Two-Way Trunks - A Trunk which allows traffic to be transmitted from either the customer's PBX or the XO switching equipment.

In-Only with DID Trunk - A One-Way trunk equipped with Direct Inward Dialing Service that allows traffic from the XO switching equipment to be transmitted to the customer's PBX.

Two-Way with DID Trunk - A Trunk equipped with Direct Inward Dialing Service that allows traffic to be transmitted from either the customer's PBX or the XO switching equipment.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

Direct Inward Dialing (DID) Service - a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

(a) PBX Analog Trunks*

(C)

The PBX Analog Trunk provides a two-wire access loop from the customer premises to the serving central office. The transmission via this loop supports Clear Channel Capability where available. Call traffic in static Channels can be allocated for specific services, such as identified above.

*Effective December 17, 2008, this product will be available only to current customers at their current location.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

Direct Inward Dialing (DID) Service, (continued)

(b) Digital Switched T-1

Digital Switched T-1 service provides an intraexchange digital connection between the customers PBX (Private Branch Exchange) or Hybrid Key system and XO's Central office.

Each Digital Switched T-1 carries 24 channels over a standard digital transmission facility. The channels are used to carry circuit switched voice and data call traffic at channel signal rates of up to 64 Kbps per channel with a total of 1.544 Mbps dedicated bandwidth for each Digital Switched T-1 service. Channels can be allocated for specific services, such as Two Way Calling, Inbound or Outbound Calling, Direct Inward Dialing (DID) or Direct Outward Dialing. Digital Switched T-1 Service and/or its Features are provided subject to the availability and Service Capabilities of the Central Office Facilities. Customer must provide his or her own DTI (Digital Interface) Card. If Customer wishes to provision analog PBX trunk services, Customer must provide compatible digital to analog conversion equipment. All Channel Service Units (CSU's) are the responsibility of the Customer. Digital Switched T-1 service is not available for use by Commercial Mobile Radio Carriers, Private Mobile Radio Carriers or Interexchange Carriers, in the provision of service to their customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

Direct Inward Dialing (DID) Service, (continued)

(b) Digital Switched T-1, (continued)

Digital Switched T-1 service is provisioned as either a:

Full Digital Switched T-1 with a Digital Switched Facility
(Access Line) per T-1 and 24 channels or,

Fractional Switched T-1 with a Digital Switched Facility
(Access Line) per T-1 and individual channels (minimum of 10 channels) are available in basic (A T1 facility that is equipped with In-Only, Out-Only, or Two-Way trunks) or advanced (A T1 facility that is equipped with In-Only with DID or Two-Way with DID trunks)

(c) PBX Analog Trunk & Digital Switched T-1 Standard features:

Each PBX Analog Trunk & Digital Switched T-1 includes the following features at no additional charge.

Hunting:

Ascending Trunk Selection - Ascending Trunk Selection occurs when a switching unit selects from a Trunk Group the first available Trunk going from the first trunk of the trunk group, ascending to the last trunk of the Trunk Group. (example: hunting from the 1st trunk through last trunk on Trunk Group)

Descending Trunk Selection - Descending trunk selection occurs when a switching unit selects from a Trunk Group the first available Trunk going from the last trunk of the trunk group, descending to the first trunk of the Trunk Group. (example: hunting from last trunk of Trunk Group toward the 1st trunk of the Trunk Group).

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.4 Local Trunk, (cont'd.)****3.1.4.1 Business Trunks, (continued)****(c) PBX Analog Trunk & Digital Switched T-1 Standard features:**

Each PBX Analog Trunk & Digital Switched T-1 includes the following features at no additional charge.

Hunting:

Least Idle Trunk Selection ("LIDL") - LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Most Idle Trunk Selection ("MIDL") - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Alternative Call Routing:

Allows the customer to route calls to any service within the switch to handle calls in case of a disaster or for call overflow purposes. Typically a customer will route calls from one Trunk Group to another Trunk Group. Calls overflow to the Alternate Call Route when they encounter a busy condition. There are three types of busy conditions:

Overflow Call Processing - all trunks in the trunk group are busy.

System Busy - This busy condition is caused by network system problems, such as T1 Carrier being down or SS7 related problems.

Manual Busy - This condition is caused by the trunk group being manually taken down, typically to do maintenance on the customer side in the PBX or on the telecom side in the network switch.

Additional Features:

E911

One (1) Directory Listing

Touch-tone Capability

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(d) PBX Analog Trunk & Digital Switched T-1 Optional Features:

Calling Number Delivery
Sends the calling number to the customer.

Directory Assistance and Operator Services are available for an additional per call charge as outlined in Sections 4.2 and 4.3 of this Tariff.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(e) Rates and Charges:

Business Trunk Customers will be charged applicable Non-Recurring Charges (NRC'S), Monthly recurring Charges (MRC's) and Usage Charges, as specified below. Usage Charges are listed in Section 4.1.C of this Tariff. Additional Federal, State and Local taxes and Surcharges may also apply. Effective March 25, 2004, Two-Way w/DID PBX Trunks will no longer be available. Existing customers with this service will be grandfathered.

Monthly Recurring Charges:

	One Year Term	Two Year Term	Three Year Term
Analog PBX Trunks			
In-Only	\$11.87	\$10.82	\$10.82
Out-Only	\$11.87	\$10.82	\$10.82
Two Way	\$11.87	\$10.82	\$10.82
Two-Way w/DID	\$32.99	\$32.99	\$32.99
In-Only w/DID	\$11.87	\$10.82	\$10.82
Full Digital T1 Trunks *			
In-Only	\$589.00	\$553.00	\$553.00
Out-Only	\$589.00	\$553.00	\$553.00
Two Way	\$589.00	\$553.00	\$553.00
Two-Way w/DID	\$594.00	\$557.00	\$557.00
In-Only w/DID	\$589.00	\$553.00	\$553.00

*Pricing for Full Digital T1 Trunks is no longer available for customers signing up for service on or after March 25, 2004. Please see Page 141 for current pricing.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(e) Rates and Charges, (continued)

Monthly Recurring Charges, (continued)

	One Term	Year	Two Term	Year	Three Term	Year	
Fractional T1 Digital Trunks							(C)
<u>Basic:</u>	\$335.00		\$315.00		\$315.00		(I)
Per Channel							
DID	\$ 13.35		\$ 12.17		\$ 12.17		(I)
DOD	\$ 13.35		\$ 12.17		\$ 12.17		
Two-Way	\$ 13.35		\$ 12.17		\$ 12.17		(I)
							(C)
							(C)
							(C)
<u>Advanced:</u>	\$124.00		\$117.00		\$117.00		(I)
Per Channel							
In-Only w/DID	\$ 25.31		\$ 23.42		\$ 23.42		(I)
Two-Way e/DID	\$ 25.31		\$ 23.42		\$ 23.42		(I)
 DID Numbers							
Per Blocks of 20					\$ 6.75		(I)
Per Blocks of 100					\$ 30.38		(I)
 Optional Feature							
Calling Number Delivery, per Trunk Group					\$25.00		
Flat Rate Local Usage per T1					\$157.00		(C)

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(e) Rates and Charges, (continued)

Non-Recurring Charges

Analog PBX Trunks

In-Only	\$64.00
Out-Only	\$64.00
Two Way	\$64.00
In-Only w/DID	\$85.00
Two-Way w/DID	\$85.00

Full Digital T1 Trunks *

In-Only	\$1,917.00
Out-Only	\$1,917.00
Two Way	\$1,917.00
Two-Way w/DID	\$1,917.00
In-Only w/DID	\$1,917.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(e) Rates and Charges, (continued)
Non-Recurring Charges, (continued)

Fractional T1 Digital Trunks

Basic	\$387.00
Per Channel	
In-Only	\$64.00
Out-Only	\$64.00
Two-Way	\$64.00
Advanced	\$387.00
Per Channel	
In-Only w/DID	\$85.00
Two-Way w/DID	\$85.00
DID Numbers	
Per Blocks of 20	\$13.00
Per Blocks of 100	\$64.00
Optional Feature	
Calling Number Delivery, per Trunk Group	\$25.00

See Section 3.15 for Service Order Charges pricing.

Change Charge Trunk Group Configuration	\$50.00
Channel Reconfiguration (T1)	\$50.00

NOTE: Non-recurring account change charges will not apply during the initial 30-day period following completion of a service order.

Some material on this page was moved to Page 312.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.4 Local Trunk, (cont'd.)

3.1.4.1 Business Trunks, (continued)

(e) Rates and Charges, (continued)

Monthly Recurring Charges, (continued)

This pricing is available to customer who signs up for service on or after March 25, 2004.

	One Term	Year	Two Term	Year	Three Term	Year
Full Digital T1 Trunks						
In-Only	\$843.75		\$626.63		\$585.00	
Out-Only	\$843.75		\$626.63		\$585.00	
Two Way	\$843.75		\$626.63		\$585.00	
In-Only w/DID	\$843.75		\$626.63		\$585.00	
Two-Way w/DID	\$843.75		\$626.63		\$585.00	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.5 Digital Interface

Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic Lines or Direct Inward Dialing Trunks to the Customer's PBX or Key System.

Digital Interface Service will no longer be available to new customers who sign up for service after April 15, 2002. See Business Trunk Services offered under Section 3.1.4.1 for new service.

Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

- (a) **One-Way Outbound** - Provides the Customer with individual channels which are restricted to carry outbound traffic only.
- (b) **One-Way Inbound or Two-Way** - Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per line group.

Features - The following feature is available:
 Least Idle or Most Idle Line Selection

- (c) **Direct Inward Dialing (DID)** - Provides the customer with individual channels which can carry one-way inbound traffic. The number of digits to be out pulsed must be specified by the Customer.
- (d) **Digital Interface Rates and Charges**

Non-Recurring Charges

Digital Interface	\$590.00
Installation:	
Basic Local Line, per channel	\$ 65.00
Local Trunk - DID, per channel	\$ 65.00

See Section 3.15 for Service Order Charge Pricing.

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order. (C)

Some material on this page was moved to Page 312. (C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.5 Digital Interface, (cont'd.)

(d) Digital Interface Rates and Charges, (continued)

Monthly Recurring Charges

Digital Interface, per DSI	\$359.95	
Basic Local Line, per channel *	\$ 10.00	
Local Trunk - DID, per channel	\$ 10.00	
DID Number charge, per block of 20 numbers	\$ 6.75	(I)
DID Number Charge, per block of 100 numbers	\$ 30.38	(I)

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis

In addition to the above charges, applicable rates for usage will apply, as specified in Section 3.1.6.

* The channel charge is used in lieu of the per Basic Local Line or Local Trunk - DID charges specified in Sections 3.1.3 (c) of this tariff when service is delivered over a XO Digital Interface.

Digital Two-Way Trunk DS1 Product (Bundled with XO Long Distance)

DS1 Facility	\$352.75	
Philadelphia Local Calling Exchanges (Zones 1-4)	\$245.95	
Dialtone Package for DS1	\$97.20	
Digital Two-Way Trunk DID Capability		
Per Channel	\$16.00	
Full DS1	\$144.00	
Per Block of 20 DID numbers	\$6.75	(I)
Per Block of 100 DID numbers	\$30.38	(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.6 Usage Options

All Local Exchange Service Customers must order one of the following usage options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

- (a) **Per Message Rate** - The following rates will be applied on a per call basis, regardless of the duration of the call. Per message rates will apply for calls in excess of the amount included with XO PLUS service and Local Basic Trunk service. These rates apply in all Local Calling Area Exchanges.

Basic Local Line - Loop or Ground Start:

Per Call:

Day Rate	(Applies 8 A.M. to 10 P.M. Monday through Friday)	\$0.06	
Night Rate	(Applies 10 P.M. to 8 A.M. Monday through Friday and 10 P.M. Friday to 8 A.M. Monday)	\$0.024	(I)

Basic Local Packaged Line - Loop or Ground Start:

Per Call:

Day Rate	(Applies 8 A.M. to 10 P.M. Monday through Friday)	\$0.06	(I)
Night Rate	(Applies 10 P.M. to 8 A.M. Monday through Friday and 10 P.M. Friday to 8 A.M. Monday)	\$0.024	(I)

- (b) **Measured Usage Rate** - The following rate is a flat rate local calling service, billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent. These rates apply to Metropolitan Calling Area Exchanges identified in Section 3.1.2.

Per Minute		\$0.06	(I)
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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.7 Remote Call Forwarding Service**

Remote Call Forwarding (“RCF”) is a feature that allows a telephone number in one exchange (the RCF number) to automatically forward by telephone company equipment to a second telephone number in the same or different exchange. There is a minimum contract period of one month for this service. One RCF path is required for each simultaneous call that is forwarded. This service is not offered where the terminating number is a pay phone. Custom Calling features are not available. Call Forwarding and Remote Call Forwarding are not available on the terminating number. Customer must order sufficient facilities to handle calls.

(a) Non-recurring charges

Connection Charge, per path	\$17.90
-----------------------------	---------

(b) Recurring charges

Monthly Charges, per path	\$18.56
---------------------------	---------

(I)**(c) Usage Charges**

Applicable toll rates and surcharges apply per call and per line. Determination of rates is based on location of number and termination number.

Local calls will be billed at the customer’s choice of either the per minute or message rates specified in Sections 3.1.6 respectively of this tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.8 XO Centrex - The below XO Centrex Service will no longer be available to new customers who sign up for service after April 15, 2002. See New XO Centrex Services offered on Page 152.**

XO Centrex service provides the Customer with a single, voice-grade communications channel. Each circuit will include a telephone number.

(a) Standard Features - Each XO Centrex line is provided with the following standard features:

- Call Forward
- Call Forward - Variable, Busy, No Answer
- Call Hold
- Call Park
- Call Pickup
- Call Transfer
- Call Waiting
- Call Waiting - Cancel
- Conference / Six-Way
- Direct Inward Dialing, Direct Outward Dialing Capabilities
- Hunting
- Abbreviated Dialing
- Speed Call - Long List (30 Numbers)
- Caller ID Blocking (Allows user to block on a per call basis)
- Service Restrictions (900/976, Internal Only, Deny Toll, Deny International, LIDB Restrictions)

(b) Optional Features - A Customer may order these optional features at rates specified in Section 3.1.8 (e):

- Calling Number Delivery
- Calling Number with Name Delivery (Where Available)
- Caller ID Line Blocking (User can unblock on a per call basis)
- Distinctive Ringing
- Hot Line
- Multiple Appearance Directory Number (MADN)
- Music On Hold
- Night Service
- Number Portability
- Remote Access to Call Forward
- Uniform Call Distribution

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8 XO Centrex, (cont'd.)

- (c) **Centrex Rates, Unbundled** - Rates for this section are dependent upon the number of XO Centrex lines purchased and the term of the Customer's contract.

Non-Recurring Charge

Per Centrex line, ICB for > 200 lines \$35.00

Recurring Charges

Number of lines	1 Year	3 Years	5 Years
2 - 19	\$22.50	\$20.00	\$19.00
20 - 50	\$21.50	\$19.00	\$18.00
51 - 200	\$20.50	\$18.50	\$17.50
>200	ICB	ICB	ICB

- (d) **Centrex Rates, Bundled** - Customers that purchase XO Centrex in addition to XO long distance (See XO PA's intrastate Message Toll Tariff, P.U.C. No. 7) will be charged the following for their XO Centrex:

Non-Recurring Charge

Per Centrex line, ICB for > 200 lines \$35.00

Recurring Charges

Number of lines	1 Year	3 Years	5 Years
2 - 19	\$14.99	\$12.49	\$11.49
20 - 50	\$13.99	\$11.49	\$10.99
51 - 200	\$13.49	\$10.99	\$10.49
>200	ICB	ICB	ICB

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8 XO Centrex, (cont'd.)

(e) Rates for Optional Features:

Rates for this Section apply per Centrex line, unless otherwise noted.

Non-Recurring Charges

Calling Number Delivery	\$0.00
Calling Number Delivery with Name (Where Available)	\$0.00
Caller ID Line Blocking (Unblocks on a per call basis)	\$0.00
Distinctive Ringing	\$0.00
Hot Line	\$10.00
Music on Hold	\$0.00
Multiple Appearance Directory Number (MADN)	\$0.00
Night Service	\$0.00
Number Portability (per number)	\$4.00
Remote Access to Call Forward	\$0.00
Uniform Call Distribution	\$0.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8 XO Centrex, (cont'd.)

(e) Rates for Optional Features, (continued)

Recurring Charges

Calling Number Delivery	\$5.00
Calling Number Delivery with Name (Where Available)	\$6.00
Caller ID Line Blocking (Unblocks on a per call basis)	\$0.00
Distinctive Ringing	\$0.00
Hot Line	\$0.50
Music on Hold	\$0.00
Multiple Appearance Directory Number (MADN)	\$0.00
Night Service	\$0.00
Number Portability (per number)	\$1.50
Remote Access to Call Forward	\$6.00
Uniform Call Distribution (w/1 Queue Slot)	\$0.00

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8A XO Centrex, (cont'd.)

3.1.8A1 Centrex

Centrex is a business telephone system that is offered from the local Company central office. Centrex is a service that delivers a set of PBX-like features to individual desks with all lines linked in the Central Office to provide internal communications as well as access to the Public Switched Telephone Network (PSTN). Centrex Customers will be charged a Non-Recurring Charge, a Monthly Recurring Charge and Usage charges as specified below, as well as all applicable Federal, State and Local Taxes and Surcharges.

(a) Centrex includes the following standard attributes at no cost:

Touchtone
One White Pages Directory Listing
One Yellow Pages Directory Listing
911 Access
Caller ID Blocking- Per Call

Itemized Usage Billing by Extension

Station to Station Dialing

Blocking Restrictions- Centrex comes standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLATA, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.8A XO Centrex, (cont'd.)****3.1.8A1 Centrex, (continued)****(b) Centrex Product Features**

The list below indicates which features will be included in the Centrex offering and whether they will be Standard or Optional features. Customer can select Standard Features at no additional cost over and above the Centrex line Monthly Recurring Charge and Non-Recurring Charges. Additional Monthly Recurring Charges and Non-Recurring Charges incurred for all Optional features are listed below in this Section.

Standard Centrex Features

Call Forward Busy	Direct Inward/Direct Outward Dialing
Call Forward Don't Answer	Directed Call Pickup
Call Forward- Variable	Executive Busy Override
Call Forwarding of Call Waiting Calls	Executive Busy Override Exempt
Call Hold	Hunting
Call Pickup	Intercept
Call Transfer	Multiple Appearance of Directory Number (1
Call Waiting with Cancel Call Waiting	Ring Again
Call Waiting Display of Caller ID	Speed Calling 8 numbers
Caller ID- Number Only	Speed Calling 30 numbers
Conference Calling – Meet Me	Three Way Calling

Optional Analog Features

Assume Dial "9"
Automatic Line
Automatic Route Selection-Basic (NPA Screening Only)
Call Park
Caller ID Name and Number
Digital Facility Interface (IXC T-1 Access)
Remote Access to Call Forwarding
Simultaneous Ring (SimRing)

*Some Require Nortel Proprietary Electronic Business Set.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8A XO Centrex, (cont'd.)

3.1.8A1 Centrex, (continued)

(b) Centrex Product Features, (continued)

Electronic Business Set Standard Features*

Auto Answer Back
Automatic Line
Fast Transfer
Group Intercom
Primary Directory Number
Privacy Release

Electronic Business Set Optional Features*

Electronic Set Interface per PDN

*Some Require Nortel Proprietary Electronic Business Set.

Due to the scheduling of Network Turn Up and testing of Electronic Business Set features in all Company Switches, features listed below may not be available at time of Service Activation.

Auto Answer Back Privacy Release
Fast Transfer Electronic Set Interface per PDN
Group Intercom

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8A XO Centrex, (cont'd.)

3.1.8A1 Centrex, (continued)

- (c) **Centrex Rates and Charges** - Centrex Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

Monthly Recurring Charges

Number of Lines	One Year Term	Two Year Term	Three Year Term	
10-24 Centrex	\$20.97	\$19.43	\$17.88	(I) (I)
24-72 Centrex	\$19.73	\$18.19	\$16.64	
73-96 Centrex	\$18.50	\$17.26	\$16.02	
96+ Centrex	ICB	ICB	ICB	

Optional Features

Assume Dial "9"	\$3.00
Automatic Line	\$0.72
Automatic Route Selection-Basic (NPA Screening Only)	\$0.40
Call Park	\$0.00
Caller ID Name and Number	\$6.00
Electronic Set Interface per PDN	\$1.00
Digital Facility Interface (IXC T-1 Access)	\$255.00
Remote Access to Call Forwarding	\$1.00
Simultaneous Ring (SimRing)	\$3.00
Automatic Recall	\$3.00
Direct Station Selection / Busy Lamp	\$5.00
Primary Appearance of Software No.	\$7.00
Secondary Appearance of Software No.	\$7.00
Selective Call Acceptance	\$3.00
Selective Call Rejection	\$3.00
Add-On Module Interface, per module	\$1.00
Anonymous Call Rejection	\$3.00
Automatic Call Back	\$3.00
Selective Call Forwarding	\$3.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.8A XO Centrex, (cont'd.)

3.1.8A1 Centrex, (continued)

(c) Centrex Rates and Charges, (continued)

Non Recurring Charges

Per Centrex Line (10-96 Lines)	\$38.00
Per Centrex Line (96+ Lines)	ICB

Optional Features:

Assume Dial "9"	\$4.00
Automatic Line	\$13.00
Automatic Route Selection-Basic (NPA Screening Only)	\$0.00
Call Park	\$6.00
Caller ID Name and Number	\$13.00
Electronic Set Interface per PDN	\$5.00
Digital Facility Interface (IXC T-1 Access)	\$255.00
Remote Access to Call Forwarding	\$0.00
Simultaneous Ring (SimRing)	\$0.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.9 Integrated Services Digital Network (ISDN) *

* **This service will no longer be provided to new customers after April 19, 2001. Please refer to Section 3.1.15 for new service and rates.**

(a) Primary Rate Interface (PRI) Service - PRI provides the capability to:

- (1)** Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
- (2)** Allow B channels to be allocated for specific services, such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and Toll Free Service, or optionally configure channels to access multiple services on a per-call basis. All of the preceding services may be accessed on a Call-by-Call Service Selection basis.
- (3)** Allow the user to have access to the directory number of the calling party.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.9 Integrated Services Digital Network (ISDN), (cont'd.)**

(b) Conditions - This service is offered subject to the following conditions:

- (1)** PRI is only available from serving central offices equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- (2)** ISDN compatible terminal equipment is required for operation. It is the customer's responsibility to power and obtain such equipment.
- (3)** PRI service does not preclude customer from originating or receiving circuit-switched voice calls from inside or outside either their serving central office or their Local Exchange Area. Where facilities are available, customers will be able to originate and receive circuit-switched data calls outside of their serving central office.
- (4)** This tariff does not provide for the transmission of packet data on the B or D channels.
- (5)** Existing local usage or long distance rates apply to circuit-switched voice calls.
- (6)** Circuit-switched data calls will be billed on a local usage-sensitive basis as specified in this tariff. Toll and long distance charges will apply when circuit-switched data calls are made outside of the customer's local calling area.
- (7)** All PRI Arrangement configurations must have at least one 23B plus D PRI Arrangement for signaling and control functions. A 23B plus Back-up D PRI Arrangement is required whenever more than 47 B Channels are controlled by a single D channel.
- (8)** When more than one service is accessed over the same PRI arrangement, Call-by-Call Service may be required.
- (9)** Each PRI is equipped with one telephone number. Additional DID numbers may be ordered in blocks of 20.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.9 Integrated Services Digital Network (ISDN), (cont'd.)

(c) The following optional features are available with PRI:

- (1) **Back-up D Channel** - Automatically takes over for a failed D channel in case of trouble. This is purchased as part of a 23B plus Backup D PRI Arrangement.
- (2) **Call-by-Call Service Selection** - Provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to access multiple services on a per-call basis. With this optional feature, separate facilities are not needed for individual services such as DID, DOD, toll free service, and dial tone lines. The customer premises equipment signals the local serving central office as to what type of service to access for each call.

(d) **Application of Rates:**

- (1) Dial tone line functionality and calling line identification are included in the PRI Service rates and charges.
- (2) When DID numbers are ordered, a DID capability PRI charge applies for the each B channel dedicated for DID service or DID simulated facility group member over which the DID numbers are transmitted.
- (3) Customers accessing XO Message Toll Service, Long Distance or Toll Free Service via PRI are also subject to the rates and charges shown in those tariffs.
- (4) Hunting Service is included in the PRI rates.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.9 Integrated Services Digital Network (ISDN), (cont'd.)

(e) **Payment Options:**

A PRI customer may select a 1 year, 2 year, 3 year, or 5 year* contract. All PRI services and features at a given premise must be subscribed to the same payment option.

(f) **PRI Rates:**

(1) **Non-Recurring Charges (NRC):**

ISDN PRI Installation (Includes DS1)	\$1,190.00
Call by Call Service, per PRI	\$90.00
Change in D Channel Configuration	\$250.00

See Section 3.15 for Service Order Charge pricing

(2) **Monthly Recurring Charges (MRC):**

ISDN PRI – 1 Year Term	\$682.11	(D)
ISDN PRI – 2 Year Term	\$603.41	
ISDN PRI - 3 Year Term	\$564.05	(D)
ISDN PRI – 5 Year Term*	\$500.00	
Call by Call Service, per PRI (optional)	\$125.00	
DID Capability on PRI, per B Channel	\$16.00	
DID Numbers, per block of 20	\$5.00	

(3) **Options, MRC:**

“D” Channel Backup – 1 Year Term	\$682.11	(D)
“D” Channel Backup – 2 Year Term	\$603.41	
“D” Channel Backup – 3 Year Term	\$564.05	(D)
“D” Channel Backup – 5 Year Term*	\$550.00	

(4) **Usage Pricing:**

	Day Rate	Night Rate
Local Calling, Voice only, per call	\$0.06	\$0.024
Data and /or Voice, per minute	\$0.06	\$0.024

Flat Rate Local Usage, per PRI (MRC)	\$157.00	(C)
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* As of April 1, 2006, these terms will not be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.9 Integrated Services Digital Network (ISDN), (cont'd.)

(f) PRI Rates, (continued)

(5) Local Calling Packages

Customers must commit to a monthly amount of usage. The customer is billed a monthly recurring charge for a maximum amount of usage. Any usage over and above the committed amount is billed at an incremental, per minute of use charge as noted below.

Package Usage, Per Month	Day Rates	Night Rates
250 Hours (15,000 Minutes)	\$400.00	Included in MRC
500 Hours (30,000 Minutes)	\$600.00	Included in MRC
1000 Hours (60,000 Minutes)	\$800.00	Included in MRC
Unlimited Usage	N/A	N/A
Each minute that exceeds the allowance per month	\$0.06	\$0.024

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.10 Special Access Services

Special Access Service is a dedicated local line/loop from a customer to a long distance company, internet service provider, or other provider of telecommunication services. Special Access is also used in conjunction with XO's Private Line Service found in its Message Toll Services Tariff at Section 3.8.

For the purposes of calculations of the rates below, the following is applicable:

On-Net to On-Net - only one termination channel charge.

On-Net to Off-Net - two channel terminations, one fixed mileage and an appropriate number of variable miles.

Off-Net to Off-Net - review on an individual cases basis for technical purposes. Two channel terminations, one fixed mileage and an appropriate number of variable miles would be charged.

(a) DS-1 Rates

Monthly Recurring Charges

Channel Termination	\$169.00
Channel Mileage	
Fixed	\$57.00
Per Mile	\$17.00
Over Five (5) Miles	ICB

Optional Features	
Multiplexing, DS-1 to DS0	ICB

Non Recurring Charges

Installation	\$399.00
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Optional Features

Multiplexing, DS-1 to DS0	ICB
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 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.10 Special Access Services, (cont'd.)

(b) DS-3 Rates

Monthly Recurring Charges

Channel Termination	\$2,756.00
Channel Mileage	
Fixed	\$786.00
Per Mile	\$158.00
Over Five (5) Miles	ICB

Optional Features

Multiplexing, DS-1 to DS0	ICB
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Non Recurring Charges

Installation	\$1,000.00
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Optional Features

Multiplexing, DS-1 to DS0	ICB
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Customers signing contracts for terms of two (2) or three (3) years will receive a discount of five percent (5%) and ten percent (10%) respectively on the Monthly Channel Termination Charges above.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.11 XO Integrated Access Service**

This service offering will no longer be available to customers who sign up for service after January 19, 2003. See Section 3.1.20 for XO Integrated Access Service II.

XO Integrated Access Service is a bundled service offering that requires the Customer to purchase, at the same customer location, local exchange service, message toll service and Internet services from the Company. The standard configuration involves having a single DS-1 to the Customer's premises. The Customer must purchase a minimum of ten (10) local exchange lines or channels, and at a minimum, enter a one (1) year service order agreement. The Non-Recurring and Monthly Recurring charges are specified below.

(a) Standard Features

XO Integrated Access Service includes the following standard features at no additional charge: Call Forward Variable, Call Forward Busy, Call Forward No Answer, Speed Calling, Call Waiting, Touchtone, and 3 Way Calling.

(b) Non-Recurring Charges

For initial installation of XO Integrated Access Service over a single DS-1, Customers will pay a non-recurring installation charge specified below. Installation charges for those Customers that purchase more than a DS-1 worth of capacity will be done on an Individual Case Basis (ICB). If a customer chooses to add additional local exchange lines or channels after installation of the initial service, the Company's regular non-recurring installation charges for local exchange service, as specified in 3.1 will apply.

Single DS1	\$999.00
Capacity Exceeding DS1	ICB

(c) Monthly Recurring Charges

Basic Line, per line	\$14.36
For Phila Zone 1-4	\$10.35
Per Channel:	
DID	\$35.10
DOD	\$14.36
Two-way Channels	\$14.36

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.11 XO Integrated Access Service, (cont'd.)

(d) Usage Charges

Customers will receive intraLATA and interLATA intrastate service under the Gold and Platinum Service offering listed in Company's Message Toll Services Tariff PA P.U.C. No. 7, and interstate service under the Integrated Access Service offering listed in Company's Federal Message Toll Service Tariff. Customers will receive the following local usage charges:

	Day	Night
Local PA and Zone 1 Philadelphia, (Per Call)	\$0.054	\$0.022
From Zone 1 Philadelphia to Zones, 2-6 (Per Minute, 6 Second Increments)	\$0.054	\$0.054

(e) Enhanced Integrated Feature

XO Integrated Access Service Customer's can order the Enhanced Integrated Feature, as an option, at the monthly recurring rate of \$6.95.

Enhanced Features - The following features are included in the Enhanced Integrated Feature Package: Abbreviated Dialing (3 or 4 digit), Call Hold, Call Pickup, Call Transfer, Voice Mail*, Message Waiting*.

(C)

* Services not regulated under this tariff.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.12 Inbound PRI**

Inbound PRI is a high inbound only Primary Rate Interface ISDN service. This service is available to Internet Service Providers and Application Service Providers. Inbound PRI is a DS-1 level service that provides trunk-side access from a customer's premise to the local XO central office. Service will be delivered to the customer premise on a digital basis only. The customer may elect to convert the digital signal to analog using customer provided channel banks at their own discretion, but XO will not provide this as part of the service.

Inbound PRI is a dedicated inbound-only service that can not be used to originate or terminate domestic long distance switched calls and is designed to support high inbound call volumes. Rates are offered under two pricing plans described in Section 3.1.12 (a) below. Pricing is based on whether the Customer service location is On-Net or Off-Net. For purposes of this offering, On-Net service shall mean service to the Customer service location is provided entirely by XO over its own fiber or wireless facilities, or when Customer is collocated with XO. Off-Net service shall mean service to the Customer service location is not provided entirely by XO over its own fiber or wireless facilities. Instead, service to the Customer service location is provided through the use, purchase or lease of the facilities of another local access provider other than XO, including the use of unbundled network elements or Type II facilities. A minimum one year term commitment is required with this service offering.

Customer and XO, agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters XO's ability to offer the current contract rate, upon 30 days written notification to Customer, XO may migrate the Customer to the Off-Net Price Plan for remainder of Customer's term commitment. If XO chooses to migrate customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to XO after receipt of the XO migration notice.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.12 Inbound PRI, (cont'd.)

(a) Rates

With each Monthly Recurring Charge (MRC) Customer is provided with only one number for one rate center. Customer can receive up to two rate centers at no additional MRC. Rate centers are ILEC defined rate centers in each state. Additional rate centers, but no more than five, can be purchased for MRC of \$20.00 per rate center. Additional blocks of twenty (20) DID numbers will be available at a MRC of \$3.50.

Price Plan Option #1 This option is no longer available after September 5, 2002. - Only available to On-Net Customers.

	1 Year	2 Years	3 Years
Monthly Recurring Charge	\$615.00	\$584.25	\$553.50
Non-Recurring Charge	\$1,000.00	\$1,000.00	\$1,000.00

Price Plan Option #2 - Available to Off-Net Customers.

	1 Year	2 Years	3 Years
Monthly Recurring Charge	\$2000.00	\$1,900.00	\$1,800.00
Non-Recurring Charge	\$1,000.00	\$1,000.00	\$1,000.00

Price Plan Option #3 - Available to On-Net Customers on or after September 5, 2002.

	1 Year	2 Years	3 Years
Monthly Recurring Charge	\$475.00	\$451.25	\$427.50
Non-Recurring Charge	\$1,000.00	\$1,000.00	\$1,000.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.12 Inbound PRI, (cont'd.)

(b) Discount Schedule

Customers are eligible for discounts based on revenue levels as shown below. The monthly revenue level is Customer's total monthly telecommunications expenses provided to Company for all services excluding taxes and surcharges, non-recurring charges, some hosting services and equipment and DIA usage. The discount will be applied monthly in the form of a credit off the bottom line of the Customer's bill. The amount of the discount may vary month to month.

Discount Schedule based on monthly usage:

Monthly Usage Level	Discount Percentage
\$0 – 5,000	0%
\$5,000.01 – 25,000	10%
\$25,000.01 – 100,000	15%
\$100,000.01 – 300,000	20%
\$300,000.01+	25%

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

The XOption Service Offering is a bundled service that includes XO local exchange, inbound and outbound domestic long distance and DSL or Dedicated Internet Access services provided at the same customer location. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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

Under the XOption Service Offering the Customer selects and receives service under one of the XOption listed in Sections 3.1.13.1 through 3.1.13.13 below. Each XOption includes the Standard Feature Package as defined in Section 3.1.13.14, at no additional cost. Additional voice features beyond the Standard Feature Package are available at tariffed rates. The Monthly Recurring Charge for each XOption includes the specified amount of monthly minutes of use for local exchange and inbound and outbound domestic long distance service and the Standard Feature Package. The specified monthly minutes of use does not include International usage.

Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one year term agreement for both voice and Internet services in order to be eligible for the XOption Service Offering.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.1 XOption #1

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #1, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" = 10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/ 6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 957.38	(I) (I)
	B=\$ 1,153.13	
	C=\$ 1,350.00	
	D=\$ 2,586.38	
Non-Recurring Charge	\$800.00	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.2 XOption #2

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #2, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, "C" = 10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,201.50
	B=\$1,332.00
	C=\$1,527.75
	D=\$2,714.63
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.3 XOption #3

To receive service under XOption #3, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: “A” = 4,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,237.50
	B=\$1,433.25
	C=\$1,629.00
	D=\$2,866.50
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.4 XOption #4

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #4, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,477.13
	B=\$1,606.50
	C=\$1,803.38
	D=\$2,990.25
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.5 XOption #5

To receive service under XOption #5, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and Dedicated Internet Access. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,182.50
	B=\$2,423.25
	C=\$2,623.50
	D=\$3,525.75
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.6 XOption #6

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #6, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and Dedicated Internet Access. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, and "C" =10,000 minutes, and "D" = 25,000 minutes.

The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,439.00
	B=\$2,616.75
	C=\$2,817.00
	D=\$3,611.25
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.7 XOption #7

To receive service under XOption #7, the Customer must order a DS-1 access facility for voice and Internet delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,335.38
	B=\$1,519.88
	C=\$1,704.38
	D=\$2,883.38
Non-Recurring Charge	\$999.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.8 XOption #8

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

The XOption #8, is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This Option consists of one voice line per user, or a minimum of ten lines, and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, and "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$59.00	B=\$69.00	C=\$79.00	D=\$142.00
Non-Recurring Charge				
Per User	A=\$59.00	B=\$69.00	C=\$79.00	D=\$142.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.9 XOption #9

XOption #9, is a per user network service that requires a minimum of 30 (thirty) users accessing the same network. This Option consists of one voice line per user, or a minimum of 30 lines, and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" = 10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$20.00	B=\$23.00	C=\$27.00	D=\$48.00
Non-Recurring Charge				
Per User	A=\$20.00	B=\$23.00	C=\$27.00	D=\$48.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.10 XOption #10

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

XOption #10, is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This Option consists of one voice line per user, or a minimum of ten lines, and Dedicated Internet Access. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$112.00	B=\$122.00	C=\$132.00	D=\$183.00
Non-Recurring Charge				
Per User	A=\$112.00	B=\$122.00	C=\$132.00	D=\$183.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.11 XOption #11

XOption #11, is a per network user service that requires a minimum of 30 (thirty) users accessing the same network. This Option consists of one voice line per user, or a minimum of thirty lines, and Dedicated Internet Access. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$37.00	B=\$40.00	C=\$44.00	D=\$61.00
Non-Recurring Charge				
Per User	A=\$37.00	B=\$40.00	C=\$44.00	D=\$61.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.12 XOption #12

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #12, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) basic Business local exchange lines or trunks and DSL service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,007.00
	B=\$2,989.13
	C=\$4,623.75
	D=\$6,513.75
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.13 XOption #13

To receive service under XOption #13, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) basic Business local exchange lines or trunks and Dedicated Internet Access. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: “A” = 10,000 minutes, “B” = 25,000 minutes, “C” =50,000 minutes, and “D” 75,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company’s Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$2,909.25
	B=\$3,835.13
	C=\$5,376.38
	D=\$6,823.13
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.14 XOption #14

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #14, the Customer must order a Primary Rate Interface (PRI) for voice along with Digital Subscriber Line service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A= \$2,401.88
	B= \$3,384.00
	C= \$5,019.75
	D=\$6,909.75
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.15 XOption #15

To receive service under XOption #15, the Customer must order a Primary Rate Interface (PRI) for voice along with Dedicated Internet Access service. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A= \$3,269.25
	B= \$4,195.13
	C= \$5,736.38
	D=\$7,126.88
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.16 XOption #16

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

To receive service under XOption #16, the Customer must order a PRI access facility for voice and Internet delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. Customer must choose from one of the three options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes and "D" = 25,000 minutes. The domestic long distance usage above A, B, C, or D will be billed at rates set forth in XO Pennsylvania, Inc.'s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=	\$1,785.38
	B=	\$1,969.88
	C=	\$2,157.38
	D=	\$3,333.38
Non-Recurring Charge		\$999.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.17 XOption M

To receive service under XOption M, the Customer must order a XOption package at no fewer than five locations, with at least one location receiving one of the XOption 1-16. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in Company's Message Toll Service tariff for intrastate use or pursuant to the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. Each XOption M includes a choice of 6,000 minutes/2,000 messages of local exchange calling per month. Additional local exchange calling above the monthly messages will be billed at \$.02 per minute in sixty-second increments, or \$.05 per message dependent on the plan chosen. International usage will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$750.00
Non-Recurring Charge	\$700 00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.13 XOPTION Service Offering. (cont'd.)

3.1.13.18 XOption MLP

This service offering will no longer be available to customers who sign up for service after April 15, 2002. See Section 3.1.14 for Premium XOption Service Offering.

Customers ordering XOption 1-16 at no fewer than five locations are eligible for XOption MLP. MLP is a 5% discount off the monthly recurring charge of all XOption packages 1-16. XOption M is not eligible for the discount and does not contribute to the total of five necessary locations to receive the MLP discount.

3.1.13.19 Standard Feature Package

All XOption options include the following standard features at no additional charge.

- Voicemail w/Message Waiting*
- Call Forwarding
- 3 Way Calling
- Speed Dial
- Abbreviated Dialing
- Call Hold
- Call Pickup
- Call Transfer
- Hunting

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3.1.13.20 Term Discounts

XOption customers who choose one of the following term commitments that is greater than one year will receive a discount. The discount is applied to the XOption Monthly Recurring charge, and the 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

* Services not regulated under this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering

This service offering will no longer be available to customers who sign up for service after January 19, 2003. See Section 3.1.20 for Deluxe XOption Service Offering.

The Premium XOption Service Offering is a bundled service that includes XO local exchange, inbound and outbound domestic long distance and DSL* or Dedicated Internet Access* services provided at the same customer location. Premium XOption also include shared hosting services. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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

Under the Premium XOption Service Offering the Customer selects and receives service under one of the Premium XOption listed in the sections below. Each Premium XOption includes the Standard Feature Package as defined below, at no additional cost. Additional voice features beyond the Standard Feature Package are available at tariffed rates. The Monthly Recurring Charge for each Premium XOption includes the specified amount of monthly minutes of use (or messages) for local exchange and inbound and outbound domestic long distance service and the Standard Feature Package. The specified monthly minutes of use does not include International usage.

Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one year term agreement for both voice and Internet services in order to be eligible for the Premium XOption Service Offering.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering

3.1.14.1 Premium XOption #1

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 4,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,019.25
	B=\$1,215.00
	C=\$1,411.88
	D=\$2,648.25
Non-Recurring Charge	\$800.00

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*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.2 Premium XOption #2

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 5,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/ 4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,263.38
	B=\$1,379.25
	C=\$1,589.63
	D=\$2,776.50
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.3 Premium XOption #3

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 4,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,299.38
	B=\$1,495.13
	C=\$1,690.88
	D=\$2,928.38
Non-Recurring Charge	\$800.00

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*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.4 Premium XOption #4

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 5,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,539.00
	B=\$1,668.38
	C=\$1,865.25
	D=\$3,052.13
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.5 Premium XOption #5

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 4,000 minutes, “B” = 7,000 minutes, “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$1,884.38
	B=\$2,125.13
	C=\$2,325.38
	D=\$3,587.63
Non-Recurring Charge	\$1,800.00

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*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.6 Premium XOption #6

To receive service under this XOption, the Customer must order a minimum of 14(fourteen) but no more than 18 (eighteen) basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 5,000 minutes, “B” = 7,000 minutes, and “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$2,079.00
	B=\$2,256.75
	C=\$2,457.00
	D=\$3,673.13
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.7 Premium XOption #7

To receive service under this XOption, the Customer must order a DS-1 access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the four options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,397.25	(I) (I)
	B=\$1,581.75	
	C=\$1,766.25	
	D=\$2,945.25	
Non-Recurring Charge	\$999.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.8 Premium XOption #8

This XOption is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This XOption consists of one voice line per user, or a minimum of ten lines, and DSL service*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 4,000 minutes, “B” = 7,000 minutes, and “C” =10,000 minutes, and “D” = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge				
Per User	A=\$63.00	B=\$73.00	C=\$83.00	D=\$146.00
Non-Recurring Charge				
Per User	A=\$63.00	B=\$73.00	C=\$83.00	D=\$146.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.9 Premium XOption #9

This XOption is a per user network service that requires a minimum of 30 (thirty) users accessing the same network. This XOption consists of one voice line per user, or a minimum of 30 lines, and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$22.00	B=\$25.00	C=\$29.00	D=\$50.00
Non-Recurring Charge				
Per User	A=\$22.00	B=\$25.00	C=\$29.00	D=\$50.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.10 Premium XOption #10

This XOption is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This XOption consists of one voice line per user, or a minimum of ten lines, and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$104.00	B=\$114.00	C=\$124.00	D=\$187.00
Non-Recurring Charge				
Per User	A=\$104.00	B=\$114.00	C=\$124.00	D=\$187.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.11 Premium XOption #11

This XOption is a per network user service that requires a minimum of 30 (thirty) users accessing the same network. This XOption consists of one voice line per user, or a minimum of thirty lines, and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge				
Per User	A=\$35.00	B=\$38.00	C=\$42.00	D=\$63.00
Non-Recurring Charge				
Per User	A=\$35.00	B=\$38.00	C=\$42.00	D=\$63.00

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.12 Premium XOption #12

To receive service under this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,068.88	(I) (I)
	B=\$3,051.00	
	C=\$4,685.63	
	D=\$6,575.63	
Non-Recurring Charge	\$800.00	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.13 Premium XOption #13

To receive service this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A” = 10,000 minutes, “B” = 25,000 minutes, “C” =50,000 minutes, and “D” 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company’s Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company’s Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A=\$2,622.38	(I) — (I)
	B=\$3,548.25	
	C=\$5,089.50	
	D=\$6,885.00	
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.14 Premium XOption #14

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,463.75	(I) (I)
	B=\$3,445.88	
	C=\$5,081.63	
	D=\$6,971.63	
Non-Recurring Charge	\$800.00	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.15 Premium XOption #15

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with Dedicated Internet Access service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$2,926.13	(I) (I)
	B=\$3,852.00	
	C=\$5,393.25	
	D=\$7,188.75	
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.16 Premium XOption #16

To receive service under this XOption, the Customer must order a PRI access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,847.25	(I) (I)
	B=\$2,031.75	
	C=\$2,216.25	
	D=\$3,395.25	
Non-Recurring Charge	\$999.00	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.17 XOption M - Satellite Office Solutions

To receive service under this XOption, the Customer must order a XOption package at no fewer than five locations, with at least one location receiving one of the Premium XOption 1-16. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in Company's Message Toll Service tariff for intrastate use or pursuant to the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. Each XOption M includes a choice of 6,000 minutes/2,000 messages of local exchange calling per month. Additional local exchange calling above the monthly messages will be billed at \$.02 per minute in sixty-second increments, or \$.05 per message dependent on the plan chosen. International usage will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$750.00
Non Recurring Charge	\$700.00

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.14 Premium XOPTION Service Offering, (cont'd.)

3.1.14.18 XOption MLP

Customers ordering XOption 1-16 at no fewer than five locations are eligible for XOption MLP. MLP is a 5% discount off the monthly recurring charge of all XOption packages 1-16. XOption M is not eligible for the discount and does not contribute to the total of five necessary locations to receive the MLP discount.

(a) Standard Feature Package:

All XOption include the following standard features at no additional charge.

- Voicemail w/Message Waiting*
- Call Forwarding
- 3 Way Calling
- Speed Dial
- Abbreviated Dialing
- Call Hold
- Call Pickup
- Call Transfer
- Caller ID
- Hunting

(C)

(b) Term Discounts:

XOption customers who choose one of the following term commitments that is greater than one year will receive a discount. The discount is applied to the XOption Monthly Recurring charge, and the 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

* Services not regulated under this tariff.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.15 Multiple Service Discount**

3.1.15.1 Multiple Service #1 is available to current or new XO Business Customers meeting the criteria listed below. Customer will receive a 10% discount off the combined total amount of the Monthly Recurring and Local Usage charges for their XO local exchange service, local calling features, and XO 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 10% 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; other promotions; Individual Case Basis (ICB) contracts, or any off tariff pricing. To be eligible, Customer must meet the following criteria:

- (1) Customer must subscribe to XO local exchange service ("Voice Service"). The Local Exchange Voice requirement is a minimum of 48 lines or trunks (or 2 T-1 equivalents), but no more than 144 lines or trunks (or 6 T-1 equivalents).
- (2) Customer must subscribe to a XO DSL or XO Dedicated Internet Access service ("Data Service");
- (3) New XO Customers must commit to a term of service for the XO Voice Service and Data Service for a 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 Voice Service listed in 1 above, but in no case shall the commitment be less than one (1) year;
- (4) All Voice and Data Services must be provided the same customer location;
- (5) Current Customers' XO account must be current as of the date of Installation and no outstanding balance past due; and 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.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.15 Multiple Service Discount, (cont'd.)

- 3.1.15.2** Multiple Service #2 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, 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: (C)
- (1) Customers must subscribe to XO local exchange and long distance ("Voice Service"). The Local Exchange Voice service requirement is a minimum 48 lines or trunks (or 2 T-1 equivalent) but no more than 144 lines or trunks (or 6 T-1 equivalent). (C)
 - (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 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.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description**

Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) is furnished for the digital transmission of information at 64Kbps between the Company's serving wire center and ISDN-compatible terminal equipment located at the customer's premises or other service point. The service consists of a minimum of 23 B (bearer channels) and 1 D (data channel) to provide the Customer with the capabilities of simultaneous access transmission and switching of voice and data services over channelized transport. In addition, ISDN PRI provides the customer with service capabilities and features described in this tariff.

3.1.16.1 Conditions - This service is offered subject to the following conditions:

- (a) PRI is only available from a serving central office (CO) equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- (b) ISDN compatible terminal equipment is required for operation. It is customer's responsibility to power and obtain such equipment.
- (c) PRI service does not preclude customer from originating or receiving circuit-switched voice calls from inside or outside either their serving CO or their Local Exchange Area. Where facilities are available, customers will be able to originate and receive circuit-switched data calls outside of their serving CO.
- (d) PRI service does not provide for the transmission of packet data.
- (e) Local and long distance usage is not included in the Monthly Recurring Charge (MRC) or Non-recurring Charge (NRC) and is billed at the applicable tariffed rates.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)

3.1.16.1 Conditions, (continued)

- (f)** All PRI Service must have at least one 23 B, plus 1 D PRI arrangement for signaling and control functions. A 23 B plus Back-up D PRI arrangement is required whenever more than 47 B Channels are controlled by a single D channel.
- (g)** Each PRI is equipped with one telephone number. For Direct Inward Dial (DID) service, additional telephone numbers may be ordered in blocks of 20.
- (h)** Clear Channel is available when all Carrier Equipment and customer equipment signaling is set to B&ZS. (See Service Components for definition.)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service, (Cont'd.)

3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)

3.1.16.2 Service Components - The following Service Components are included in the MRC when ordering ISDN PRI:

- (a) **Primary Rate Access Line** - Provides a four-wire access loop from the customer premise to the serving CO. The transmission via this loop supports Clear Channel Capability.
- (b) **Primary Rate Interface** - Provides the multiplexing to support up to 23 B Channels at 64 Kbps and 1 D Channel for signaling at 64 Kbps. With Non-Facilities Associated Signaling, the primary rate interface can provide up to 24 B Channels at 64 Kbps.
- (c) **Primary Rate Channels** - Provides unlimited usage of the channel that will transport voice or data up to 64 Kbps over any B Channel.
 - (1) Voice Calls may be completed to both ISDN and non-ISDN lines.
 - (2) Data Transmission on the B Channels will be circuit-switched at 64 Kbps within the switch and between compatible CO's. ISDN interconnection to non-ISDN equipped CO's may be potentially subjected to analog transmission or sub-rated to 56Kbps.
 - (3) B Channels can be allocated for specific services, such as DID, Direct Outward Dialing (DOD), Two-Way Trunk, Dedicated Inbound and Outbound Long Distance, or customer can optionally configure channels to access multiple services on a per-call basis.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 Local Exchange Service, (Cont'd.)****3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)**

3.1.16.3 Primary Rate Channel Configurations - Customers may order any one of the following three service configurations when ordering ISDN. However, the first PRI Access Line purchased must be the Standard Channel Configuration. A customer requiring additional ISDN PRI Access Lines may choose the 24 B channels with Non Facilities Associated Signaling or 23B with a Backup D Channel configuration.

- (a) **Standard Channel Configuration** - Provides 23 B Channels at 64 Kbps and 1 primary D Channel at 64 Kbps. The B channels carry digitized customer traffic, voice and/or data. The primary D Channel is out of band signaling used to control and route all B Channel traffic on a single ISDN PRI service arrangement.
- (b) **Full Channel Configuration** - Provides additional 24 B Channels at 64 Kbps. Only available in conjunction with a Standard channel configuration.
- (c) **Backup Channel Configuration** - Provides additional 23 B Channels at 64 Kbps and 1 Backup D Channel at 64 Kbps. The Backup D Channel controls and routes all the B channel traffic of a single ISDN PRI service arrangement should the primary D Channel go out of service. This option is only available in conjunction with a Standard service configuration.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Local Exchange Service, (Cont'd.)****3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)**

3.1.16.4 Standard Service Features - The following Standard Service Features are included in the MRC when ordering any one of the Primary Rate Channel Configurations, unless otherwise stated. Additional features and services are available to customer at the applicable rates found in this tariff.

- (a) **Call-by-Call Service** - Provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to:
- * Access multiple services on a per-call basis. Separate facilities are not needed for individual services such as DID, DOD, dedicated inbound and outbound long distance, and dial tone lines.
 - * Access the circuit-switched voice and data services to share B channels and arrange them as a single trunk group. Allows incoming and outgoing circuit-switched voice and data calls to utilize B channels on a call by call basis.
 - * Allow Customer to subscribe to more services than channels. The CPE signals the local CO to which type of service to access for each call; inbound/outbound trunk or dedicated long distance service.
- (b) **Calling Line Identification Delivery (CLID)** - Customer receives the originating telephone number provided the information is forwarded by caller's Local Exchange and/or Long Distance Carrier. Incoming call identification is provided via the D channel associated with the incoming calls on a B channel to a PBX.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Local Exchange Service, (Cont'd.)****3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)****3.1.16.4 Standard Service Features, (continued)**

- (c) **Calling Line Identification Delivery Blocking** - Customer's telephone number(s) will not be forwarded to the called party.
- (d) **Clear Channel Capability** - Clear Channel is only available where technically feasible. The B Channels on ISDN PRI are clear. All signaling and control functions are handled by the D Channel allowing 64Kbps on each channel to be used for customer information.
- (e) **Non-Facility Control Signaling (NFAS)** - Provides capability for a single D Channel to provide signaling and control for one or more ISDN PRI line, up to a maximum of five. Following the 23B+D Channel, the 24th Channel on the subsequent ISDN PRI line is made available for customer use. When purchasing more than three ISDN PRI lines, a backup D Channel is recommended.
- (f) **D Channel Backup** - Provides backup for the primary D channel for a customer with multiple PRI lines by automatically switching signaling capability over to another D channel if service to the primary D channel is interrupted.
- (g) **Digital Voice Transmission** - All voice calls are transmitted using digital signaling.
- (h) **Direct Inward Dial (DID) Signaling** - Permits incoming dialed calls from the exchange network to reach a specific number served by the CPE without the assistance of an attendant. Provides call identification based on digits sent to the CPE by the CO.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Local Exchange Service, (Cont'd.)****3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)****3.1.16.4 Standard Service Features, (continued)**

- (i) **PBX Station ID Capability** - Permits the station users number (calling party) to be transmitted over the ISDN PRI D channel from DID equipped CPE PBX's that use ISDN PRI. Number is provided by the originating station and must have an associated DID telephone number working in the CO.
- (j) **Network Ring Again** - Permits a calling station encountering a busy to notify the CO switch to signal the calling station when the called station becomes idle. The calling station then notifies the switch to complete the call. Enables the customer to complete calls to a busy station without continuous redialing. Certain equipment restrictions may apply.
- (k) **Message Waiting Indication** - Allows Utility network to pass Message Waiting Indication information between multiple entities within a PRI network serving arrangement. Requires suitably equipped ISDN switching and terminal equipment.

3.1.16.5 Optional Service Features:

- (a) **2B Channel Transfer** - 2B Channel Transfer allows for the transfer of calls, the B channels are released immediately after a call is transferred, freeing up the B channels for additional call traffic. In a traditional PBX trunk environment, the two channels would be tied up for the duration of the call.
- (b) **Calling Name Delivery** - Delivers the name along with the number from the TCAP network database of the calling party. A private or unavailable indication will appear when the name is not available to the called customer.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)

3.1.16.6 Application of Rates - Customers will be charged for each ISDN PRI configuration ordered at the rates set forth below. ISDN PRI service is available in a 1, 2, or 3 Year Term Plan. Rates vary depending on Term Plan. The Service Components and Standard Service Features listed above are included in the MRC. Local and Long Distance usage is not included in the MRC and billed at the applicable tariffed rates.

(a) ISDN PRI Non-Recurring Charge (NRC):

1 Year Term	\$1,280.00
2 Year Term	\$1,280.00
3 Year Term	\$1,280.00
2B Channel Transfer, per PRI Span	\$100.00
Calling Name Delivery (per PRI Span)	\$100.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.16 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service Description, (cont'd.)

3.1.16.6 Application of Rates - Customers will be charged for each ISDN PRI

(b) ISDN PRI Monthly Recurring Charges (MRC):

1 Year Term	\$635.00
2 Year Term	\$625.00
3 Year Term	\$615.00
2B Channel Transfer, (per PRI Span)	\$75.00
Calling Name Delivery (per PRI Span)	\$75.00

The above pricing will no longer be available for Customers signing up for service on or after September 8, 2003. See below for pricing.

Customer s signing up for service on or after September 8, 2003 will receive the following rates.

ISDN PRI Monthly Recurring Charges (MRC):

1 Year Term	\$682.11	(I)
2 Year Term	\$603.41	
3 Year Term	\$564.05	(I)
2B Channel Transfer, (per PRI Span)	\$75.00	
Calling Name Delivery, (per PRI Span)	\$84.38	(I)

(c) ISDN PRI Change Charge \$50.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.17 Local Volume Discount Plan

Local Volume Discount Plan is a discount plan based upon XO's currently offered Local Services. Two plans are available, as outlined below. Customer must choose one plan upon execution of their service agreement.

3.1.17.1 Restrictions:

The offer is available to New and Existing Customers who sign a minimum two (2) year commitment for XO's Local service offerings.

- a) The following services are not included in discount, but are included in revenue commitment: XOption, ISDN-BRI, Inbound PRI, Integrated Access, FX and Tie Lines, Gateway traffic, residential service, operator services, resold services, Carrier Local Term, DAL IntraLATA usage, Labor, and Non-Recurring Charges. All other products and usage types are included in the revenue commitment.
- b) This offer applies only to those products currently available.
- c) Customers located in an area where the Company is collocated in the ILEC wire center servicing the Customer are eligible for this offering. Other Customers may be eligible depending upon their service configuration.
- d) All other commitments and/or restrictions, including early termination fees, associated with the applicable local product(s) apply.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.17 Local Volume Discount Plan, (cont'd.)

3.1.17.2 Pricing - Two Price plans are available. Customers must choose one of the following plans when they sign their service contract.

- 1) **Aggregate Revenue Plan** - Customers who chose XO's Aggregate Revenue plan will receive discounts off their monthly Local MRC's and local usage, based upon the actual amount of revenue billed per month. The amount of the discount may vary month to month.

Monthly Revenue	Discount
\$20,000-49,999	10%
\$50,000-124,999	15%
\$125,000-199,999	20%
Greater than \$200,000	25%

- 2) **Aggregate Commitment Plan** - Customers who choose XO's Aggregate Commitment Plan will receive the following discounts off their MRC's and local usage, based upon the commitment level they choose. Failure to achieve the annual commitment level will result in a penalty equal to the difference between the actual amount billed and the selected commitment level.

Annual Revenue Commitment	Discount
\$250,000-599,999	10%
\$600,000-1,499,999	15%
\$1.5M- 2,399,999	20%
Greater than \$2.4M	25%

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Local Exchange Service, (Cont'd.)****3.1.18 IntraLATA Network Access****3.1.18.1 Description of Service**

Company IntraLATA Network Access is an IntraLATA service that provides a dedicated transmission path between a customer designated premises and a Company Point of Presence. Where IntraLATA 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). IntraLATA Network Access is used to provide access services in conjunction with IntraLATA Private Line, DIA and Dedicated Long Distance.

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 IntraLATA 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.

3.1.18.2 Rates and Charges

Rates and charges for IntraLATA Network Access service are defined herein and are based on the location(s) of the customer designated premise(s) 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 the facilities from a service provider other than Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.18 IntraLATA Network Access, (cont'd.)

3.1.18.2 Rates and Charges

(a) **Rate Elements** - Two rate elements apply to IntraLATA Network Access: Channel Termination and Network Access Mileage.

(1) **Channel Termination**

The Channel Termination rate element provides for the dedicated transmission path between a customer designated premise and Company's Point of Presence. One Channel Termination charge applies per each customer point of termination. A Channel Termination charge applies when the customer designated premises and the serving wire center are collocated in the same building.

(2) **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 premise and the Company's Point of Presence. The Network Access Mileage rate element is made up of two monthly recurring charges: a flat rate per circuit ("Fixed") and a flat per-mile rate ("Variable").

The Network Access 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 locations of Customer's designated premises are within the same central office, Network Access Mileage charges will not apply.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.18 IntraLATA Network Access, (cont'd.)

3.1.18.2 Rates and Charges, (continued)

(b) 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	One Channel Termination charge per Customer designated point of termination;
Off-Net	One Channel Termination charge per Customer designated point of termination; plus applicable Network Access Mileage Charges

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.18 IntraLATA Network Access, (cont'd.)

3.1.18.2 Rates and Charges, (continued)

(b) Rate Application, (continued)

On-Net- DS1					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$158.59	\$355.00	\$76.67	\$21.40
	2yr	145.05	355.00	50.86	16.25
	3yr	133.90	355.00	45.85	14.32
Off-Net-DS1					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$198.24	\$355.00	\$76.67	\$21.40
	2yr	181.31	355.00	50.86	16.25
	3yr	167.37	355.00	45.85	14.32

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.18 IntraLATA Network Access, (cont'd.)

3.1.18.2 Rates and Charges, (continued)

(b) Rate Application, (continued)

On-Net- DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$2,134.00	\$1,000.00	\$1,040.88	\$170.53
	2yr	2,134.00	1,000.00	1,040.88	162.01
	3yr	1,920.60	1,000.00	936.79	153.48
Off-Net-DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$2,667.50	\$1,000.00	\$1,040.88	\$170.53
	2yr	2,667.50	1,000.00	1,040.88	162.01
	3yr	2,400.75	1,000.00	936.79	153.48

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Local Exchange Service, (Cont'd.)****3.1.19 IntraLATA Private Line****3.1.19.1 Description of Service**

Company IntraLATA Private Line is an IntraLATA service, which is used in conjunction with IntraLATA Network Access. IntraLATA Private Line Service provides a dedicated transmission path that originates or terminates at a Company Point of Presence (POP). Where IntraLATA 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 IntraLATA 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.

3.1.19.2 Rates and Charges

Rates and charges for IntraLATA Private Line service is defined herein and is based on the locations of the customer designated premises in relation to the 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 by Company over its own 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 the facilities from a service provider other than Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.19 IntraLATA Private Line, (cont'd.)

3.1.19.1 Description of Service

- a) **Rate Elements** - The rate element that applies to IntraLATA Private Line is Long haul Mileage.

The Long haul Mileage rate element provides for the dedicated transmission facilities path between the Company POPs associated with the two customer designated premises. The Long haul Mileage rate element is made up of one variable charge: a flat, per-mile rate.

The Long haul 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.

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

(b) Rate Application:

DS 1	1 year	2 Year	3 Year
Installation: NRC	\$355.00	\$145.05	\$133.90
Long haul Mileage: MRC Per mile	21.40	16.25	14.32
DS 3			
Installation: NRC	\$1,000.00	\$1,000.00	\$1,000.00
Long haul Mileage: MRC per mile	170.53	162.01	153.48

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering

The Deluxe XOption Service Offering is a bundled service that includes XO local exchange, inbound and outbound domestic long distance and DSL* or Dedicated Internet Access* services provided at the same customer location. Deluxe XOption also include shared hosting services. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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

Under the Deluxe XOption Service Offering the Customer selects and receives service under one of the Deluxe XOption listed in the sections below. Each Deluxe XOption includes the Standard Feature Package as defined below, at no additional cost. Additional voice features beyond the Standard Feature Package are available at tariffed rates. The Monthly Recurring Charge for each Deluxe XOption includes the specified amount of monthly minutes of use (or messages) for local exchange and inbound and outbound domestic long distance service and the Standard Feature Package. The specified monthly minutes of use does not include International usage.

Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one year term agreement for both voice and Internet services in order to be eligible for the Deluxe XOption Service Offering.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.1 Deluxe XOption #1**

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,019.25	(I) (I)
	B=\$1,215.00	
	C=\$1,411.88	
	D=\$2,648.25	
Non-Recurring Charge	\$800.00	

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

**Effective December 17, 2008, this product will be available only to current customers at their current location.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.1 Deluxe XOption #1, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 957.38	(I) (I)
	B=\$1,147.50	
	C=\$1,344.38	
	D=\$2,530.13	
Non-Recurring Charge	\$800.00	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.2 Deluxe XOption #2**

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/ 4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,173.38
	B=\$1,298.25
	C=\$1,494.00
	D=\$2,641.50
Non-Recurring Charge	\$800.00

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*Non-Regulated

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.3 Deluxe XOption #3**

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,299.38	(I) (I)
	B=\$ 1,495.13	
	C=\$ 1,690.88	
	D=\$ 2,928.38	
Non-Recurring Charge	\$800.00	

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

**Effective December 17, 2008, this product will be available only to current customers at their current location.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.3 Deluxe XOption #3, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$1,186.88
	B=\$1,377.00
	C=\$1,572.75
	D=\$2,759.63
Non-Recurring Charge	\$800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.4 Deluxe XOption #4**

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,370.25
	B=\$ 1,494.00
	C=\$ 1,690.88
	D=\$ 2,838.38
Non-Recurring Charge	\$800.00

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*Non-Regulated

**Effective December 17, 2008, this product will be available only to current customers at their current location.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.5 Deluxe XOption #5**

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,816.88
	B=\$ 2,052.00
	C=\$ 2,252.25
	D=\$ 3,463.88
Non-Recurring Charge	\$1,800.00

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The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.5 Deluxe XOption #5, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 1,704.38	(I) (I)
	B=\$ 1,939.50	
	C=\$ 2,139.75	
	D=\$ 3,351.38	
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.6 Deluxe XOption #6**

To receive service under this XOption, the Customer must order a minimum of 14(fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, and "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,960.88
	B=\$ 2,133.00
	C=\$ 2,333.25
	D=\$ 3,543.75
Non-Recurring Charge	\$1,800.00

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 (I)

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

** As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.6 Deluxe XOption #6, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 1,848.38	(I) (I)
	B=\$ 2,020.50	
	C=\$ 2,220.75	
	D=\$ 3,431.25	
Non-Recurring Charge	\$1,800.00	

* Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.7 Deluxe XOption #7**

To receive service under this XOption, the Customer must order a DS-1 access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the four options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,363.50
	B=\$1,536.75
	C=\$1,715.63
	D=\$2,849.63
Non-Recurring Charge	\$999.00

(I)
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 (I)

*Non-Regulated

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.8 Deluxe XOption #8

This XOption is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This XOption is provided over basic business or analog Centrex lines for a minimum of ten users and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, and "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. The monthly minutes of use for local exchange and domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge - Two Components

1 st Ten Users	A=\$755.00	B=\$875.00	C=\$995.00	D=\$1,755.00
	Each Add'l User			
Above Ten	A=\$75.00	B=\$87.00	C=\$99.00	D=\$175.00

Non-Recurring Charge - The Non-Recurring Charge is equal to one month's Monthly Recurring Charge. If additional users are added after installation, the Non-Recurring Charge for the additions is equal to the Each Additional User Charge Above Ten Users for the package chosen times the numbers of users added.

* Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.9 Reserved For Future Use

3.1.20.10 Reserved For Future Use

3.1.20.11 Reserved For Future Use

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.12 Deluxe XOption #12**

To receive service under this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) analog Centrex lines or basic Business local exchange lines or trunks and DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,973.25
	B=\$ 2,949.75
	C=\$ 4,567.50
	D=\$ 6,395.63
Non-Recurring Charge	\$800.00

(I)
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*Non-Regulated

**Effective December 17, 2008, this product will be available only to current customers at their current location.

Issued: June 23, 2010

Effective: August 1, 2010

Kelly Faul – Regulatory Affairs Director
 13865 Sunrise Valley Dr.
 Herndon, VA 20171

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.13 Deluxe XOption #13**

To receive service this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 2,532.38	(I) (I)
	B=\$ 3,452.63	
	C=\$ 4,943.25	
	D=\$ 6,710.63	
Non-Recurring Charge	\$1,800.00	

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.13 Deluxe XOption #13, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 2,419.88
	B=\$ 3,340.13
	C=\$ 4,864.50
	D=\$ 6,598.13
Non-Recurring Charge	\$1,800.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.14 Deluxe XOption #14**

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with DSL service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 4,435.88	(I) (I)
	B=\$ 3,164.63	
	C=\$ 4,924.13	
	D=\$ 6,426.00	
Non-Recurring Charge	\$800.00	

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.14 Deluxe XOption #14, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 2,221.88	(I) (I)
	B=\$ 3,198.38	
	C=\$ 4,817.25	
	D=\$ 6,645.38	
Non-Recurring Charge	\$1,800.00	

*Non-regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.15 Deluxe XOption #15**

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with Dedicated Internet Access service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 2,712.38
	B=\$ 3,632.63
	C=\$ 5,157.00
	D=\$ 6,705.00
Non-Recurring Charge	\$1,800.00

(D)
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 (D)

The above rates will no longer be available to customers who sign up for service after September 8, 2003. See below for rates.

*Non-Regulated

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.15 Deluxe XOption #15, (continued)

Customers who sign up for service on or after September 8, 2003 will receive the rates below.

Monthly Recurring Charge	A=\$ 2,633.63	(I) (I)
	B=\$ 3,553.88	
	C=\$ 5,078.25	
	D=\$ 6,811.88	
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.16 Deluxe XOption #16**

To receive service under this XOption, the Customer must order a PRI access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,402.88
	B=\$1,563.63
	C=\$1,704.38
	D=\$2,506.50
Non-Recurring Charge	\$999.00

(I)
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(I)

*Non-Regulated

**As of April 1, 2006, this product will no longer be available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.17 XOptionM - Satellite Office Solutions

This service offering will no longer be available to customers who sign up for service after March 1, 2003. See Section 3.1.20.18 for Deluxe XOption M – Satellite Office Solutions Offering.

To receive service under this XOption, the Customer must order a XOption package at no fewer than five locations, with at least one location receiving one of the Deluxe XOption 1-16. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in Company's Message Toll Service tariff for intrastate use or pursuant to the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. Each XOption M includes a choice of 6,000 minutes/2,000 messages of local exchange calling per month. Additional local exchange calling above the monthly messages will be billed at \$.02 per minute in sixty-second increments, or \$.05 per message dependent on the plan chosen. International usage will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$750.00
Non Recurring Charge	\$700.00

Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.18 XOptionM - Satellite Office Solutions (SOS)* (C)

To receive service under this XOption, the Customer must order a XOption package at no fewer than three locations, with at least one location receiving one of the Deluxe XOption 1-16. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customers renewing Company contracts are eligible to receive this XOption on a stand alone basis with no location or other XOption requirements. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in Company's Message Toll Service tariff for intrastate use or pursuant to the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. Each XOption M includes a choice of 6,000 minutes/2,000 messages of local exchange calling per month. Additional local exchange calling above the monthly messages will be billed at \$.02 per minute in sixty-second increments, or \$.05 per message dependent on the plan chosen. International usage will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$730.00
Non Recurring Charge	\$700.00

*As of April 1, 2006, this product will no longer be available to new customers. (C)

Issued: March 2, 2006

Effective: April 1, 2006

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.19 XOption MLP

Customers ordering XOption 1-16 at no fewer than five locations are eligible for XOption MLP. MLP is a 5% discount off the monthly recurring charge of all XOption packages 1-16. XOption M is not eligible for the discount and does not contribute to the total of five necessary locations to receive the MLP discount.

(a) Standard Feature Package:

XOption customers who choose business lines will receive the following standard features on those lines at no additional charge:

Voicemail w/Message Waiting*
Call Forwarding
3 Way Calling
Speed Dial
Abbreviated Dialing
Call Hold
Call Pickup
Call Transfer
Caller ID
Hunting

(C)

* Services not regulated under this tariff.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.19 XOption MLP

(b) Term Discounts:

XOption customers who choose one of the following term commitments that is greater than one year will receive a discount. The discount is applied to the XOption Monthly Recurring charge, and the 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

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.20 XO Integrated Access Service II (C)**

XO Integrated Access Service II is a bundled service offering that requires the Customer to purchase, at the same customer location, local exchange service, message toll service and Internet services* from the Company. The standard configuration involves having a single DS-1 to the Customer's premises. Service can also be provided via ISDN PRI. When ordering service via DS-1, the Customer must purchase a minimum of six (6) local exchange lines or trunks and utilize a total of at least fourteen (14) voice & data channels. The Customer must also enter into a one (1), two (2) or three (3) year service order agreement. Usage for all services is not included in the following rates. The Non-Recurring and Monthly Recurring charges are specified below. MRC's listed below are for one (1) year term contracts, two and three year contracts receive an additional 5% and 10% discount, respectively. (C)

(a) Standard & Optional Features

XO Integrated Access Service II Customers using Basic Business Lines will receive Touchtone as a Standard feature and may request the following optional features at no additional charge: Call Forward Variable, Call Forward Busy, Call Forward No Answer, Speed Calling, Call Waiting , and 3 Way Calling.

* Non-Regulated

** As of December 31, 2006, this product will only be available to current customers at their current location. (C)
(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.20 XO Integrated Access Service II, (continued)

(b) Non-Recurring Charges

For initial installation of XO Integrated Access Service II over a single DS-1 or ISDN PRI, Customers will pay a non-recurring installation charge specified below. Installation charges for those Customers that purchase more than a DS-1 worth of capacity will be done on an Individual Case Basis (ICB). If a customer chooses to add additional local exchange lines or channels after installation of the initial service, the Company's regular non-recurring installation charges for local exchange service, as specified in 3.1 will apply. An additional Service Order charge will apply for Features added subsequent to the initial service order.

Single DS1 or ISDN PRI:	\$999.00
Capacity Exceeding DS1 or ISDN PRI:	ICB

See Section 3.15 for Service Order Change pricing

(C)
(C)

Some material on this page was moved to Page 312.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.20 XO Integrated Access Service II, (continued)

(c) Monthly Recurring Charges		
ISDN-PRI:	\$497.85	(I)
Per Line:		
Basic Business Line (Philadelphia Suburban Areas)	\$11.08	(C)(I)
Basic Business Line (For Phila Zone 1-4)	\$6.69	(C)
Basic Business Line (All Other Local Calling Areas)	\$11.08	(C)(I)
Trunks: Per Channel		
Basic Analog Trunk:	\$10.69	
Advanced Analog Trunk		
In-Only w/DID:	\$29.69	
Two-way w/DID*	\$10.69	
Basic Digital Trunk:	\$13.23	(I)
Facility charge:	\$268.20	
Advanced Digital Trunk:		
In-only w/DID	\$25.06	(I)
Two-way w/DID	\$25.06	(I)
Facility charge:	\$99.90	

* Effective March 25, 2004, Two-Way w/DID Advanced Analog Trunks will no longer be available. Existing customers with this service will be grandfathered.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.20 XO Integrated Access Service II, (continued)

(d) Usage Charges

Customers will receive intraLATA and interLATA intrastate service under the Gold and Platinum Service offering listed in Company's Message Toll Services Tariff PA P.U.C. No. 7, and interstate service under the XO Integrated Access Service II offering listed in Company's Federal Message Toll Service Tariff. Customers will receive the following local usage charges:

	Day	Night
Local PA and Zone 1 Philadelphia, (Per Call)	\$0.054	\$0.022
From Zone 1 Philadelphia to Zones, 2-6 (Per Minute, 6 Second Increments)	\$0.054	\$0.054

(e) Enhanced Integrated Feature

XO Integrated Access Service II Customer's can order the Enhanced Integrated Feature, as an option, at the monthly recurring rate of \$6.95.

Enhanced Features - The following features are included in the Enhanced Integrated Feature Package: Abbreviated Dialing (3 or 4 digit), Call Hold, Call Pickup, Call Transfer, Voice Mail*,
 Message Waiting*.

(C)
 (C)

* Services not regulated under this tariff.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.21 Multi-Tenant Buddy Program

This program offers eligible Customers discounts on XO Services. In order to be eligible for this program, Customers must meet the criteria of either a "Referring Buddy" or a "Referred Buddy."

This program cannot be combined with any other special offer or promotion offered by XO.

(a) Program Criteria

- (1)** A Referring Buddy is a property management company of a multi-tenant building ("Serviceable Property") that refers potential subscribers located in that Serviceable Property to XO for XO Services. Referring Buddies must subscribe to XO Services for a minimum two year commitment in order to receive the discounts listed in section 3.1.22.B below.
- (2)** A Referred Buddy is a Customer who, as a result of being referred to XO by a Referring Buddy, receives XO Services at a Serviceable Property, for a minimum two year term commitment.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.21 Multi-Tenant Buddy Program, (continued)

(b) Program Discounts

- (1)** A Referring Buddy will receive XO intraLATA and interLATA long distance service at a rate of \$0.05 per minute. Additionally, once the aggregate of the recurring revenue of all Referred Buddies of a Referring Buddy reaches and remains at \$3,000.00 per month, the Referring Buddy will receive a \$50 credit on its XO invoice for each additional potential subscriber referred to XO for XO Services that executes a contract with XO for XO Services.
- (2)** A Referred Buddy will receive a 10% discount off monthly recurring and usage charges for the XO Services listed in this tariff. The discount only applies to standard XO services and pricing, and does not apply to Individual Case Basis arrangements, taxes, surcharges, or tax-like charges.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.20 Deluxe XOPTION Service Offering, (cont'd.)

3.1.20.21 Multi-Tenant Buddy Program, (continued)

(c) Special Terms and Conditions for the Referring Buddy

- (1)** As stated above, the Referring Buddy must subscribe to XO services for a minimum two year commitment. The Referring Buddy may terminate service upon thirty (30) days prior written notice without incurring liability for the early termination charges, specified in section 2.1.3 (c) of this tariff, provided that the Referring Buddy has delivered written notice by facsimile or e-mail to XO establishing that the Referring Buddy's contract for property management services in the Serviceable Property has been terminated in its entirety and that the Referring Buddy no longer provides property management services to the Serviceable Property.

- (2)** If neither the Referring Buddy nor XO cancel the service prior to the end of the term commitment, at the completion of the term commitment, XO will continue to provide service to the Referring Buddy on a month-to-month basis.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering**

(C)

The Metra Plus XOption Service Offering is a bundled service that includes XO local exchange, inbound and outbound domestic long distance and Dedicated Internet Access* services provided at the same customer location. Metra Plus XOption also include shared hosting services. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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

Under the Metra Plus XOption Service Offering the Customer selects and receives service under one of the Metra Plus XOption listed in the sections below. Each Metra Plus XOption includes the Standard Feature Package as defined below, at no additional cost. Additional voice features beyond the Standard Feature Package are available at tariffed rates. The Monthly Recurring Charge for each Metra Plus XOption includes the specified amount of monthly minutes of use (or messages) for local exchange and inbound and outbound domestic long distance service and the Standard Feature Package. The specified monthly minutes of use does not include International usage.

Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one year term agreement for both voice and Internet services in order to be eligible for the Metra Plus XOption Service Offering.

*Non-Regulated

**Effective December 17, 2008, this product will be available only to current customers at their current location.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.1 Metra Plus XOption #5

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,613.25	(D)
	B=\$ 2,102.63	(I)
	C=\$ 2,319.75	
	D=\$ 3,638.25	(I)
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.2 Metra Plus XOption #6

To receive service under this XOption, the Customer must order a minimum of 14(fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 5,000 minutes, "B" = 7,000 minutes, and "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 12,000 minutes/4,000 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,923.75
	B=\$ 2,194.88
	C=\$ 2,412.00
	D=\$ 3,723.75
Non-Recurring Charge	\$1,800.00

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*Non-Regulated

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.3 Metra Plus XOption #7

To receive service under this XOption, the Customer must order a DS-1 access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the four options for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,126.13	(D)
	B=\$1,233.00	(I)
	C=\$1,344.38	
	D=\$2,095.88	(I)
Non-Recurring Charge	\$999.00	

*Non-Regulated

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.4 Metra Plus XOption #13

To receive service this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,893.38	(D)
	B=\$ 2,445.75	(I)
	C=\$ 3,368.25	
	D=\$ 4,494.38	(I)
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.5 Metra Plus XOption #15

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with Dedicated Internet Access service*. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 10,000 minutes, "B" = 25,000 minutes, "C" =50,000 minutes, and "D" 75,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes a choice of a total of 20,000 minutes/6,500 messages of local exchange calling if the customer chooses options A, B, or C, or 30,000 minutes/10,000 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$ 1,893.38	(D)
	B=\$ 2,445.75	(I)
	C=\$ 3,368.25	
	D=\$ 4,494.38	(I)
Non-Recurring Charge	\$1,800.00	

*Non-Regulated

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.6 Metra Plus XOption #16

To receive service under this XOption, the Customer must order a PRI access facility for voice and Internet* delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A" = 4,000 minutes, "B" = 7,000 minutes, "C" =10,000 minutes, and "D" = 25,000 minutes. The domestic long distance usage above these options will be billed at rates set forth in Company's Message Toll Service tariff for intrastate toll use or pursuant to the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes a choice of a total of 10,000 minutes/3,300 messages of local exchange calling if the customer chooses option A, B, or C, or 20,000 minutes/6,500 messages of local exchange calling if the customer chooses option D. Additional minutes of local exchange usage will be billed at \$.02 per minute in sixty-second billing increments, or \$.05 per message dependent on the plan chosen. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A=\$1,126.13	(D)
	B=\$1,233.00	(I)
	C=\$1,344.38	
	D=\$2,095.88	(I)
Non-Recurring Charge	\$999.00	

*Non-Regulated

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Local Exchange Service, (Cont'd.)

3.1.21 Metra Plus XOPTION Service Offering

3.1.21.7 Metra Plus XOPTION M - Satellite Office Solutions (SOS)

To receive service under this XOption, the Customer must order a XOption package at no fewer than three locations, with at least one location receiving one of the Metra Plus XOption 5, 6, 7, 13, 15, or 16.. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customers renewing Company contracts are eligible to receive this XOption on a stand alone basis with no location or other XOption requirements. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in Company's Message Toll Service tariff for intrastate use or pursuant to the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. Each XOption M includes a choice of 6,000 minutes/2,000 messages of local exchange calling per month. Additional local exchange calling above the monthly messages will be billed at \$.02 per minute in sixty-second increments, or \$.05 per message dependent on the plan chosen. International usage will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$805.00
Non Recurring Charge	\$700.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.2 Directory Assistance**

Directory Assistance service provides a Customer with requested telephone numbers and/or addresses within the Customer's local calling area. Customers can reach a Directory Assistance Operator by dialing 411 or 555-1212. The Directory Assistance Operator will furnish up to three items per call or will let the Customer know if the requested information cannot be found. Customers will be charged for calls placed to Directory Assistance even when the requested information cannot be found.

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

Per Call	\$2.25	(I)
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3.2.2 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 duration of the completed call as follows:

Customers placing the call from a telephone line that is subscribed to Company local service will be charged according to Customer's current Company rate plan.

Customers placing a call from a telephone line that is subscribed to Company long distance service only will be charged \$0.10 per minute of use 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.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Directory Assistance, (Cont'd.)

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

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

To obtain such a credit, the Customer must notify its Customer Service representative within 48 hours of placing the call to Directory Assistance.

3.2.4 Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no additional charge.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Operator Assistance

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, surcharges as specified in Section 3.3.1 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.

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.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Operator Assistance, (Cont'd.)

3.3.1 Operator Assisted Surcharges - The following surcharges will be applied on a per call basis.

	Automated	Live Operator
Credit Card	\$1.60	\$1.60
Third Number Billing	\$1.60	\$1.60
Collect Calling	\$1.60	\$1.60
Person to Person	\$3.50	\$3.50
Station to Station	\$1.60	\$1.60
General Assistance	N/C	

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3.3.2 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 eighteen (18) 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 nearest cent using natural rounding, \$0.10 per minute of use.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Operator Assistance, (Cont'd.)

3.3.3 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- (a) **Busy Line Verification** - Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- (b) **Busy Line Verification with Interrupt** - The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- (c) **Rates** - Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	Per Request
Busy Line Verification	\$1.70
Busy Line Interrupt	\$3.40

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.4 Directory Listings**

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the service area at no additional charge. At a Customer's option, the Company will arrange for other types of listings and additional listings. Listings will be non-published at the specific request of the Customer.

3.4.1 Directory Listings Rates

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>	
Additional/Alternate/Duplicate Listings	\$ 4.16	See Section 3.15	(I)
Foreign Listings	\$ 3.70	See Section 3.15	
Reference Listings	\$ 3.70	See Section 3.15	
Non-Listed	\$ 1.90	See Section 3.15	
Non-Published	\$ 2.80	See Section 3.15	

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services

All terms and conditions set forth in this Section are fully applicable to Local Exchange Services as defined in this tariff.

3.5.1 Glossary of Terms

Host Telephone Company - The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI) /MSAG data used for providing 9-1-1 service.

Telephone Company - A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with "service provider".

Content - The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

A.	Tax area record
B.	Locality
C.	Street
D.	Thoroughfare
E.	Directional [where required]
F.	Even (E), odd (O), or all (A) [applied to house numbers]
G.	Low-high range of house numbers
H.	PSAP (Public Safety Answering Point)
I.	LAT/Long (Latitude/Longitude) [where required]

Formatting, Format - Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Material on this page was moved to Page 272.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.2 Regulations

- (a) The Telephone Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- (b) The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- (c) The Telephone Company's liability and insurance provisions are fully stated herein under Section 2, Regulations.
- (d) Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- (e) When requested by local government authorities, the Company will provide 9-1-1 Telecommunications Service ("9-1-1 Service") for the purpose of voice reporting emergencies by the public.

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Material on this page was moved to Page 272.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.2 Regulations, (cont'd.)

- (f) A Public Safety Answering Point (“PSAP”) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Second PSAPs receive calls on a transfer basis only.
- (g) Any person dialing “9-1-1” from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate PSAP for that telephone.
- (h) For the purpose of this tariff, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
- (i) 9-1-1 calls originated from the Company’s Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.
- (j) 9-1-1 Service may be classified as one to two types: Basic Service and Enhanced Service.
 - (1) Basic 9-1-1 Service provides for routing all 9-1-1- calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes, to a single PSAP which is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.
 - (2) Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to specific PSAP which is selected from the various PSAPs serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent optional features which may or may not be available with Basic 9-1-1 Service.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.5 Emergency Telephone Services, (Cont'd.)****3.5.2 Regulations, (cont'd.)**

- (k) Company 9-1-1 Service is provided consistent with the county/ municipal 9-1-1 Protocols. Future revisions or additions made to the Protocols by a county/municipality will be handled by Company as described in the Protocols, and any tariff changes will be made accordingly.
- (l) The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- (m) The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/ municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- (n) The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- (o) The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.5 Emergency Telephone Services****3.5.2 Regulations, (cont'd.)**

- (p) The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

3.5.3 Liability and Indemnification (Applicable to Both Basic and Enhanced Service, as Appropriate)

- (a) This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- (b) 9-1-1 Service is one-way service only.
- (c) The Company shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial "9-1-1", or to any other person who may be affected by the dialing of the digits "9-1-1". The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.
- (d) Company does not undertake to answer and forward 9-1-1 calls to responding agencies but furnishes the use of its facilities to enable the Customer to access the PSAP for their region and enables emergency personnel to respond to such calls on the Customer's premises.
- (e) 9-1-1 Service is provided solely for the benefit of the customer. The provision of 9-1-1 Service by Company shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, any third person or legal entity other than the Customer.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services

3.5.3 Liability and Indemnification, (cont'd.)

- (f) Each Customer agrees to release, indemnify, defend, and hold harmless Company from any and all loss, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any loss, damage, or destruction of any property or personal injury, whether owned by the Customer or others.
- (g) The Customer also agrees to release, indemnify, and hold harmless Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the 9-1-1 Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by the party or parties accessing 9-1-1 Service hereunder, and which arise out of the negligence or other wrongful act of Company, the Customer, its user, agencies or municipalities, or the employees agents of any one of them.
- (h) By calling 9-1-1 Service, the 9-1-1 calling party gives Company consent to provide 9-1-1 information, consisting of the name, address, and telephone number of the Customer at the location from which the call was made, to law enforcement agencies and other emergency service providers on a call-by-call basis to enable those agencies and service providers to respond to emergency calls for assistance.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.5 Emergency Telephone Services, (Cont'd.)****3.5.4 Enhanced 911 (E911)**

Enhanced 911 allows a telephone user to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the telephone user's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). E911 charges are assessed on each access line.

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed. The Company's liability in furnishing service is set forth in Section 2.1.4.

3.5.5 Emergency Systems Service

Emergency Systems Service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. The determination of the public safety agencies which participate in a 911 service and the control and staffing of the emergency report center shall be the responsibility of the subscriber; provided, however, that at least one of the participating public safety agencies shall be a law enforcement agency. The service is furnished with the understanding that the subscriber shall provide assistance on all emergency calls from the public, or secure or attempt to secure the assistance of the appropriate serving agency.

This service is furnished for receipt of incoming calls only. The Company will recommend to the subscriber adequate trunking and equipment for the service. A sufficient number of lines and sufficient answering equipment should be subscribed for in order to adequately handle the incoming calls. Sufficient personnel should be provided by the subscriber to adequately handle the incoming calls 24 hours a day.

3.5.5.1 Conditions of Furnishing Service

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed. The Company's liability in furnishing service is set forth in Section 2.1.4.

Other exchange service shall be subscribed for at the same location as the emergency report center for administrative purposes, for the placing of outgoing calls, and for receiving emergency calls relayed by the operator.

Material on this page was moved from Pages 266 and 267.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.5 Emergency Telephone Services, (Cont'd.)****3.5.6 Private Switch / Automatic Location Identification (PS/ALI)****(C)**

Private Switch/Automatic Location Identification Telephone Services (PS/ALI) is an Enhanced 911 (E911) service offering which allows a private telephone switch Private Branch Exchange (PBX), or other telephone service switch, located on the customer premises to send Automatic Number Identification (ANI) to the Enhanced 911 database identifying the individual station line to the appropriate Public Service Answering Point (PSAP). PS/ALI is also available via Centrex and ISDN-PRI.

The PS/ALI service is only available to multi-tenant customers and to customers in a campus environment.

The PS/ALI system enables the Customer to interface with a third party vendor's (Vendor), software, which updates an E911 database. Through the interface, the customer is able to enter and update the specific address and location of each extension or station. Communication between the Customer's computer system running PS/ALI and the Vendor is initiated by the Customer and occurs through the Internet.

3.5.6.1 Restrictions:**(C)**

Customer must sign a minimum one (1) year term contract. The Customer must subscribe to Company's local voice service for which they are requesting a PS/ALI license. PS/ALI is not sold as a stand-alone product. Should the Customer terminate Company's local voice service, PS/ALI shall also be terminated. The Customer shall be subject to early termination penalties.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.6 Private Switch / Automatic Location Identification (PS/ALI), (cont'd.) (C)

3.5.6.2 Pricing: (C)

Prices below do not include Federal, State or Local Taxes or Surcharges.
 Customer's initial load file included in installation charge.

	NRC (Installation)	MRC
Up to 1,000 station records per Customer.	\$4,375.00	\$200.00 per 1,000 records (or fraction thereof)
1,001- 4,000 station records per Customer	\$4,700	\$175.00 per 1,000 records (or fraction thereof)
4,001 or more station records per Customer	\$5,400	\$150.00 per 1,000 records (or fraction thereof)
License fee for each additional load file.	\$600.00	

3.5.6.3 Requirements (C)

- (a) The Customer must indicate in writing that the Customer has agreed to any potential changes in calling patterns or volumes resulting from the implementation of PS/ALI.
- (b) Service availability is dependent upon the availability of facilities and the type and configuration of the 911 system in place for the service area.

Some material on this page was moved to Page 275.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.6 Private Switch / Automatic Location Identification (PS/ALI), (cont'd.) (C)

3.5.6.3 Requirements (Cont'd) (C)

- (c) The Customer must provide a single point of contact and written documentation to the Company stating that the Customer or its affected PSAPs will:
- Accept and dispatch calls for those PBX stations,
 - Assign appropriate Emergency Service Numbers, and
 - Provide any Master Street Address Guide additions or modifications that are required.
- (d) Customer will provide full ten-digit ANI for every station or extension within the private switch. This information must be approved by the Company prior to implementation to assure that no conflict exists between the PBX numbering plan and the Company's overall numbering plan.
- (e) PBX ANI multifrequency signaling must conform to the Company's and Company's Vendor's specifications for Private Switch/Automatic Location Identification Service Network Interface Specification.
- (f) Customer will create, maintain and forward to the Vendor, current telephone number and address data in the format specified by the Vendor at the time intervals mutually agreed upon by the Vendor and the Customer.
- (g) The Customer is responsible for maintaining the accuracy of the data (i.e., if a station is relocated within the subscriber premises, the subscriber needs to download a new record with this information).

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.6 Private Switch / Automatic Location Identification (PS/ALI), (cont'd.) (C)

3.5.6.3 Requirements (Cont'd) (C)

- (h) Private Switch/Automatic Location Identification Service does not include, and the Company does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber's data management system/process. The Customer has the responsibility for reporting all errors, defects and malfunctions to the Company.
- (i) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Customer contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer.
- (j) The Customer must supply the Company's Vendor with the initial telephone number-to-address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.
- (k) The Customer will configure any private switch which it owns or operates so that it connects to at least two dedicated voice grade trunks, recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to this dedicated trunk group without overflowing calls to any other access facility in the private switch. Each system must maintain a P.01 Grade of Service or better for 911 call processing.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.5 Emergency Telephone Services, (Cont'd.)

3.5.6 Private Switch / Automatic Location Identification (PS/ALI), (cont'd.) (C)

3.5.6.3 Requirements (Cont'd) (C)

- (l) The Customer will develop and implement methods and procedures to prevent the use or misuse of the voice grade trunks for any use other than E911 telecommunications service. Misuse or abuse of the E911 PS/ALI trunk may result in disconnection of the service in addition to any remedies at law or equity including reimbursement of charges or other expenses associated with the misuse or abuse.
- (m) The Customer shall use the required computer hardware and software provided by the Vendor for ongoing customer record update programs and processes.
- (n) The Company's liability in furnishing this service is further set forth in Section 2.1.4 of this tariff. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Private Switch/Automatic Location Identification Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using Private Switch/Automatic Location Identification Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.6 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. There will be no charge for Vanity Telephone Numbers.

(C)
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(C)

3.7 Telecommunications Relay Service (TRS)

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individual with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT & T Communications of Pennsylvania, Inc.

In Addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

Some material on this page was moved from Page 274.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.7 Telecommunications Relay Service (TRS), (Cont'd.)

The following surcharge rates apply to all bills:

Monthly Rate	
Per business access line	\$0.08
Per residence line	\$0.08

Centrex Lines will be charged on an equivalency basis as determined by the Commission.

Local calls will be charged at the applicable local flat rate or local measured service rate, except for calls originating from Pay Telephones, which shall be completed free of charge. All IntraLATA tolls calls placed through the Pennsylvania Telecommunications Relay Service will be rated according to the Rates Applicable on Messages Placed by Certified Speech and/or Hearing Disabled rates in the Pennsylvania Telephone Association Toll Tariff PA P.U.C. No. 10. This Company concurs in this tariff.

The Company will make available to the Telecommunications Relay Service (TRS) user a prepaid debit card. The rates for either option will not exceed those that would apply to identical calls for non-TRS users of coin-sent-paid service. (C)
(C)

Please refer to the appropriate Interexchange Carrier tariff for interstate charges.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.8 Link Up America

Link Up America is a program designed to promote universal service by providing a discount on service connection charges for qualified low-income customers. Note: Customers who qualify for Link Up America Service may also qualify for Lifeline Service.

3.8.1 Regulations:

- (a) Link Up America is available to residence customers who meet the following eligibility criteria:

The applicant must not be a dependent for federal income tax purposes, unless he or she is 60 years of age or older. The applicant must self-certify the requirement set out in (1).

- (b) An applicant for Link Up America Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines for all States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Link Up America participants may be conducted biennially by XO.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.8 Link Up America, (Cont'd.)

3.8.1 Regulations, (cont'd.)

(b) (continued)

Pennsylvania Department of Public Welfare Link Up America Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Link Up America Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and XO.

- (c)** The Link Up America discount is applicable to one access line (dial tone Line) when applied to the installation or relocation of main service at a Customer's principal residence.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.8 Link Up America, (Cont'd.)

3.8.1 Regulations, (Cont'd)

- (c) Link Up America applicants are not exempt from Telephone Company deposit requirements.
- (e) Service will not be established at discounted rates prior to receipt of certification. Service will be established at full Service Connection charges. If certification is received within 60 days of original application for service, credit will be applied to provide the Link Up America discount.
- (f) The Link Up America discount does not apply to applicants who are full time students living in university or college controlled housing.

3.8.2 Rates

The Link Up America Program provides for a 50% discount on the Service Connection Charge associated with the connection of a new residence exchange access line (dial tone line) as specified in the Telephone Company's tariffs. The total amount of the discount may not exceed \$30.00 and the remaining charges will be billed to the Link Up America customer in monthly installments as specified in the Telephone Company's tariffs.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations. Note: Customers who qualify for Lifeline Service may also qualify for Link Up America Service.

3.9.1 Regulations

- (a) Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.1 Regulations, (cont'd.)

(b) Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided:

- (1) One-Party Residence Unlimited Service and Local Measured Service, if available
- (2) Directory Listing (standard only)
- (3) Non-Published or Non-Listed Telephone Number Service
- (4) Access to Directory Assistance Service.
- (5) Touch-Tone Calling Service.
- (6) Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- (7) Access to Operator Services.
- (8) Voluntary Toll Restriction Option.
- (9) Link Up America (if eligible)
- (10) Access to 800/888 Services.
- (11) Access to Call Trace.
- (12) Access to Alerting and Reporting Systems (9-1-1 dialing).
- (13) Access to the Pennsylvania Telecommunications Relay Service.
- (14) Caller ID Per-call and Per-line Blocking
- (15) One optional vertical service (1)

When a Lifeline Customer subscribes to the Company's or a private vendor's voice mail service as the optional vertical service, a second vertical service may be added if necessary to make the voice mail service function.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.1 Regulations, (cont'd.)

- (c) An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs, federal public housing, and be able to provide proof of income which is at or below 150% of the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants will be conducted biennially by XO.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)
- Medicaid
- Food Stamps
- Low Income Home Energy Assistance Program (LIHEAP)

The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and XO.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.1 Regulations, (cont'd.)

- (d) Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in (C) above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by XO. When XO is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in (C) above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification period (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.1 Regulations, (cont'd.)

- (e) A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- (f) Only services listed in (B) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- (g) Lifeline Service customers are required to apply for the Link Up America benefit when applicable.
- (h) Customer requested temporary suspension of Lifeline Service is not permitted.
- (i) Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- (j) The applicant must not be a dependent for the Federal Income Tax purposes, unless he or she is 60 years of age or older.
- (k) Lifeline customers are subject to all Residence service regulations in this and other tariffs of XO.
- (l) Residence Lifeline Service cannot be resold by the customer or the customer's agent(s).

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.1 Regulations, (cont'd.)

- (m)** Resale of Lifeline Services are subject to wholesale rate obligations under Section 251 (c)(4) of the Telecommunications Act of 1996.
- (n)** All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- (o)** Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline customer on permanent toll restriction.
- (p)** Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.9 Lifeline Service, (Cont'd.)

3.9.2 Lifeline Service Dial Tone Line Monthly Rate

- (a) Applicable Residence Dial Tone monthly rate minus \$1.75 (1)
- (b) Lifeline Service customers will be billed the applicable Subscriber Line Charge monthly rate and will be given credit for the same amount of the Subscriber Line Charge as prescribed by the Federal Communications Commission at Docket Nos. 00-256, 96-45, 98-77, 98-166, and 00-193.
- (c) Lifeline Service is subject to all applicable State, Local and Federal Taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE:

- (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.10 IntraLATA Toll Presubscription****3.10.1 IntraLATA Presubscription Description**

IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA Toll Provider (ITP) which the customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred intraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D (FGD) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Telephone Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversion date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Telephone Company.

Selection of an intraLATA toll provider by an end user is subject to the terms and conditions following.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.2 IntraLATA Toll Provider Nonrecurring Charge

At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided herein, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified in 3.10.7 following.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Telephone Company's Business Offices.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.10 IntraLATA Toll Presubscription, (Cont'd.)****3.10.3 Presubscription Charge Application**

- (a) Existing end users may exercise an initial free presubscription choice, either by contacting the Telephone Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Telephone Company. End users' choices which constitute exercising the free initial choice are:
- Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's initial free selection, any subsequent selection made during the first 90 days after presubscription or any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge as set forth herein.

- (b) New end users who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Telephone Company may extend a 30-day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the customer will be assigned a 'No-PIC' and will have to dial an access code to make intraLATA toll calls.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.3 Presubscription Charge Application, (cont'd.)

(b) (continued)

Initial free selections available to new end users are:

- Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choose no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all ITP's. This choice can be made by directly contacting the Telephone Company. In addition, new end users that do not select a preferred carrier will be assigned a 'No-PIC'.

Following a new end user's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

- (c)** If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will pay the PIC change charge as provided herein. The ITP must provide written notification to the Telephone Company that this activity has taken place.

Following the ITP's discontinuance of service, the Telephone Company will bill the canceling ITP the change charge for each end user that is currently designated to the ITP at the time of discontinuance.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.4 Equal Access Recovery Charge

An unauthorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 3.10.7 following. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and in the Telephone Company's corresponding F.C.C. Tariff.

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.5 End User Charge Discrepancy

When a discrepancy is determined regarding an end user's designation of a preferred intraLATA toll carrier, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter of authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

(a) Verification of Orders for Telemarketing

Neither the ITP or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.6 PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary carrier submitted by the ITP. The ITP participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge. If this service is made available by the Telephone Company, ITPs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the ITP will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves the ITP of the F.C.C. requirements for:

- Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Public Utility Commission concerning unauthorized changes in carrier.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.10 IntraLATA Toll Presubscription, (Cont'd.)

3.10.7 Rates and Charges

	Rate
(a) The charge for a change in intraLATA Toll Presubscription	\$5.00 per line
(b) The charge for an unauthorized Business or Residence service change in intraLATA Toll Presubscription	35.65 per line
(c) The charge for a Business/Residence PIC Switchback change in IntraLATA Toll Presubscription	5.00 per line
(d) Equal Access Recovery Charge	(Reserved for future use)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment

3.11.1 Caller ID

This service utilizes specific network capabilities to transmit and display the number associated with an incoming call to the called party's access line. The number of the incoming call is transmitted during the silent interval between the first and second ring of the called party's line. Caller ID subscribers must provide, and connect, their own compatible premises equipment in order to process and display the number transmission. The company will forward all telephone numbers where technically feasible.

If a calling party has activated blocking, the number will not be transmitted to the display equipment of a Caller ID subscriber. Instead, the Caller ID privacy indicator notifies the Caller ID subscriber that the calling party chose to block number delivery.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.2 Caller ID Blocking

Caller ID Blocking allows the caller to prevent the delivery of his/her calling data to a Caller ID subscriber on a per call basis (Caller ID Blocking - Per Call) or per line basis (Caller ID Blocking - Per Line).

(a) Caller ID Blocking - Per Call

This service will block the delivery of the caller's data to a Caller ID subscriber for one call only and may be activated from all single party access lines by dialing *67 (1167 from a rotary phone) prior to placing the call. Per the FCC Caller ID order, Caller ID Blocking-Per Call is provided to all customer at no charge.

Per FCC Docket 91-281, per call blocking will be provided on calls originating from public, semi-public or other pay stations used by the general public and party lines.

(b) Caller ID Blocking - Per Line

This service will automatically block the delivery of the caller's data to a Caller ID subscriber on all calls and will be made available or offered, at no charge for victims of domestic violence, domestic violence programs, social welfare agencies, health and counseling centers, public service hotlines, law enforcement agencies and staff thereof. In addition, all customers call request per line blocking at no charge. Per line blocking call be deactivated by dialing *67 (1167 from a rotary phone) prior to placing the call.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.3 Special Conditions for Caller ID

- a) An originating caller's data may not be displayed to the called party under the following conditions:
 - 1) The caller's data will not be displayed if the called party is off-hook. The called party must be on-hook to receive the caller's data. If the customer subscriber to both Call Waiting and Caller ID, and is on an existing call, the second incoming call information will not be displayed. Instead, the called party will receive the usual Call Waiting tone.
 - 2) The caller's data will not be displayed if the called party answers the incoming call during the first ring interval.
 - 3) Identification of names, specific stations or extensions served by a PBX or Key System is not possible. The main directory number or name and number (if available) of the PBX or Key System will be displayed.
 - 4) Caller ID Service cannot be provided if the calling party is from a multi-party line. The called party will receive an "Unavailable" display.
 - 5) The caller's data will be unavailable if it is from another office that is not linked by appropriate facilities with the called party's office.
 - 6) The calling party has activated blocking.
 - 7) Caller ID services do not display a directory number or name and number (if available) for operator assisted calls, calls marked private by the originator or calls originating from pay and party line stations.

- b) The following special conditions apply to Caller ID services based on the FCC Caller ID Order effective 12/1/95:
 - 1) If a customer dials a "1-800" or other Automatic Number Identification (ANI) Service number, the telephone number that they are calling from will be revealed to the called party through ANI technology. Even if the customer has per line blocking or has activated per call blocking, the 800 number party has the right to obtain this information through ANI.
 - 2) ANI information may not be reused or resold for other purposes without a caller's consent, even where the called party has paid for the call.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.3 Special Conditions for Caller ID, (cont'd.)

b) (continued)

- 3) Caller ID services are available on all long distance calls where technically feasible.
- 4) All calling data will be displayed to E911 through ANI technology, even if the customer has per line blocking or has activated per call blocking.
- 5) All calling data will be passed, even for customer who do not subscribe to Caller ID.
- 6) Per Call Blocking will be available to all customers. (The FCC Order overrules all state PUC/PSC decisions on Per Call Blocking.)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.4 Call Trace

This service enables the customer to initiate a trace of the last incoming call completed by dialing an activation code (*57) immediately after terminating the call, thus enabling the Company's equipment to record the incoming call detail (not the conversation). Call trace information will only be given to law enforcement agencies and not to the subscriber. Incoming call detail includes: The calling number, the time the trace was activated, and in some locations, the time the traced call was received. The customer is required to contact the telephone company business office during normal business hours, which will refer the customer to appropriate law enforcement agencies, or contact the law enforcement agency directly. Call trace detail will be retained by the company and made available to the local law enforcement for ten business days after the trace has been initiated. Only calls from locations with compatible signaling services are traceable using Call Trace. Call Trace is available on a usage sensitive basis only.

Rate per incident

\$1.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.5 Intercept and Number Referral Service

(a) Intercept

This is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides the status of the telephone service. Intercept service is available for published numbers and DIDs free of charge for the first 90 days of use. Intercept service for published numbers in place longer than 90 days will be charged as outlined below. Intercept Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.5 Intercept and Number Referral Service, (cont'd.)

(b) Number Referral Service

This is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides callers with the new number. Number Referral Service is available for published numbers free of charge for the first 90 days of use. Number Referral Service for published numbers in place longer than 90 days will be charged as outlined below. Number Referral Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

Duration	Non-recurring Charge
1 month:	\$10.00
2 months:	\$20.00
3 months:	\$30.00
6 months:	\$45.00
9 months:	\$55.00
12 months:	\$65.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 Miscellaneous Service and Equipment, (Cont'd.)

3.11.6 Service Calls

When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, or has a move, add, or change request that requires a technician to be dispatched the Customer will be responsible for payment of a Technician Visit Charge.

Service Call Rates:

	<u>Non-Recurring Charge</u>	
Technician Visit Charge, per occurrence	\$150.00	

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.12 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 service 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.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.12 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 service 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 Section 2.1.10 of this Tariff. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.13 Virtual Foreign Exchange Service

Virtual Foreign Exchange Service is exchange service furnished from an exchange other than the one which normally serves the area in which the customer is located. Virtual Foreign Exchange Service is available when both the foreign rate center and the rate center in which the customer is located are served by a single switch and are supported by the same 911 selective router.

Virtual Foreign Exchange Service may be provided as Inbound Only, Outbound Only or Two-Way service. Virtual Foreign Exchange Service is available on the following services: Business Lines, Centrex Lines, Analog Trunks, Full Switched T1, Fractional Switched T1, ISDN-PRI and ISDN-BRI.

The local calling area that applies to Virtual Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange access service bearing the same NPA-NXX designation.

3.13.1 Restrictions

Mixing of Virtual Foreign Exchange Service lines and non-Virtual Foreign Exchange Service lines within a service arrangement such as Hunting, PBX and ISDN Trunk Groups is allowed only when non-Virtual Foreign Exchange Service lines/trunks hunt to Virtual Foreign Exchange Service lines/trunks.

Customer must subscribe to Virtual Foreign Exchange Service for a minimum contract period of one year. Virtual Foreign Exchange Service is co-terminus with the service to which it is terminated.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.13 Virtual Foreign Exchange Service, (Cont'd.)

3.13.2 Rates

The pricing listed below is in addition to the local access service rates which regularly apply for exchange access service bearing the foreign exchange NPA-NXX. See the applicable portions of this Tariff for applicable local rates. In addition, Customer will receive one foreign exchange directory listing at no charge.

Access Type	MRC	NRC
Virtual Foreign Exchange Business Line	\$20.00	\$25.00
Virtual Foreign Exchange Centrex Line	\$20.00	\$25.00
Virtual Foreign Exchange ISDN-BRI	\$20.00	\$25.00
Virtual Foreign Exchange Trunk (Per DS0 channel)	\$20.00	\$25.00
Virtual Foreign Exchange Full Switched T1	\$500.00	\$200.00
Virtual Foreign Exchange ISDN-PRI	\$500.00	\$200.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.14 National Local Service

National Local Service is available to Customers in areas where Company provides service by resale or so-called "UNE Platform" arrangements. In order to qualify for National Local Service, Customers must sign a minimum 2-year contract and order two or more lines. National Local Service is only available where facilities exist and operating conditions permit.

3.14.1 Basic Business Lines

Company will provide Basic Business Lines as described in Section 3.1.3.1 of the tariff. Basic Business Line Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges.

(a) Basic Business Lines include the following standard attributes at no cost:

- Touchtone
- One White Pages Directory Listing
- 911 Access
- One Yellow Pages Directory Listing
- Blocking Restrictions

(b) **Basic Business Line Optional Features** - Basic Business Line Customers may order the following Optional Features listed below at the Rates specified below.

- | | |
|-------------------------|---------------------------------------|
| Call Forward Busy | Call Forward No Answer |
| Call Forward Variable | Hunting |
| Speed Calling 8 | Call Waiting with Cancel Call Waiting |
| Three Way Calling | Caller ID Number Only |
| Caller ID Name & Number | Voicemail* |

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* Services not regulated under this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.14 National Local Service, (Cont'd.)

3.14.1 Basic Business Lines

(c) **Basic Business Line Rates and Charges** - Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below. All rates are based on a two-year term. Pricing for alternate term lengths will be offered on an individual case basis.

(1) Monthly Recurring Charges

	Plan A	Plan B	Plan C
Basic Local Line	\$36.78	\$32.73	\$28.60
Optional Features:			
Call Forward Busy	\$1.25	\$2.50	\$1.00
Call Forward No Answer	\$1.25	\$2.50	\$1.00
Hunting	\$2.95		
Call Forward Variable	\$1.00	\$6.00	\$3.00
Call Waiting with Cancel Call Waiting	\$3.75	\$6.00	\$3.00
Speed Calling 8	\$1.00	\$3.00	
Three Way Calling	\$3.75	\$5.00	\$3.00
Caller ID Number Only	\$10.00	\$8.50	\$8.00
Caller ID Name & Number	\$11.50	\$9.50	\$8.00
Voicemail*			

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(2) Non-Recurring Charges

	Plan A	Plan B	Plan C
Installation Charge (Per Line)			
First Line	\$57.10	\$75.00	\$45.00
Additional Line(s)	\$57.10	\$75.00	\$45.00

NOTE: Plan A is Pennsylvania / North Verizon territory. Plan B is Pennsylvania/ Verizon territory. Plan C is Pennsylvania / Sprint territory.

* Services not regulated under this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.14 National Local Service, (Cont'd.)

3.14.2 Private Branch Exchange (PBX) Trunks*

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- (a) **Service Description** - PBX Trunk Service provides customers with access to and from the Public Switched Telephone Network (PSTN) for inbound, outbound or two-way call traffic.

Two-Way Trunks - A Trunk which allows traffic to be transmitted from either the customer's PBX or the Company switching equipment.

One-Way, out only - One-Way Trunk that only allows traffic originating in the customer's PBX to be transmitted to the Company switching equipment.

One-Way, in only - A One-Way Trunk that only allows traffic from the Company switching equipment to be transmitted to the customer's PBX.

Direct Inward Dialing (DID) Service - A special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

*Effective December 17, 2008, this product will be available only to current customers at their current location.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.14 National Local Service, (Cont'd.)

3.14.2 Private Branch Exchange (PBX) Trunks, (cont'd.)

(b) Rates and Charges

PBX Trunk Customers will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Usage Charges, where applicable. Additional Federal, State, and Local taxes and Surcharges may also apply. Rates below are based on a two year term. Rates for alternate term lengths may be provided on an individual case basis.

Monthly	Plan A	Plan B	Plan C
PBX Trunks			
Two-Way	\$ 36.78	\$ 30.63	\$52.88
One-Way, out only	\$ 36.78	\$ 30.63	\$52.88
One-Way, in only	\$ 36.78	\$ 30.63	\$52.88
Optional Features			
DID Termination	\$ 26.00	\$ 25.00	
Hunting	\$ 2.95		
DID Numbers			
Per Blocks of 20	\$ 3.05	\$ 5.60	\$20.00
Per Blocks of 100	\$ 12.20	\$ 28.00	\$100.00

NOTE Plan A is Pennsylvania / North Verizon territory. Plan B is Pennsylvania/ Verizon territory. Plan C is Pennsylvania/Sprint territory.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.14 National Local Service, (Cont'd.)

3.14.2 Private Branch Exchange (PBX) Trunks

(b) Rates and Charges, (cont'd.)

Non-Recurring PBX Trunks	Plan A	Plan B	Plan C
Two-Way	\$ 57.10	\$ 75.00	\$45.00
One-Way, out only	\$ 57.10	\$ 75.00	\$45.00
One-Way, in only	\$ 57.10	\$ 75.00	\$45.00
Optional Features			
DID Termination	\$ 53.00	\$125.00	
DID Numbers			
Per Blocks of 20	\$ 74.00	\$15.00	\$400.00
Per Blocks of 100	\$ 296.00	\$75.00	\$500.00

NOTE: Plan A is Pennsylvania / North Verizon territory. Plan B is Pennsylvania/ Verizon territory. Plan C is Pennsylvania / Sprint territory.

c) Re-Dispatch Charge

Customers will be notified of this charge when the customer agrees to the FOC date. The customer will be informed that if a dispatch occurs for a cut and the customer is not ready – the customer will be penalized with this dispatch charge. If on the date for the turn up of Services, Company is not permitted access to the Customer’s or End User’s premise for any reason, then an additional installation charge of \$500.00 may apply if a re-dispatch is required in order for XO to turn up Customer’s Service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.15 Service Order Charge

Company will assess a Service Order Charge for each of the following Customer initiated requests made after 30 days from the installation of Service:

Primary Service Order Charge	
Adding lines, moving services, convert product types	\$50.00 per order
Record Order Charge	
Adding or changing directory listings, changing billing account information	\$15.00 per order
Subsequent Order Charge	
Adding new features, changing existing features	\$50.00 per order
PIC Change Charge	
Changing interLATA or intraLATA carrier	\$5.00 per line
Line Restoral Charge	
Re-establishing service after suspension for non-payment	\$20.00 per line
Technician Visit Charge	
Requests requiring a technician to be dispatched for work to be completed	\$150.00 per occurrence

3.15.A Emergency Redundancy Routing

Emergency Redundancy Routing (ERR) enables a Customer to establish an alternate routing solution when an emergency causing a communication failure or “all trunks busy” condition occurs. ERR will automatically reroute voice traffic to a number predetermined by the Customer. ERR is available with ISDN PRI, Digital T-1, and all XOptions packages.

ERR is available on a per T-1 basis , for up to four T-1s per location. ERR is available where facilities permit. The Company’s ability to redirect calls is dependent on the capabilities at the back-up site for ERR and redirecting large volumes of calls is not recommended.

Customer will be charged applicable non-recurring charges and monthly recurring charges. Customers will also be charged for any applicable usage charges incurred if the predetermined number is located outside of the Central Office of the ERR enabled telephone number.

	<u>Per T-1</u>
Non-Recurring Charge	\$250.00
Monthly Recurring Charge	\$ 28.00

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Some material on this page was moved from Pages 119, 127, 129, 131, 142, 144, 160, 254.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.15.B 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

3.15.C Supplemental Change Charge

Customers will be assessed a Supplemental Change Charge when a change is requested to an installation Service Order in progress. This non-recurring charge will be based on the total monthly recurring charges for the Service Order and the time at which the change was requested during the order process. These charges are outlined below:

Monthly Recurring Charge Range	NON-RECURRING CHARGES		
	Timeframe of Change Request		
	Within 2 Business Days of Order Acceptance	On or after 3 rd Business Day after Order Acceptance and up to the 5 th Business Day Prior to Due Date	Within 5 Business Days of Due Date
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

Changes made to Service Orders in progress may result in a change to the order due date. If the Customer requests to keep the original due date additional, charges may also apply as outlined in Section 2.1.7.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

The following sections will apply to customers who are served by a Central Office where the former Allegiance Telecom of Pennsylvania, Inc. has facilities and to existing Customers of XO Pennsylvania, Inc. as of January 31, 2005.

Category Two - Sections 3.16 thru 3.38

3.16 Connection Charges

3.16.1 General

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

The Customer may be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a service to existing equipment and/or service at one location.

Change: The change, including rearrangement or reclassification, of existing service at the same location.

3.16.2 Exceptions to the Connection Charge

The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.17 Suspension and Restoral Charges

3.17.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Restoral Charge, per line: \$20.00

3.17.2 Toll Service Restoral Charge

A restoral charge applies each time toll service is reconnected after non-payment of charges. The charge does not apply if local exchange service is restored simultaneously.

Toll Service Restoral Charge, per line \$20.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.18 Emergency Redundant Routing

Emergency Redundancy Routing (ERR) enables a Customer to establish an alternate routing solution when an emergency causing a communication failure or “all trunks busy” condition occurs. ERR will automatically reroute voice traffic to a number predetermined by the Customer. ERR is available with Digital PBX, Digital PBX Package, PRI Bundled Package, and True Business Total Communications and Digital Communications only.

ERR is available on a per T-1 basis , for up to four T-1s per location. ERR is available where facilities permit. The Company’s ability to redirect calls is dependent on the capabilities at the back-up site for ERR and redirecting large volumes of calls is not recommended.

Customer will be charged applicable non-recurring charges and monthly recurring charges. Customers will also be charged for any applicable usage charges incurred if the predetermined number is located outside of the Central Office of the ERR enabled telephone number.

	Per T-1
Non-Recurring Charge	\$250.00
Monthly Recurring Charge	\$ 28.00

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges

3.19.1 Service Ordering Charges

Charges are applicable when the Company receives or processes requests for service.

	Non- Recurring	
Primary Service Order Charge, per order Add/move lines, trunks, T-1/PRI, IAD, and Total Communications Change analog PBX trunks Convert RCF to UNE and vice versa	\$50.00	(I)
Subsequent Service Order Charge, per order Add/change Custom Calling or Miscellaneous features Add/change toll blocking options, Add/change DID Services Change RCF terminating number, Change hunting arrangement Upgrade/downgrade IAD channels, Add/change voicemail	\$50.00	(C)(I)
Account Set-Up Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00	
Record Order Charge, per order Add or change directory listings Change billing name or other changes to billing account Invoice consolidation/deconsolidation	\$15.00	
Technician Visit Charge, per occurrence (Applies to requests requiring a technician to be dispatched for work to be completed)	\$150.00	<div style="text-align: center;"> (C) (C) </div>

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.2 Network Switched Services

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 7 herein. Orders for services for the same Customer account made at the same time for the same premises will be considered one request. Charges for features or services associated with adds, moves and/or changes are provided in Section 3.4.1.

Charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

Line Connection Charge, per Line or Trunk

(Applies when new or additional line/trunk service is established.)

**Non-
Recurring**
\$75.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.19 Rates and Charges, (Cont'd.)****3.19.3 IntraLATA Toll Presubscription**

- A. IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA Toll Provider (ITP) which the customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

Each carrier will have on or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred intraLATA toll provider only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D (FGD) Switched Access Service to qualify as an intraLATA toll provider unless prior arrangements have been made with or by the Telephone Company. IntraLATA toll providers must submit an Access Service Request (ASR) prior to the intraLATA toll presubscription conversation date or prior to the date on which the carrier proposes to begin participating intraLATA toll presubscription, unless prior arrangements have been made with the Telephone Company.

Selection of an intraLATA toll provider by an end user is subject to the terms and conditions following:

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

- B.** At the option of the ITP, the nonrecurring charge for a change in intraLATA toll presubscription, as provided, here in, may be billed to the ITP, instead of the end user. This may involve charges resulting from end-user initial free choice PIC changes, as specified herein.

This option for the ITP to be billed for the PIC change charge instead of the end user is not available for orders placed directly via the Telephone Company's Business Offices.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

C. Presubscription Charge Application, (continued)

1. Existing end users may exercise an initial free presubscription choice, either by contacting the Telephone Company or by contacting the ITP directly. The initial free choice must be made within 90 days following implementation of intraLATA toll presubscription. The charge for the initial free choice change will be billed to the new ITP at the discretion of the Telephone Company. End users' choices which constitute exercising the free initial choice are:

- * Designating an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101XXXX, or other required codes.
- * Choosing no carrier as a primary carrier thus requiring 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's initial free selection, any subsequent selection made during the first 90 days after presubscription or any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge as set forth herein.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

C. Presubscription Charge Application, (continued)

2. New end users who subscribe to service after the presubscription implementation date (including an existing customer who orders an additional line) will be asked to select a primary ITP when they place an order to Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA toll carrier at the time, the Telephone Company may extend a 30 day period following completion of the service request to make an intraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make intraLATA toll calls.

Initial free selections available to new end users are:

- * Designate an ITP as their primary carrier thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101XXXX, or other required codes.
- * Choose no carrier as a primary carrier thus requiring 101XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company. In addition, new end users that do not select a preferred carrier will be assigned a "No-PIC".

Following a new end user's initial free selection, any subsequent selection made following implementation of intraLATA toll presubscription is subject to a nonrecurring charge as set forth herein.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

C. Presubscription Charge Application, (continued)

3. If an ITP elects to discontinue Feature Group D service after implementation of the intraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred intraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP, and state that the canceling ITP will be the PIC change charge as provided herein. The ITP must provide written notification to the Telephone Company that this activity has taken place.

Following the ITP's discontinuance of service, the Telephone Company will bill the canceling ITP the change charge for each end user that is currently designated to the ITP at the time of discontinuance.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

C. Presubscription Charge Application, (continued)

4. An authorized PIC change is a change in the presubscribed intraLATA toll provider that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in intraLATA presubscription occurs, the ITP making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided herein. In addition, the ITP will be assessed the applicable charge for returning the end user to their preferred intraLATA toll provider.

If an unauthorized change in intraLATA toll presubscription and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed ITP is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the ITP will be assessed the applicable charges for returning the end user to their preferred intraLATA toll provider as herein and in the Telephone Company's corresponding F.C.C. Tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

D. Equal Access Recovery Charge

The Equal Access Recovery Charge is a charge to recover the costs that the Company has directly incurred in connection with the implementation of intraLATA toll presubscription. The Equal Access Recovery Charge is billed to intraLATA toll providers.

E. End User Charge Discrepancy

1. When a discrepancy is determined regarding an end user's designation of a preferred intraLATA toll carrier, the following applies depending upon the situation described:

- * A signed letter to authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- * When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- * If an end user denies requesting a change in intraLATA toll presubscription as submitted by an ITP, and the ITP is unable to produce a letter to authorization, signed by the end user, the ITP will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The ITP will also be assessed the intraLATA toll presubscription change charge as specified herein, which was previously billed to the end user.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

E. End User Charge Discrepancy, (continued)

2. Verification of Orders for Telemarketing

Neither the ITP or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slammng practices and procedures.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.19 Rates and Charges, (Cont'd.)

3.19.3 IntraLATA Toll Presubscription, (cont'd.)

F. Rates and Charges

	Rate per line
Change in IntraLATA Toll Presubscription	\$3.75
Change in InterLATA PCI	\$3.75
Unauthorized Bus or Res Service Change	\$36.75

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features

3.20.1 General

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change made to features or a group of features included in the Customer's service. Charges are provided at Section 3.19.1.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.2 Description of Line Features

The following features are for end user lines:

Speed Dial 8 - Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 30 - Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Return Call - Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID/Number Only - Allows the subscriber to view the listed telephone number from which the incoming call is dialed before the call is answered. The calling number is displayed on a Customer provided compatible device attached to the Customer's telephone line.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit will include listed, non-listed, and non-published telephone numbers.

The telephone numbers that will not be displayed to a Caller ID subscriber are: (1) calls from callers who use Per-Call or Per-Line Blocking; (2) calls from callers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator.

Caller ID Deluxe - Allows subscriber to view listed name associated with the telephone number before the phone is answered. The calling number and name are displayed on a Customer provided compatible display device attached to the Customer's telephone line.

Caller ID Privacy - Blocks the delivery of customer's Caller ID information on a per trunk group basis. Available with Digital PBX, PRI and Digital Total Communications services, except where there are restrictions.

Restrictions: NONE

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.2 Description of Line Features, (cont'd.)

Three Way Calling - The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group.

Call Forwarding Variable - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding Busy Line - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding Don't Answer - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.20 Central Office, Line and Trunk Features, (Cont'd.)****3.20.2 Description of Line Features, (cont'd.)**

Call Forwarding Busy Line/Don't Answer - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy or when the called number does not answer within the number of rings programmed by the Company.

Simultaneous Call Forwarding - Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding customer is responsible for the payment of any applicable toll charges for each call between the Simultaneous Call Forwarding telephone and the line to which the call is being forwarded.

Call Waiting/Cancel Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Call Trace - This service allow a called party to initiate an automatic trace of the last called received. Call Trace is available on a usage basis only. After receiving the call, which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Telephone Company. The customer using Call Trace is required to contact the Telephone Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.20 Central Office, Line and Trunk Features, (Cont'd.)****3.20.2 Description of Line Features, (cont'd.)**

Distinctive Ring - This feature allows a Customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to call waiting. Available only to single lines or the last line of a multi-line hunt group.

Call Transfer - This feature allows a user to establish a three-way call, then being able to disconnect in order to transfer the call and release from the line.

Direct Connection (Hot Line) - Direct Connection (Hot Line) service is an automatic dialing feature, which provides the customer the ability to establish a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined number. Calls cannot be traced and 911 service is not accessible.

Remote Access to Call Forwarding Variable - This feature combines call forwarding with remote access capability. In addition to the current call forwarding feature-access method, the Remote Access Call Forwarding feature provides Customers access from any tone-type address signaling capable telephone. The Customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Remote Access Call Forwarding feature, a Personal Identification Number (PIN) and a feature code.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.2 Description of Line Features, (cont'd.)

Repeat Dialing - The Automated Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be accessed with Repeat Dialing:

- a. Calls to Toll Free 8XX service numbers
- b. Calls to 900 and 976 service numbers
- c. Calls preceded by an interexchange carrier access code
- d. International Direct Distance Dialed calls
- e. Calls to Directory Assistance
- f. Calls to 911

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.2 Description of Line Features, (cont'd.)

Anonymous Call Rejection (ACR) - In addition to the ability to see the telephone number and/or name of incoming call, Caller ID services may also, as facilities permit, provide a subscriber with the ability to reject calls from callers who have chosen to block the passage of their telephone numbers and/or names on outgoing calls. This feature, called Anonymous Call Rejection (ACR), will be automatically available to all Caller ID services' customers free of charge.

ACR will be initially provided to the subscribers in the deactivated mode. It can be activated and deactivated by dialing a special code. When activating or deactivating ACR, subscribers will hear a confirmation tone. ACR will remain either on or off until the subscriber dials the deactivation or activation codes.

User of Per-Call Blocking or Per-Line Blocking will not be able to complete calls to Caller ID subscribers who have activated the ACR. In this instance, the person placing a call will hear an announcement indicating that the called party does not wish to answer blocked calls. The Caller ID subscribers' telephones will not ring.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.2 Description of Line Features, (cont'd.)

Anonymous Call Rejection (ACR) - (continued)

Blocked calls routed to the ACR announcement will not be rated as completed calls.

Callers who block their telephone numbers and/or names can complete calls to the ACR activated subscribers by:

1. Placing the call by un-blocking the telephone number;
2. Placing the call through an operator, which may involve charges in addition to the cost of the call.

The live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.20 Central Office, Line and Trunk Features, (Cont'd.)****3.20.2 Description of Line Features, (cont'd.)**

Caller ID Per-Call Blocking (PCB) - Per-Call Blocking will be automatically available to all customers served by the Company, free of charge and on an unlimited basis. This blocking option will allow callers to block the passage of their telephone numbers and/or names on outgoing calls by dialing a special code, prior to making each call. When the caller activates this feature, the Caller ID subscriber's display unit will indicate that the incoming call has been blocked.

PCB will not prevent the delivery of the telephone numbers to 911 emergency service providers. All Public and Semi-Public telephones in the Company serving area will only be equipped with the Per-Call Blocking option. Instructions on how to use the blocking will be provided at each public telephone location.

Caller ID Per-Line Blocking (PLB) - Caller ID Per-Line Blocking will allow callers to automatically prevent the display of their telephone numbers and/or names on a permanent basis unless the service is deactivated, on a per call basis, by dialing a special code. If the caller deactivates the PLB before placing a call, PLB will automatically resume after the un-blocked call is completed.

PLB will be available to all customers in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for PLB will be provided at no charge. Subsequent requests for PLB for the same customer and telephone number at the same address may be charged the applicable non-recurring charges(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

PLB will not prevent the delivery of telephone numbers to 911 emergency service providers. PCB and PLB also apply to the type of Return Call Service that will also announce to the subscriber of this service the telephone number of the last incoming call.

Currently, PCB and PLB will not work for callers who place calls to 800, 900, and/or other toll free numbers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.3 Rates and Charges for Features

Monthly Rates and Per Usage Rates are provided in this Section.

Monthly Recurring

Call Waiting/Cancel Call Waiting	\$6.00
Call Forwarding Variable	\$5.00
Call Forwarding Busy Line	\$2.50
Call Forwarding Don't Answer	\$2.50
Call Forwarding Busy Line/Don't Answer	\$2.50
Simultaneous Call Forwarding	\$2.50
Distinctive Ring (per dependent number)	\$6.50
Return Call	\$5.00
Speed Calling 8	\$5.00
Speed Calling 30	\$6.50
Three Way Calling	\$5.00
Remote Access to Call Forwarding Variable	\$7.00
Caller ID (Number Only)	\$8.50
Caller ID Deluxe (Name and Number)	\$10.69
Caller ID Privacy	N/C
Anonymous Call Rejection (included in Caller ID)	N/C
Repeat Dialing	\$3.00
Call Transfer	N/C
Per Call Blocking for Caller ID	N/C
Per Line Blocking for Caller ID	N/C
Direct Connection (Hot Line)	\$3.00*

(I)

* A non-recurring charge of \$7.00 applies.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.20 Central Office, Line and Trunk Features, (Cont'd.)****3.20.3 Rates and Charges for Features, (cont'd.)****Feature Package Rates**

The following discounts apply, per feature, to monthly rates when a customer subscribes to multiple custom calling features. Discount provision does not apply to Call Forwarding Busy, Call Forwarding Don't Answer, Call Forwarding Busy/Don't Answer, Caller ID, Caller ID Deluxe, Anonymous Call Rejection, Per Call Blocking, Per Line Blocking, or Call Transfer.

Price Discount

Two features, per line	15%
Three features, per line	20%
Four features, per line	25%
Five features, per line	30%

Per Usage Feature Charge

Call Trace (per call activation)	\$1.00
Return Call	\$0.85
Three-Way Calling	\$0.85
Repeat Dialing	\$0.85
Block Call Trace	N/C
Block Call Return	N/C
Block Three-Way Calling	N/C
Block Repeat Dialing	N/C
Block All Usage Sensitive Features	N/C

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.20 Central Office, Line and Trunk Features, (Cont'd.)****3.20.3 Rates and Charges for Features, (cont'd.)**

The following nonrecurring service charges apply to change orders for subscription Optional Central Office Services. One charge applies per line, per order regardless of the number of services being changed or added. The nonrecurring Product/ Service Charge is in addition to applicable charges for other work being performed.

	Non- Recurring
Change Order Charge for Custom Calling Features, per line (Applies when a customer changes custom calling features on an existing account)	\$10.00
Per Call Block (Caller ID feature) (Applies to reconnection of Call Blocking for the same customer at the same address)	\$20.00
Line Blocking (Caller ID feature) (Applies to reconnection of Line Blocking for the same customer at the same address)	\$20.00
<p>For subscription requests received within a 90-day period following the initial provision of central office facilities, the introduction of new services, or the enhancement of existing services, the Company will waive the nonrecurring Product/Service Charge for the establishment of selected Optional Central Office Services.</p>	
Caller ID Privacy	\$20.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.4 Description of Line/Trunk Features

The following features are for end user Lines and/or Trunks:

Hunting - Line hunting which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines or trunks from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Touch-Tone Service - Provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.

3.20.5 Rates and Charges for Line and Trunk Features

	Non- Recurring	Monthly Recurring
Hunting	\$32.00	N/C
Touch Tone, - Per Line Arranged	N/C	N/C

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.6 Description of Central Office Features

Remote Call Forwarding* - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call. (C)

Remote Call Forwarding service is offered subject to availability of suitable facilities.

Remote Call Forwarding service is not offered where the terminating station is a coin telephone.

The Company will not provide identification of the originating telephone number to the RCF Customer.

Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Remote Call Forwarding service is not represented as suitable for satisfactory transmission of data.

One directory listing in the Alphabetical Directory is provided without charge. End User Common Line Charge does not apply.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

Remote Call Forwarding service will only be provided when, in the judgment of the Company, the Customer subscribes to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

* As of March 17, 2007, this product will only be available to current customers. (C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.20 Central Office, Line and Trunk Features, (Cont'd.)

3.20.7 Rates and Charges for Central Office Features

	Monthly Recurring
Remote Call Forwarding, per path	\$18.56
	Non-Recurring
Remote Call Forwarding, per path Primary Service Order Charge	\$82.00
To change the number associated with the access path	\$45.00
To change the number to which calls are forwarded	\$45.00
To change both numbers at the same time	\$82.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.21 Directory Assistance

3.21.1 General

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers. The regulations and rates set forth following apply when Customers of the Company request assistance in determining any intrastate or interstate telephone number.

There is no allowance for free Directory Assistance calls provided to customers subscribing to business services.

A maximum of two (2) requested telephone numbers per call are permitted.

(A) Directory Assistance Rates

Rate Per Call	\$2.25	(I)
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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services

3.22.1 General

The Company provides Operator Services to its subscribers.

The following regulations and rates apply to local message calls placed through an Operator or to Operator Station-to-Station and Mechanized Station-to-Station calls between points in Metro Call Bands 1 through 5 as identified in the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C. -No. 182 Tariff, Section 3. (C)

The line operator surcharge will be waived for victims of domestic violence, the staffs of domestic violence program agencies (when involved in domestic violence counseling) and emergency services personnel (while in the performance of their jobs).

3.22.2 Regulations

- 1) The following rate schedules apply to calls placed through a Residence Dial Tone Line, Business Dial Tone Line, and Pay Telephone Line.
- 2) All other applicable rates, charges and regulations can be found in other tariffs of the Company.
- 3) The local calling areas of each Exchange Area are identical to those which appear in the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C.- No. 182 Tariff, Exchange Areas or Zones.
- 4) Local Calling Areas and Exchange Area Maps are contained the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C. -No. 182 Tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services, (Cont'd.)

3.22.3 Description of Services

Station-to-Station - A service where the person originating the call dials the telephone number desired, or gives to the company operator the telephone number of the desired line, branch exchange, branch exchange which is reached directly rather than through a branch exchange, or gives only the name and address under which the number of the desired line, or branch exchange is listed, and does not specify a particular person to be reached, nor a particular line, department or office to be reached through a branch exchange.

Collect Calling - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a third number. In the case of a public or semi-public coin telephone, the charges must be billed to a third number, or the call may be re-originated from the called service point. (C)

Third Number Billing - A billing arrangement by which a message may be charged to an authorized service point as determined by the company other than the service point originating the call or the service point where the call is terminated. (C)

Person to Person - Calls completed with the assistance of the Company operator to a particular person, station, department, or PBX extension specified by the calling party. Where this service is available, rates and charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services, (Cont'd.)

3.22.4 Local Operator Services Rate Schedules

1) Operator Local Calls – Rate Schedules

Calls placed through the operator between points in the local and IntraLATA calling area are charged the following Operator Service Charges:

Operator Station-to-Station *	\$2.80
Mechanized Station-to-Station	\$1.40
Collect or Third Number Billing	\$2.80
Person-to-Person	\$5.00

Calls placed through the operator between points in the Message Corridor area are charged the following Operator Service Charges:

Operator Station-to-Station *	\$2.25
Collect or Third Number Billing	\$2.25
Person-to-Person	\$3.30

* Includes special billing number, operator dialed and completed calls and all Time and Charge request calls (except hotel/motel guest originated as provided in the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C.-No. 1 Tariff). The live operator surcharge will be waived for victims of domestic violence, the staffs of domestic violence program agencies (when involved in domestic violence counseling) and emergency services personnel (while in the performance of their jobs)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services, (Cont'd.)

3.22.4 Local Operator Services Rate Schedules

2) Dialed Station-to-Station Measured Local Use Rates

(a) Dialed Station-to-Station Calls – Metro Call Band 1 ¹

Applies to Direct Dialed local Message

	Rate Per Message	
Weekday Rate: Monday through Friday, 8:00 a.m. to 4:59 p.m.	\$0.0840	(I)
Evening Rate: Monday through Friday, 5:00 p.m. to 9:59 p.m.	\$0.0840	(I)
Night/Weekend Rate: 10:00 p.m. Friday through 7:59 a.m. and all day Saturday and Sunday.	\$0.0336	(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services, (Cont'd.)

3.22.4 Local Operator Services Rate Schedules, (cont'd.)

2) Dialed Station-to-Station Measured Local Use Rates , (continued)

(b) Metro Call Bands 2-5 Rates and Time of Day Applications ¹

Metro Call Band	Day		Evening (Off Peak)		Night/Weekend		
	Initial Minute	Add'l. Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	
2	\$0.1080	\$0.0360	\$0.0600	\$0.0240	\$0.0360	\$0.0120	(I)
3	\$0.1440	\$0.0480	\$0.0840	\$0.0360	\$0.0480	\$0.0120	
4	\$0.0180	\$0.0720	\$0.1080	\$0.0480	\$0.0600	\$0.0240	
5	\$0.2160	\$0.0840	\$0.1320	\$0.0480	\$0.0600	\$0.0240	(I)

(c) Time of Day Rate Application for Metro Call Bands 2-5:

	Rate Per Message	
Weekday Rate: Monday through Friday, 8:00 a.m. to 4:59 p.m.	\$0.0840	(I)
Evening Rate: Monday through Friday, 5:00 p.m. to 9:59 p.m.	\$0.0840	(I)
Night/Weekend Rate: 10:00 p.m. Friday through 7:59 a.m. and all day Saturday and Sunday.	\$0.3360	(I)

Calls will be charged the Evening rates regardless of the time period the call is placed on the following Company recognized National Holidays: New Year's Day (January 1), President's Day (third Monday in February), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

¹ These rates apply to all existing customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.22 Local Operator Services, (Cont'd.)

3.22.4 Local Operator Services Rate Schedules, (cont'd.)

2) Dialed Station-to-Station Measured Local Use Rates , (continued)

(d) Metro Call Bands 1-6 Rates¹

Metro Call Band	Increment	Rate
Call Band 1	Per call	\$0.078
Call Band 2	Per minute	\$0.06
Call Band 3	Per minute	\$0.06
Call Band 4	Per minute	\$0.084
Call Band 5	Per minute	\$0.084
Call Band 6	Per minute	\$0.084

(I)

(I)

¹ These rates apply to new customers as of June 1, 2002.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.23 Busy Verification and Interrupt Service

3.23.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

3.23.2 Rate Application

a) A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress, or
2. The operator verifies that the line is available for incoming calls.

b) Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

c) No charge will apply when the calling party advises that the call is from an official public emergency agency.

3.23.3 Rates

	Rate Per Call
Verification Charge, each request	\$1.55
Interrupt Charge, each request	\$2.20

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.24 Intercept Services

3.24.1 General

Intercept Service provides a recorded announcement that states the line number status and a referral number, if available, for calls placed to a disconnected or changed business line number.

Intercept Service is subject to the availability of facilities.

Basic Intercept Service is provided free of charge to business customers for primary and DID numbers upon request for a minimum of 90 days. A charge applies per month per number for Extended Intercept Service in which a request is made for intercept service beyond the initial free time period. The service will be available for a maximum of nine months following the initial free period or Basic Intercept Service.

The charge for this service is billed in advance as a one time charge on the final invoice for that number, and is based on the length of time service is requested.

3.24.2 Charges

	Monthly Charge
Basic Intercept Service	N/C
Extended Intercept Service, per number referred	\$10.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.25 Directory Listing Services****3.25.1 General****1) Names Used as Listings**

A listing in a telephone directory is for the convenience of the public in associating a party's name with the proper call number. A name will be listed only if: (1) it will lead to a positive and particular identification of the party; (2) it is a name that the party is legally authorized to use; (3) the party is using it in the community; and (4) it is not misleading, deceptive, or confusing. Upon receipt of a complaint that a listing is misleading, deceptive, or confusing, or if the Company has reason to believe or suspect that a proposed listing will mislead, deceive, or confuse the public, the Company shall take the following actions. The Company will require the complaining party, if any, to put their complaint in writing, with supporting documents, if any, and an affidavit swearing to the truthfulness of the complaint. The Company will mail a copy of the complaint, supporting documents, if any, and affidavit to the subscriber to the listing by registered or certified U.S. mail; or, in the case of a proposed listing which the Company questions, the Company will likewise mail a letter of inquiry, objection, or rejection by the Company. The party whose listing is in question will have fourteen (14) days to respond, in writing, with supporting documents, if any, and with an affidavit. If no response is received in fourteen (14) days, the Company will delete the listing from future directories and from its Directory Assistance Records.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

1) Names Used as Listings, (continued)

If a response is received, the Company will make any further inquiries it chooses, will consider the nature and purpose of the listed party's activities, and will reach an opinion whether the listing will mislead, deceive, or confuse the public. The Company shall advise all interested parties in writing of its opinion and the reason for its opinion, and shall inform the parties of their right to file a complaint with the Pennsylvania Public Utility Commission if they are unwilling to abide by the Company's decision. All complaints concerning listings in a directory that are received ninety or more days before the deadline for submitting listings for the next issue of that directory will be resolved before the deadline. A party whose listing is complained of or deleted will indemnify and hold harmless the Company from any costs and liability arising out of the appearance or non appearance of the listing. This regulation is intended to apply only to a party who desires a telephone directory listing. A party desiring a non published or non listed telephone number may not obtain such non published or non listed telephone number by deliberately requesting a listing which will not lead to a positive and particular identification of the party, which is not a name that the party is legally authorized to use, which the party is not using in the community, or which is misleading, deceptive or confusing.

The Company, upon notification to the subscriber, will discontinue any listing which includes therein the trade name of another upon notice to the Company from the party controlling the proprietary right to such trade name of its unauthorized use.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

2) Parties Listed

(a) Authority for Listings

The contracting individual, partnership or corporation is ordinarily the User of the service. However, one party may contract for service for the use of another party. Throughout this text the contemplated user of the service, whether this is the contracting party or the party for whom the service is provided, is referred to as the Customer.

The main or first listing is ordinarily in the name of the Customer. The contracting party is permitted to designate with the consent of those designated the names of other individuals, partnerships or corporations to be used in listings of the service, provided the listings are as described in (b) and (c) following and are not repetitions.

Listings associated with services provided to Customers are subject to the appropriate business rates and regulations shown in this tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

2) Parties Listed, (continued)

(b) Business Service Listings

In connection with business service, listings may be of members of the partnership, officers of the corporation, agents, employees, or of a business house which the customer represents or owns, including a partnership or corporation under his control, or may be of "Joint Users" furnished service in accordance with the regulations in the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C. No. 1 Tariff.

Patrons (clients or Customers) of resellers or sharers are not entitled to a listing(s) without charge. However, the Customer of record may have its patron(s) listed in accordance with the regulations and at the applicable rates for charge listings.

If the business telephone is located in the Customer's residence, listings may be of members of the Customer's household and may include a residence designation.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

3) Text of Listings

A listing consists of the name of the Customer, the address where the service is located and the telephone number and is usually confined to one line in the directory. Abbreviations of designations and addresses are used whenever possible, without destroying the clarity of the listing.

4) Numbers Omitted From the Directory

a. Initial Dial Tone Lines

The telephone numbers of all initial dial tone lines are listed in the directory and in the Directory Assistance Records of the Company except as otherwise specifically provided in this tariff section.

b. Pay Telephone Lines

Telephone numbers of Network Controlled Coin and Coinless lines (one-way outgoing) and Network Controlled Inmate Lines (two-way and one-way) are omitted from the directory and from the Directory Assistance Records.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

c. Non Published Telephone Number Service

At the request of the Customer, the numbers of initial dial tone lines may be omitted from the directory and from the Directory Assistance Records of the Company, subject to the rates in Section 3.25.2 following. These numbers are designated as "Non-Published Telephone Numbers." Unless the specific call number is given by the person calling, connection will not be established with a telephone having a "Non Published Telephone Number."

d. Non Listed Telephone Number Service

At the request of the Customer, the numbers of initial dial tone lines may be omitted from the directory only, subject to the rates in Section 3.25.2 following. These numbers are designated as "Non Listed Telephone Numbers" and are included in the Directory Assistance Records of the Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.1 General, (cont'd.)

4) Numbers Omitted From the Directory, (continued)

e. Additional Dial Tone Lines

The numbers of additional dial tone lines which are operated as a group at the central office are omitted from the directory and Directory Assistance Records, except that:

- (1)** They may be used as alternate call numbers under the regulations of Section 3.25.3 following.
- (2)** The number of the last line in the group may be used for listing the location of an extension station on that line, if the location is entitled to be listed and the extension does not have access to the initial listed line of the group.

If additional dial tone lines are not operated as a group at the central office, the numbers may be omitted from the directory and Directory Assistance Records or may be included at the option of the Customer, subject to the regulation in f. following.

When omitted from the directory, the numbers of additional dial tone lines are not included in the Directory Assistance Records.

f. Limitation on Customer-Provided Branch Exchange System Listings

Only one call number may be used in listings of a Customer-provided branch exchange system, except that one call number of a separate group of one or more dial tone lines, not operated at the central office as a unit with the first group, may be listed if the dial tone line group is used for segregating calls to a special department or individual or to a separate partnership or group under the Customer's control.

g. Outward WATS Service

Listings are not furnished in connection with outward WATS service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.25 Directory Listing Services, (Cont'd.)****3.25.1 General, (cont'd.)**

- 5) Listings of Extension Service and Branch Exchange Telephone Locations**

Listings containing the address of an extension or branch exchange telephone, located in a building having a different address than the main telephone or branch exchange location, are furnished subject to the same regulations which apply to listings of the main service location, except that no listing will be furnished of the address of a branch exchange telephone provided only for intercommunication with other telephones of the same branch exchange system.
- 6) Listing of In dialing Service or Centrex Service**

In addition to the main listed number for which calls are answered at an attendant or night service location, the numbers of Centrex or In dialing service stations other than Centrex service station lines in the living quarters of students or employees of an educational institution, which can be reached by direct inward dialing may be listed at charges specified in Section 3.25.2 following. Such listings may include names, designations and addresses as authorized by other regulations in this tariff section. A note following the main service listing may be provided without additional charge calling attention to the fact that station lines may be dialed directly if the number is known.
- 7) Application of Listing Charges**

Listing charges apply from the day the listing is inserted in the Directory Assistance Records.
- 8) Listing of Toll Free Service**

Toll Free Service listings will be provided on a charge basis only.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.2 Directory Listings Rates

1) Listings Furnished Without Extra Charge

Customer Listings in Regular Alphabetical List:

Listings are furnished without extra charge as indicated following, and may include listings indented or placed under a caption.

	Number of Listings
Business Service Listings:	
For each business telephone number listed, except Numbers of Centrex or In dialing Service station lines	1
Joint User Listings:	
For each joint user	1
Foreign Exchange Service Listings:	
For each number listed in the alphabetical list for the foreign exchange	1

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.2 Directory Listings Rates, (cont'd.)

2) Charge Listings

- (a) Listings of the type covered in 1), preceding, in addition to the number specified therein

	Monthly Recurring	
For each business listing	\$3.70	(I)

In addition, a Product/Service charge applies as follows:

- For each business listing requested in excess of the number provided without extra charge as specified in Section 3.25.2 preceding.
- For each change requested in an existing business listing as specified in Section 3.25.1 preceding.

	Non- Recurring
First business listing requested, per order	\$15.00
Each subsequent business listing requested on the same order	\$ 9.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.2 Directory Listings Rates, (cont'd.)

2) Charge Listings, (continued)

(b) Alternate Call Number Listings - Applies to:

	Monthly Recurring	Non- Recurring	
First business listing requested, per order	\$ 3.70	\$15.00	(I)
Each subsequent business listing requested on the same order	\$ 3.70	\$ 15.00	(I)
First existing business listing rearranged per order		\$15.00	
Each subsequent existing business Listing rearranged on the same order	----	\$ 15.00	
Duplicate Listings ¹	\$ 3.70	\$15.00	(I)
Foreign Listings ¹	\$ 3.70	\$15.00	
Reference Listings ¹	\$ 3.70	\$15.00	(I)

¹ Business Listing Rates and Regulations apply subject to exceptions provided in this Section

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.2 Directory Listings Rates, (cont'd.)

2) Charge Listings, (continued)

(c) Toll Free Service

	Monthly	Recurring
First listing requested, per order	\$ 2.05	\$15.00
Each subsequent listing requested on the same order	\$ 2.05	\$ 15.00
First existing listing rearranged, per order	----	\$15.00
Each subsequent existing listing rearranged on the same order	----	\$ 15.00

3) Non Published Telephone Number Service

	Monthly	Recurring	
Each Non Published Telephone Number	\$ 2.80	\$15.00 ¹	(I)
4) Non Listed Number, Each	\$ 1.90	\$15.00 ¹	(I)
5) Caption Listing	N/C	N/C	

¹ The Product/Service charge will apply only when Customers are not requesting billable orders with Product/Service charges for other services from the Company at the time the order is requested.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.3 Alternate Call Number Listings

1) Conditions Under Which Furnished

When it is desired to have calls for a listed telephone number placed for another telephone number, arrangements may be made to list the alternate call number in association with the listing of the primary call number under the following conditions:

- (a)** The alternate call number may be that of a line of the same or a different Customer in the same or in another exchange, but may not be a non published telephone number or a non listed telephone number.
- (b)** The Customer to whom the alternate call number is to be assigned must furnish written consent to the arrangement from the Customer whose telephone number is to be used as the alternate call number, except when the alternate call number is that of another dial tone line of the Customer to whom the alternate call number is assigned or of the dial tone line of a party associated with the Customer as described in Section 3.25.1 preceding.
- (c)** The Customer desiring the listing of the alternate call number must make satisfactory arrangements for receiving calls at the alternate call number location.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.3 Alternate Call Number Listings, (cont'd.)

2) Directive Note Combined with Listing

The alternate call number listing appears in the telephone directory immediately under the primary call number listing. The following types of alternate call number listings indented under the primary listings are furnished at the rates in Section 3.25.2:

Deal Mfg Co. Surg Insts 1690 Pine	564-0560
Res of Richard Boone	724-2699
(or) Res of Service Manager	567-0216
(or) If no answer	567-0216
(or) After.....PM (weekdays)	567-0216
(or) Bet.....PM &....AM (weekdays)	567-0216
(or) At Night	567-0216
(or) Sundays & Holidays	567-0216
(or) After business hours	567-0216
(or) After office hours	567-0216
(or) Nights Sundays & Holidays	567-0216

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.3 Alternate Call Number Listings, (cont'd.)

3) Directive Note Separate From Listings

(a) Arrangement

When more than one alternate call number is provided, a designation and address may be associated with each number listed under a directive note. The following example is illustrative:

Suture O A Phys ofc 1770 Pine	567-3456
If no answer	
Res 5383 Spruce	747-6298
Physicians Exchange	564-5000

(b) Listings

For each listing under the note the alternate call number listing charge specified in Section 3.25.2 preceding applies. The designations may be any of those authorized under Section 3.25.7 for indented and caption listings and in addition may consist of the names of any other individuals or concerns with whom arrangements have been made for the receipt of alternate calls. For alternate call number listings of residence locations the forms of designation shown in the following examples may be used, where appropriate, in place of the single term "residence":

Res of T F Link.....(Telephone Number)
 Res of Service Manager.....(Telephone Number)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.4 Duplicate Listings

A Customer may be furnished a duplicate listing, including an alternate call number associated with the listing, which from a service standpoint is considered necessary to facilitate the use of the directory by the public. For example: A Customer's name spelled in two (2) ways may be listed twice in alphabetical order according to the different spellings; a hotel may be listed under "H" (Hotel) as well as under the letter where the distinctive name of the hotel is listed; an apartment house or office building may be listed additionally by street number in either or both of the following ways:

Eighteen Ninety Walnut St. Apts..... 567-9050
(or) Number 1890 Walnut St. Apts..... 567-9050

Rates are as shown in Section 3.25.2 preceding.

3.25.5 Foreign Exchange Service Listings

When foreign exchange service is listed in the alphabetical list for the foreign exchange, a listing of the service in the alphabetical list for the local exchange in connection with contiguous exchange service must be included unless the Customer has a local service listing and requests the omission, but in connection with non-contiguous exchange service is omitted unless its inclusion is requested by the Customer. Rates are as shown in Section 3.25.2 preceding.

3.25.6 Foreign Listings

A Customer or an additionally listed party may be listed in an alphabetical list other than that in which the Customer is regularly listed. Such listings may be indented or placed under a caption. (See Section 3.25.7 following). Rates are shown in Section 3.25.2 preceding except that foreign listings of groups of Customers may be furnished without charge when it is determined by the Telephone Company that it is desirable to do so in order to facilitate finding telephone numbers in cases where the boundaries of the exchanges comprising the regular list for such Customers do not coincide with the municipal, postal or other geographical designations of their locations.

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.25 Directory Listing Services, (Cont'd.)****3.25.7 Indented and Caption Listings****1) Conditions Under Which Furnished**

A Customer is permitted to have listings indented or, except in the case of one business and one residence listings, to have them placed under a caption without extra charge for the indented or caption arrangement when the Customer has:

- (a) A business listing and a residence listing of the same service at the same address.
- (b) Two or more listings of the same or different services at different addresses.
- (c) Two or more listings of different services at the same address. Sub captions may also be furnished without charge, when required.

2) Arrangement**(a) Indented Listings**

One or more listings are indented under an original listing of the same Customer without repetition of the name.

The following are examples of indented listings furnished:

Smith John Tailor 1690 Pine	545-2875
Residence 1690 Pine	545-2875
Doe John Lawyer 8 S. Broad	545-2875
Residence 1896 Westmoreland	232-8462
Roe Richard Dentist 607 S 17	545-3084
Residence 607 S 17	545-5215

 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.25 Directory Listing Services, (Cont'd.)****3.25.7 Indented and Caption Listings, (cont'd.)****2) Arrangement, (continued)****(a) Indented Listings, (continued)**

Apex Department Store 1316 Chesnut	545-1275
Warehouse 1315 Sansom	545-1275
Garage 1204 Spruce	545-1275
Employment Dept 1316 Chesnut	545-3120

(b) Captions and Subcaptions

Two or more listings may be placed under a caption consisting of the name of the Customer or of any of the parties which the Customer is entitled to list as set forth under Section 3.25.1 preceding, together with a designation or title where the name is not indicative of the business or profession.

One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

The following is an example of caption and subcaption listings furnished:

Van Horn Co Bakers	
General Offices 516 S 15	735-4550
Retail Shops	
1813 E Allegheny Ave	634-6114
3634 N Broad	232-9758
Cafeterias	
219 S Broad	545-2488
3520 Chestnut	222-5607

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.25 Directory Listing Services, (Cont'd.)****3.25.7 Indented and Caption Listings, (cont'd.)****3) Listings**

Listings of the Customer's services indented or placed under a caption or subcaption consist of a designation, an address and a telephone number. The designation may be omitted where it is explicit in the caption or subcaption. The address may be omitted where the designation contains information necessary to segregate calls and an address is not required. The designations permitted may consist of:

- (a)** Any of the names or designations which the Customer is entitled to list as covered under Section 3.25.2 preceding, e.g.:
- (1) Stevens John Mgr (Officer)
 - (2) McGrady Construction Co (Controlled Corporation)
 - (3) Residence (Name appears in caption or first listing of indented arrangement)

Individual names may be placed under a caption only when they are listed also in their proper alphabetical order and only when the caption is in the name of the Customer.

- (b)** A branch, department or division of the business when necessary for the proper completion of calls, e.g.:
- (1) Warehouse
 - (2) Employment Dept
 - (3) Continental Sales Division
- (c)** A business title, e.g.:
- (1) Vice President
 - (2) Plant Superintendent

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.7 Indented and Caption Listings, (cont'd.)

3) Listings, (continued)

(d) The name of a function of the business when necessary to segregate calls, e.g.:

- (1) Coal orders
- (2) Refrigerator service
- (3) For fuel oil delivery
- (4) For telephone shopping

(e) Information necessary to segregate calls from different exchanges or geographical areas, e.g.:

- (1)** Order Dept (Subcaption)
Within city limits
Outside city limits
- (2)** Catalogue Telephone Order Service (Subcaption)

Ridley Park subscribers only
Sycamore subscribers

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.25 Directory Listing Services, (Cont'd.)

3.25.8 Reference Listings

Cross reference listings will be furnished only where they will facilitate the use of the directory and are not intended as an advertising medium. Rates are shown in Section 3.25.2. preceding.

3.28.9 Caption Listings

Listings may be indented under a caption or subcaption at no additional charge when in the judgment of the Company; the captions will facilitate the use of the service. Rates are shown in Section 3.25.2 preceding.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.26 Blocking Service****3.26.1 General**

The Company provides complete blocking of access to adult oriented information access telephone service. The Company will not remove blocking of access to adult oriented information access telephone service without written authorization from the subscriber. Customers may request that blocking be removed from their lines.

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers:

- a) 900 and 976 Blocking - Allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e., 900-XXX-XXXX) from being placed.
 1. The Company shall provide blocking, where technically feasible, at no charge on a one-time basis to all telephone subscribers.
 2. The Company may charge a nonrecurring fee for each subsequent request for blocking or unblocking pay-per-call service.
 3. A subscriber who transfers service to a new location and is served by the same local exchange carrier shall be able to maintain blocking of pay-per-call service without any additional charge to establish blocking at the new location.
 4. Requests by subscribers to remove pay-per-call blocking must be in writing to the Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.26 Blocking Service, (cont'd.)

3.26.1 General, (cont'd.)

- b) Voluntary Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 8XX (Toll Free), and operator assisted toll calls.

- c) Selective Class of Call Screening - Blocks 1+ toll calls; allows 411, 911, 1-800, 1+ 7 digit local, 1+10 digit local (restricts LD to only third-number or collect billing) (C)

- d) International Blocking - Blocks direct-dialed 011+ and 101XXX-011+ calls, per line. (C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.26 Blocking Service, (Cont'd.)

3.26.2 Regulations

- 1) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- 2) Blocking Service is available where equipment and facilities permit.
- 3) Changes to blocking options made subsequent to the initial configuration of service will be subject to the Product Service Charge for charges to service as provided in this Section. No charge applies to initial request.

3.26.3 Rates and Charges

1) Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	Nonrecurring
900 Blocking, per line (subsequent requests for blocking service)	\$100.00
976 Blocking, per line (subsequent requests for blocking service)	\$100.00
Voluntary Toll Restriction, per line	\$ 40.00
International Blocking, per line	\$ 20.00
Selective Class of Call Screening	N/C

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.27 Select Usage Call Detail

3.27.1 Description

Call detail records associated with the Company's intracompany calling plan will not appear on customer invoices. These usage records will be made available to the customer upon request only and are billed per line, per service location, per billing cycle. Call detail records will be provided for all eligible lines, whether specifically requested or not. Customer must request usage records each month, and requests can be made for up to three months of prior usage

3.27.2 Rates and Charges

Call Detail Record (per line, per service location, per billing cycle)	\$20.00
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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.28 Reserved for Future Use

(C)

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.29 CD ROM Billing

3.29.1 Personal CD

The Personal CD includes the same information contained in our paper invoices, including call detail. It can include all invoices within one state and multilocation summary report which breaks out taxes at the service location level.

	Non-recurring	Monthly Recurring
Personal CD	\$55.00	\$35.00

3.29.2 National CD

The National CD includes nationwide summary and remittance report of all locations. The National CD does not include call detail.

	Non-recurring	Monthly Recurring
National CD	\$55.00	\$35.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.30 Local Services - Usage Based****3.30.1 General**

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on the basis of Local Measured service or Local Message Rate Service. For Local Message Rate Service, all local calls are charged one rate which is not time-sensitive. For Measured Rate Service, calls are billed on the basis of time period, distance and duration of the call.

The sum of all local minutes during the billing period is rounded to the next full minute. Calls that begin in one rate period and end in another will be charged according to the applicable period for each portion of the call except for per-call rates and Message Rate Service.

3.30.2 Local Calling

Local Calling Services - This Section contains a general description of the local usage services offered by the Company and the rates and charges applicable to each such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas in the Commonwealth of Pennsylvania, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements ("UNEs"), Resold Services and through the use of Company Facilities.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (cont'd.)

3.30.3 Local Usage Options – Descriptions and Availability

Local usage is provided to Customers under options which differ in the way rates applicable to outgoing usage are charged. With any of the options, the Customer can receive at no additional charge an unlimited number of incoming calls. Rates for the Local Usage Rate Schedule are shown in Section 63.30.6 following:

(a) Measured Usage

- 1) With Measured Usage, the Customer is charged the applicable rate for each completed outgoing local call. The rate is based upon the Measured Metropolitan Use Rate Schedule shown in Section 3.29.5 following.
- 2) This option is available to all classes of service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.4 Budget, Standard, and Valu-Pak Usage Package Allowances

- a) The monthly Usage Package rates include an allowance. The allowance is applied only toward usage charges which accumulate as set forth in Section 3.29.6 following.
- b) When a Usage Package is established or discontinued during a billing month, the allowance is a pro rata share of the monthly usage allowance. For purposes of administering the allowance, every month is considered to have thirty (30) days.
- c) No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.
- d) Where a multi-line Customer subscribes to more than one Usage Package on the same premises, any allowances are combined and the total is applied to the total usage accumulated over all lines. A Customer may purchase only one Usage Package per Dial Tone Line.
- e) Allowances are not transferable between separate accounts of the same Customer.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.5 Measured Metropolitan Use

1) Measured Use Charges

- a)** Measured use accumulations are based upon rates shown in Section 3.29.6 following and are applicable to completed Metropolitan messages placed on a Dial Station-to-Station basis.
- b)** Accumulations are based upon the day of the week and the time of day that each initial or additional message period begins.
- c)** Measured use rates accumulate on a monthly basis by Metro Call Band and rate application periods commencing on the billing date of the exchange designation.
- d)** Measured use rates do not apply to calls for Directory Assistance or calls for Verification.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.5 Measured Metropolitan Use, (cont'd.)

2) Measured Use Measurements

a. Initial and Additional Periods

- (1)** Initial period rates given in the Table of Rates in Section 3.29.6 following are for a connection of one minute or any fraction thereof except for Metro Call Band 1 messages, which are untimed.
- (2)** Additional period rates given in the Table of Rates in Section 3.29.6 following are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

b. Timing of Messages

- (1)** Chargeable time begins when connection is established between the calling station and the called station, wireless phone or PBX.
- (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.
- (3)** Chargeable time does not include time lost because of faults or defects in the connection.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.5 Measured Metropolitan Use, (cont'd.)

2) Measured Use Measurements, (continued)

c. Rate Application Periods

- (1) The Metro Call Band 1 Night and Weekend Period rate is applied to each message beginning during the Night and Weekend Period defined in Section 3.29.6 following.
- (2) The time when connection is established, determined in accordance with the time – standard or daylight saving – determines the rate application period. The rate in effect at the time the connection is established applies to the initial period. The rate for each additional period is the rate in effect at the beginning of each additional period of usage.

d. Determining a Rate

- (1) Refer to the Bell Atlantic – Pennsylvania, Inc., Pa. P.U.C. -No. 182, Section 2 and 182A, Section D tariffs for information on the local calling area of each Zone.
- (2) For Metro Call Band 1 calls, refer to Section 3.30.6 following to determine usage rates.
- (3) For Metro Call Band 2-5 calls, refer to the Table of Rates in Section 3.29.6 following. Opposite the Metro Call Band will be found the initial period and additional period rates for measured use for each rate application period. Select the rates for the appropriate rate application period based on Section 3.29.6 following.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.6 Rates and Charges

a) Local Usage Option Rates

Customers choose one of the following usage options:

Budget Usage Package
Standard Usage Package
Valu-Pak Usage Option

A Customer's Local Usage allowance is based upon the option chosen.

The Local Usage option rate for Customers with Foreign Exchange Service or Foreign Central Office Service is the same as for the Foreign Area designation associated with the foreign office.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.6 Rates and Charges, (cont'd.)

b) Usage Packages

	Monthly Rate	Monthly Allowance
Budget Usage	\$0.00	\$0.00
Standard Usage	\$6.90	\$8.00
Valu-Pak Option	\$18.40	\$24.00

1) Dialed Station-to-Station Measured Local Use Rates

(a) Dialed Station-to-Station Calls – Metro Call Band 1¹

	Rate Per Message
Weekday Rate: Monday through Friday, 8:00 a.m. to 4:59 p.m.	\$0.0700
Evening Rate: Monday through Friday, 5:00 p.m. to 9:59 p.m.	\$0.0700
Night/Weekend Rate: 10:00 p.m. Friday through 7:59 a.m. and all day Saturday and Sunday.	\$0.028

¹These rates apply to all existing customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.6 Rates and Charges, (cont'd.)

1) Dialed Station-to-Station Measured Local Use Rates

(b) Metro Call Bands 2-6 Rates and Time of Day Applications¹

Metro Call Band	Day		Evening(Off Peak)		Night/weekend	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
2	\$0.0900	\$0.0300	\$0.0500	\$0.0200	\$0.0300	\$0.0100
3	\$0.1200	\$0.0400	\$0.0700	\$0.0300	\$0.0400	\$0.0100
4	\$0.1500	\$0.0600	\$0.0900	\$0.0400	\$0.0500	\$0.0200
5	\$0.1800	\$0.0700	\$0.1100	\$0.0400	\$0.0500	\$0.0200
6	\$0.2100	\$0.0800	\$0.1200	\$0.0500	\$0.0600	\$0.0200

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.6 Rates and Charges, (cont'd.)

1) Dialed Station-to-Station Measured Local Use Rates , (continued)

(b) Metro Call Bands 2-6 Rates and Time of Day Applications¹

Time of Day Rate Application for Metro Call Bands 2-6:

	Rate Per Message
<u>Weekday Rate:</u> Monday through Friday, 8:00 a.m. to 4:59 p.m.	\$0.0700
<u>Evening Rate:</u> Monday through Friday, 5:00 p.m. to 9:59 p.m.	\$0.0700
<u>Night/Weekend Rate:</u> 10:00 p.m. Friday through 7:59 a.m. and all day Saturday and Sunday.	\$0.028

Calls will be charged the Evening rates regardless of the time period the call is placed on the following Company recognized National Holidays: New Year's Day (January 1), President's Day (third Monday in February), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

¹ These rates apply to all existing customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.6 Rates and Charges, (cont'd.)

1) Dialed Station-to-Station Measured Local Use Rates

(c) Metro Call Bands 1-6 Rates¹

Metro Call Band	Increment	Rate
Call Band 1	Per call	\$0.065
Call Band 2	Per minute	\$0.05
Call Band 3	Per minute	\$0.05
Call Band 4	Per minute	\$0.07
Call Band 5	Per minute	\$0.07
Call Band 6	Per minute	\$0.07

¹ These rates apply to all new customers as of June 1, 2002.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.30 Local Services - Usage Based, (Cont'd.)

3.30.7 Local Call Detail Billing

Local Call Detail Billing provides itemized detail of outgoing local calls during the current billing period, including units of use. The charge will apply per billing account (per invoice) per month.

Local Call Detail Billing does not provide detail billing of Select calls.

	Monthly Recurring Charge
Local Call Detail Billing	\$2.95

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges

3.31.1 General

Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a) place calls to other stations on or connected to the PSN;
- b) receive calls from other stations on or connected to the PSN;
- c) access the Company's Local Calling Services and other services as set forth in this tariff;
- d) access interexchange calling services of the Company and of other carriers;
- e) access operators and business offices for service-related assistance;
- f) access Directory Assistance;
- g) access toll-free telecommunications services such as 800/888 NPA;
- h) access 911/E911 services for emergency calling;
- i) access Telecommunications Relay Service;
- j) access other services authorized by the Public Utility Commission and the Federal Communications Commission.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas

The Company's exchange areas, rate classes, and local calling areas are identical to those defined in the tariffs of Verizon Pennsylvania Inc. and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange area as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected below:

(C)

For the purposes of determining an Exchange Area Dial Tone Line monthly rate, the Exchange Areas served by Verizon Pennsylvania Inc. are classified into one of four (4) Dial Tone Line Cells. The Cell classifications are determined by the following criteria.

(C)

Dial Tone Line Cell	Classification Criteria
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City Exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile.
4	All remaining Exchange Areas

For the purpose of determining measured local use and local calling areas, the Philadelphia Suburban Exchange Area is divided into twenty-eight zones, and the Pittsburgh Suburban Exchange Area is divided into fourteen zones.

Flat rate service is not available. Under the measured plan, a charge that is both time and distance-sensitive applies to each call. Under the Message Rate Plan a charge is applied on a per call basis according to the time of day and calendar day during which the call is placed.

SERVICE AREAS
 Philadelphia Exchange Area
 Philadelphia Suburban Exchange Area

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

The Verizon Pennsylvania Inc., Pa. P.U.C. -Toll No. 2C Tariff contains a list of rate centers and central offices for the Commonwealth of Pennsylvania with V-H (vertical and horizontal) coordinates for use in determining mileage for Message Toll Telephone Service and for channels as provided in the following tariffs of XO Communications Services, Inc. referred to herein:

(C)

XO Communications Services, Inc., Pa. P.U.C.-No. 10

XO Communications Services, Inc., Pa. P.U.C.-No. 11

The routes between rate centers in the Company's territory and between the Company's rate centers and those of participating companies where telephone service is furnished on a local basis are as shown in the Local General Tariffs of the carriers providing service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(a) Exchange Access Service Areas are as follows:

NPA-NXX	PHILADELPHIA EXCHANGE AREA PHILADELPHIA SUBURBAN EXCHANGE AREA
215-940	Zone 1
267-940	Zone 1
267-284	Zone 2
267-285	Zone 3
267-345	Zone 4
610-930	Zone 30
484-688	Zone 30
267-289	Zone 33
267-287	Zone 34
267-280	Zone 39
267-288	Zone 40
267-498	Lansdale
267-508	Zone 32
267-518	Zone 38
267-276	Zone 43
484-351	Zone 31
484-367	Zone 26
484-375	Allentown

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(a) Exchange Access Service Areas, (continued)

NPA-NXX	PHILADELPHIA EXCHANGE AREA PHILADELPHIA SUBURBAN EXCHANGE AREA
484-518	Zone 29
484-521	Zone 17
484-524	Pottstown
484-536	Easton
484-551	Lenape
484-564	Westtown
484-612	Norristown
484-621	Zone 12
484-625	Zone 13
484-631	Westchester
484-652	Zone 14
484-675	Zone 21
484-829	Zone 24
610-540	Zone 28
610-980	Zone 23

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(a) Exchange Access Service Areas, (continued)

NPA-NXX	PITTSBURGH EXCHANGE AREA PITTSBURGH SUBURBAN EXCHANGE AREA
724-304	New Kensington
724-582	Glen Willard
412-379	Zone 6
412-535	Zone 1
412-548	Zone 17
412-799	Zone 3
412-587	Zone 7
412-479	Zone 12
412-428	Zone 14
412-637	Zone 15
412-406	Zone 19
412-843	Zone 22

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(b) Metro Call Band One

Metro Call Band One rates apply for calls from the Philadelphia Suburban Zones to areas listed for end users subscribing to Metropolitan Area Standard Usage Package, Value Pak or Budget Usage Options.

ZONES	LOCAL CALLING AREA
10	10, 11, and 12; Holly Oak, Del. (Bell Atlantic-Delaware), Lenape, Mendenhall, West Chester, Westtown and Wilmington, Del. (Bell Atlantic – Delaware)
11	10, 11, 12, 13, and 14; Holly Oak, Del. (The Diamond State Tel. Co.)
12	10, 11, 12, 13, and 22
13	11, 12, 13, 14, 17, 21 and 22.
14	11, 13, 14, and 17; Phila. Zone 2
17	13, 14, 17, and 21; Phila. Zone 2
21	13, 17, 21, 22, and 24; Phila. Zone 2
22	12, 13, 21, 22, 24, 25, 26, and 28
23	23, 24, and 25; Phila. Zones 2 and 3
24	21, 22, 23, 25, 26, and 31; Phila. Zone 2
25	22, 23, 24, 25, 26, and 31
26	22, 24, 25, 26, 28, 29, 30 and 31
28	22, 26, 28 and 29; Chester Springs, Downingtown, Eagle, Exton, Lenape, Phoenixville, West Chester, and Westtown
29	26, 28, 29 and 30; Collegeville, Phoenixville and Royersford
30	26, 29, 30, 31, and 33; Center Point, Collegeville, Harleysville, Lansdale, North Wales, Phoenixville; Royersford; and Schwenksville
31	24, 25, 26, 30, 31, 32 and 33; Phila. Zone 3; Center Point and Collegeville
32	31, 32, 33, and 34; Phila. Zone 3
33	30, 31, 32, 33, 34, 38, 39 and 45; North Wales

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(b) Metro Call Band One, (continued)

ZONES	LOCAL CALLING AREA
34	32, 33, 34, 37, 38 and 39; Phila. Zones 3, 4 and North Wales
37	34, 37, 38, 39, 40 and 45; Phila. Zone 4
38	33, 34, 37, 38, 39, 40 and 45
39	33, 34, 37, 38, 39, 40 and 45
40	37, 38, 39, 40, 41, 43, and 45; Phila. Zone 4, Newtown and Wycombe
41	40, 41, 42 and 43; Phila. Zone 4
42	41, 42, 43 and 44; Morrisville and Yardley
43	40, 41, 42, 43 and 44; Morrisville, Newton and Yardley
44	42, 43 and 44; Morrisville, Newton and Yardley
45	33, 37, 38, 39, 40 and 45; Buckingham, Doylestown, Line Lexington and Wycombe

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(c) Charges Applicable to Dial Station-to-Station Messages

The following table shows the Metro Call Bands applicable from stations within the Company's Philadelphia Exchanges in Zones 1 through 4 to all Zones of the Philadelphia Suburban exchange.

To Philadelphia Suburban Exchange	Metro Call Band Charge			
	Zone 1	Zone 2	Zone 3	Zone 4
Zone 10	4	3	4	5
Zone 11	3	3	4	5
Zone 12	3	2	4	4
Zone 13	3	2	4	4
Zone 14	2	1	4	4
Zone 17	2	1	2	3
Zone 21	2	1	2	3
Zone 22	3	3	3	4
Zone 23	2	1	1	3
Zone 24	2	1	2	3
Zone 25	3	2	2	3
Zone 26	3	3	3	4
Zone 28	4	3	3	5
Zone 29	4	3	3	4
Zone 30	3	3	2	4

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.31 Local Calling Areas and Charges, (Cont'd.)

3.31.2 Service Areas , (cont'd.)

(c) Charges Applicable to Dial Station-to-Station Messages, (continued)

To Philadelphia Suburban Exchange	Metro Call Band Charge			
	Zone 1	Zone 2	Zone 3	Zone 4
Zone 31	3	2	1	3
Zone 32	3	3	1	2
Zone 33	3	3	2	3
Zone 34	3	3	1	1
Zone 37	3	3	2	1
Zone 38	3	3	2	2
Zone 39	4	4	2	2
Zone 40	4	4	3	1
Zone 41	3	4	3	1
Zone 42	4	5	4	3
Zone 43	4	5	4	2
Zone 44	4	5	4	3
Zone 45	4	4	3	3

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services

3.32.1 General

Network Switched Services are those services provided by the Company over its own facilities (i.e., facilities-based services).

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in this tariff apply to all services on a one-time basis unless waived pursuant to this Tariff or a promotional or trial offering.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (cont'd.)

3.32.2 Service Descriptions and Rates

The following Access Service Options are offered:

- Basic Local Line Service
- Multi Line Service
- Local Analog PBX Trunk Service
- DID Service for Voice Grade Channels
- Local Digital PBX Trunk Service
- Local ISDN-PRI Service

Basic Local Line Service, Multi Line Service, Local Analog PBX Trunk Service are offered with message rate and measured rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, Multi Line, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only. Voice Mail Service* is available.

(C)

* Services not regulated under this tariff.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.3 Small Business Basic Business Local Line Service*

(C)

1) Description

Small Business Basic Business Local Line Service is available to Customers who subscribe to this service as the only local exchange service from the Company. This service provides a Customer with a single analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Small Business Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

* As of April 1, 2007, this product will only be available to current customers at their current location.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.3 Small Business Basic Business Local Line Service, (cont'd.)

2) General

Message Rate and Measured Rate Small Business Basic Business Local Line Service: Calls to points within the local exchange area are charged on the basis of terms and conditions provided in Section 3.30 in addition to a base monthly charge. Local Calling areas are as specified in Section 3.30.

3) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3 of this tariff. Local usage rates are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

	Monthly Recurring
Single Line, per Line	
Cell 1	\$11.99
Cell 2	\$14.99
Cell 3 (all suburban areas)	\$17.99
Cell 4	\$20.99

(I)
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(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.4 Small Business Multi Business Line Service

(C)

1) Description

Small Business Multi Business Line Service is available to those Customers who subscribe to this service as the only local exchange service from the Company. This service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. The Small Business Multi Business Line is available as a message rated or measured rate service. Small Business Multi Business Line Service is provided for connection of Customer-provided key system terminal equipment. All Small Business Multi Business Lines will be equipped with touch tone and multi line hunt.

(C)

(C)

(C)

Each Business Services Multi Business Line has the following characteristics:

(C)

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.4 Small Business Multi Business Line Service, (cont'd.)

2) General

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 3.30.

3) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3.30 of this tariff. Local usage rates for Measured and Message Rate Service are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

	Monthly Recurring
Small Business Multi Business Line, per Line	
Cell 1	\$11.99
Cell 2	\$14.99
Cell 3 (all suburban areas)	\$17.99
Cell 4	\$20.99

(D)
—
(D)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.5 Local Analog PBX Trunk Service*

(C)

1) Description

Local Analog PBX Trunk Service provides the Customer with one or more, analog voice grade telephonic communications channels which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a Message Rate or Measured Rate basis. DID trunks are arranged for one-way inward calling only.

2) General

An analog PBX Trunk, provides the Customer with a single, voice-grade communications channel. Each Trunk is to be used to connect the Customer's Private Branch Exchange (PBX) systems to the Public Switched Network (PSN). Each Trunk will, for an additional charge, be equipped with Direct Inward Dial (DID) capability. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan are reflected herein.

* As of March 17, 2007, this service will only be available to current customers.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.5 Local Analog PBX Trunk Service, (cont'd.)

3) Monthly Recurring Charges

Nonrecurring charges apply as described in Section 3 of this tariff. Analog PBX Trunks include a monthly recurring charge and usage charges for completed calls originated from the Customer's lines.

Basic Rates and Charges - A Local Analog Trunk Customer will be charged applicable nonrecurring charges as provided in Section 3.30. Local usage rates for Measured Rate Service and Message Rate Service are provided in Section 3.29.6. Applicable time periods and calendar days are provided at Section 3.29.6.

	Monthly Recurring
Analog PBX Trunk, per trunk (Inbound Only)	
Cell 1	\$ 8.13
Cell 2	\$10.63
Cell 3 (all suburban areas)	\$13.13
Cell 4	\$15.63

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.6 DID Service for Voice Grade Channels

1) Description

DID Service provide the Customer with Direct Inward Dialing on designated voice-grade communications channels. DID Service is to be used in connection with the Customer's Private Branch Exchange (PBX) system. Dialed digits are transmitted for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number.

2) General

Each Company-provided Trunk for DID Service will automatically include a Hunting Arrangement at no additional charge to the Customer. Charges for blocks of telephone numbers are assigned pursuant to the North America Numbering Plan.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.6 DID Service for Voice Grade Channels, (cont'd.)

3) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this tariff. Nonrecurring charges may also apply as described in Section 3.30 of this tariff.

	Recurring	Non-recurring	
Service Establishment Charge, per line (initial 20 DID numbers)	----	\$125.00	
DID Trunk Termination, per DID trunk	\$ 30.50	\$ 25.00	
Block of 20 DID Numbers (or any fraction thereof)	\$ 7.88	\$ 15.00	(I)
Block of 100 DID Numbers	\$ 34.88	\$ 64.00	(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.7 Local Digital PBX Trunk Service*

(C)

1) Description

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 digital communications channels. Digital PBX Trunks are provided for connection of Customer-provided Digital PBX equipment. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	DSX-1 panel
Signaling Type:	Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Bound Only, Out-Bound Only or Two Way, as specified by the Customer

* As of March 17, 2007, this product will only be available to current customers.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.7 Local Digital PBX Trunk Service, (cont'd.)

2) General

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described in Section 3 of this tariff.

Optional Feature(s) - DID Service capability as described herein is available. Clear Channel capability as described in within this tariff is available. Applicable Nonrecurring charges apply as described in Section 3.30 of this tariff.

3) Recurring and Nonrecurring Charges

Connection charges applicable in Section 3.30 of this tariff, charges for each Message Rate Local Digital PBX Trunk include a monthly recurring service charge for the local T1 loop channel termination charges and line termination charges.

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within Section 3.36 of this tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.7 Local Digital PBX Trunk Service, (cont'd.)

3) Recurring and Nonrecurring Charges, (continued)

	Non- Recurring	Monthly
Digital PBX Trunk (T1), (per Digital Local Loop)	\$265.33	\$350.00
Channel Activation (DID, Inbound, Outbound and Two-Way), per Channel activated		
Cell 1		\$ 8.13
Cell 2		\$ 10.63
Cell 3 (all suburban areas)		\$ 13.13
Cell 4		\$ 15.63

In addition to the above charges, applicable rates for usage will apply, as specified herein.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.32 Network Switched Services, (Cont'd.)****3.32.8 Local ISDN-PRI ***

(C)

1) Local ISDN-PRI Definitions

Local ISDN-PRI - Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Message Toll Service, 800 and circuit switched data). Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within Section 6 of this tariff.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

*As of March 17, 2007, this product will only be available to current customers.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.8 Local ISDN-PRI

1) Local ISDN-PRI Definitions, (continued)

Where appropriate facilities do not exist, Special Construction charges will apply, as describe within Section 8 of this tariff.

"B" Channel - "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel - "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling - Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.32 Network Switched Services, (Cont'd.)****3.32.8 Local ISDN-PRI, (cont'd.)****1) Local ISDN-PRI Definitions, (continued)**

Call by Call for Trunk Groups - Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Incoming Calling Line Identification - All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability - The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either be 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission - All voice calls are transmitted using digital signaling.

Channel Configuration - Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.8 Local ISDN-PRI, (cont'd.)

1) Local ISDN-PRI Definitions, (continued)

Direct Inward Dialing Signal - Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will out pulse digits to the CPE which can further process the calls as desired.

Equal Access - Allows the Customer to Preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown in Section 3.19.3, Presubscription-2 (PIC) of this tariff.

Calling Number Delivery - Standard feature which allows for the end user to receive caller ID information.

Called Number Delivery - Standard feature which allows for the transmitting station user's number over D-channel.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.8 Local ISDN-PRI, (cont'd.)

2) Recurring and Nonrecurring Charges

	Non- Recurring	Monthly- Recurring	
Primary Rate Access Facility (per Digital Local Loop) PRI Arrangement, per PRI	\$265.33	\$150.00	
23B + D	\$ 0.00	\$417.38	
24B	\$ 0.00	\$417.38	
23B + Backup D	\$ 0.00	\$477.00	
Service Feature Options			
Backup D Channel	\$ 0.00	\$ 50.00	
Calling Line Identification and Call by Call Service Selection/Optional, per PRI	\$100.00	\$150.00	
Calling Line Identification/Optional, per PRI	\$100.00	\$100.00	
Call by Call Service Selection/Optional, per PRI	\$100.00	\$ 75.00	
Additional Telephone Numbers/Optional, per Number (non-DID)	\$ 25.00	\$ 3.00	
Caller ID Name & Number – per PRI	\$100.00	\$ 84.38	(C)(I)
PRI Reconfiguration Changes			
Add/Change (existing group arrangement), per occasion	\$ 75.00		
Change D Channel, per PRI arrangement	\$300.00		

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services

- (a) **Integrated Access Bundled Package*** - provides a customer channelized high capacity (1.544 Mbps) facility¹ between a customer premises and its serving office for connection to services provided by the Company. Integrated Access Service allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business service.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL), Touch Tone, Hunting and PA Relay Surcharge..

Customers must sign a minimum one (1) year term agreement for Integrated Access Service. Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges:

Voice Channels

	<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>	
Philadelphia	\$439.95	\$450.95	\$461.95	\$472.95	(I)

¹ Integrated Access Service will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of a Company HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

* As of December 31, 2006, this product will only be available to current customers at their current location.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(a) Integrated Access Bundled Package, (continued)

Non-Recurring Charges:

Integrated Access set-Up Fee, (Applies when ordering
new Integrated Access packages. Does not apply when \$899.00
upgrading or downgrading channels already established.)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(b) Total Communications - 4 Line Base Package²

Total Communications is designed for customers that need high-speed Internet Access and have 4-20 voice channels. The base package includes 4 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

The customer will select a package of 4 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply in addition to the charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges.

Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(b)	Total Communications - 4 Line Base Package	Monthly Recurring Charges:	
		Voice Channels	Incremental Line Charge
		MRC	NRC
	Cell 1		
	Base Package	\$50.52	\$899.00
	Incremental Lines ¹	\$12.91(I)	\$75.00
	Cell 2		
	Base Package	\$58.52	\$899.00
	Incremental Lines ¹	\$14.91(I)	\$75.00
	Cell 3		
	Base Package	\$66.52	\$899.00
	Incremental Lines ¹	\$16.91(I)	\$75.00
	Cell 4		
	Base Package	\$74.52	\$899.00
	Incremental Lines ¹	\$18.91	\$75.00

¹ NRC applies only to add additional lines to existing service.
² Product is no longer available to new customers.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(b) Total Communications - 4 Line Base Package ²

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of a Company HDSL2 -equipped collocation may have Total Communications delivered to them via HDSL2.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(c) Total Communications - 6 Line Base Package

Total Communications is designed for customers that need high-speed Internet Access and have 6-20 voice channels. The base package includes 6 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

The customer will select a package of 6 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply in addition to the charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges.

Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(c) Total Communications - 6 Line Base Package, (continued)

Monthly Recurring Charges:	Voice Channels	
	MRC	Incremental Line Charge NRC
Cell 1		
Base Package	\$ 95.00	\$899.00
Incremental Lines ¹	\$ 12.91	
Cell 2		
Base Package	\$ 95.00	\$899.00
Incremental Lines ¹	\$ 14.91	\$ 75.00
Cell 3		
Base Package	\$ 95.00	\$899.00
Incremental Lines ¹	\$ 16.91	\$ 75.00
Cell 4		
Base Package	\$ 95.00	\$899.00
Incremental Lines ¹	\$ 18.91	\$ 75.00

¹ NRC applies only to add additional lines to existing service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(c) Total Communications - 6 Line Base Package, (continued)

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of a Company HDSL2 -equipped collocation may have Total Communications delivered to them via HDSL2.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.9 Integrated Services, (cont'd.)

(d) Integrated Services Charges

These charges are associated with Integrated Access and Total Communications services.

Local Loop Expense Recoup

Applies to recoup local loop costs incurred by the Company during extended delays by the customer to install device. Once service is activated, this charge will be replaced by applicable Package charge associated with customer's Integrated Access or Total Communications service.

Local Loop Expense Recoup, per month	Recurring \$200.00
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Inside Wiring Overage Charge

Applies to recoup wiring expenses associated with the installation of Integrated Access and Total Communications services. This charge applies in addition to the standard installation charge of \$899.00 and will be determined on an Individual Case Basis (ICB).

Non-recurring Inside Wiring Overage Charge, per installation	\$ variable
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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.10 Business Services Basic Business Local Line Service

a) Description

Business Services Basic Business Local Line Service provides a Customer with a single analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Business Services Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Business Services Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

b) General

Message Rate and Measured Rate Business Services Basic Business Local Line Service: Calls to points within the local exchange area are charged on the basis of terms and conditions provided in Section 3.30 in addition to a base monthly charge. Local Calling areas are as specified in Section 3.30.

c) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3 of this tariff. Local usage rates are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

	Monthly Recurring
Single Line, per Line	
Cell 1	\$21.36
Cell 2	\$24.74
Cell 3 (all suburban areas)	\$29.24
Cell 4	\$32.61

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.11 Business Services Multi Business Line Service

a) Description

Business Services Multi Business Line Service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. The Business Services Multi Business Line is available as a message rated or measured rate service. Business Services Multi Business Line Service is provided for connection of Customer-provided key system terminal equipment. All Multi Lines will be equipped with touch tone and multi line hunt.

Each Business Services Multi Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

b) General

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 3.30.

c) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3.30 of this tariff. Local usage rates for Measured and Message Rate Service are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

	Monthly Recurring
Small Business Multi Business Line, per Line	
Cell 1	\$21.36
Cell 2	\$24.74
Cell 3 (all suburban areas)	\$29.24
Cell 4	\$32.61

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.12 Small Business Basic Business Local Line II Service

(a) Description

Small Business Basic Business Local Line II Service provides a Customer with a single analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Small Business Services Basic Business Lines II are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Small Business Basic Business Line II has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

(b) General

Message Rate and Measured Rate Small Business Basic Business Local Line II Service: Calls to points within the local exchange area are charged on the basis of terms and conditions provided in Section 3.30 in addition to a base monthly charge. Local Calling areas are as specified in Section 3.30.

(c) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3 of this tariff. Local usage rates are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

Small Business Basic Business Local Line II, per Line Single Line, per Line	Monthly Recurring
Cell 1	\$11.99
Cell 2	\$14.99
Cell 3 (all suburban areas)	\$17.99
Cell 4	\$20.99



LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.32 Network Switched Services, (Cont'd.)

3.32.13 Small Business Multi Business Line II Service

(a) Description

Small Business Multi Business Line II Service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. The Small Business Multi Business Line II is available as a message rated or measured rate service. Small Business Multi Business Line II Service is provided for connection of Customer-provided key system terminal equipment. All Multi Lines will be equipped with touch tone and multi line hunt.

Each Small Business Multi Business Line II has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

(b) General

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 3.30.

(c) Recurring Charges

Charges for each Message Rate and Measured Rate Service line include a monthly recurring service charge and usage charges for completed calls originated from the Customer's line during the billing period. Nonrecurring charges apply as described in Section 3.30 of this tariff. Local usage rates for Measured and Message Rate Service are provided in Section 3.29.6 herein. Applicable time periods and calendar days are provided in Section 3.29.6.

	Monthly Recurring
Small Business Multi Business Line II, per Line	
Cell 1	\$11.99
Cell 2	\$14.99
Cell 3 (all suburban areas)	\$17.99
Cell 4	\$20.99

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.33 Miscellaneous Charges

3.33.1 Telecommunications Relay Service

1. General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

2. Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on July 1, 2009.

Per residence access line, per month	\$0.08
Per business access line, per month	\$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.33 Miscellaneous Charges, (Cont'd.)

3.33.1 Telecommunications Relay Service, (Cont'd.)

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

3. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.33 Miscellaneous Charges, (Cont'd.)

3.33.2 Service Calls

(C)

When a business customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, or has a move, add, or change request that requires a technician to be dispatched the Customer will be responsible for payment of a Technician Visit Charge.

	<u>Non-Recurring Charge</u>
Technician Visit Charge, per occurrence	\$150.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages

3.34.1 True Business SolutionsSM

The True Business SolutionsSM bundled package^{1,2} is a group of our most essential services and products with one flat rate. The package rate includes all applicable charges listed below, excluding long distance and tax. Upgrade packages are available to include additional features or incremental lines.

	One Yr. Term	Two Yr. Term	Three Yr. Term	
Base Package Includes	\$160.86	\$148.49	\$136.11	(I)
Three (3) lines Touch-tone Hunting Local Number Portability EUCL Unlimited Local Calls 1500 LATA Minutes Choice of one (1) feature package on one (1) line				
Incremental Line Package Includes	One Yr. Term \$49.49	Two Yr. Term \$49.49	Three Yr. Term \$44.99	(I)
One (1) line Touch-tone Hunting Local Number Portability EUCL Unlimited Local Calls 500 LATA Minutes				

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.1 True Business SolutionSM (cont'd.)

Feature Packages³

	One Yr. Term	Two Yr. Term
Standard Feature Package	\$7.25	\$5.80
Call Forwarding variable		
Caller Identification name and number		

	One Yr. Term	Two Yr. Term
Premium Feature Package	\$9.80	\$7.84
Caller Identification name and number		
Call Forwarding variable		
Three Way Calling		
Call Return		

	One Yr. Term	Two Yr. Term
Voice Mail Feature Package*	N/R	N/R
Basic Voice Mailbox Option 1		
Call Forwarding don't answer		
Message Waiting Indicator		

Basic Package Installation Fees (Non-Recurring)	\$ 168.75
Incremental Line Package Installation Fees (Non-Recurring)	\$56.25
Feature Package Installation Fees (Non-Recurring)	No Charge

- 1 True Business SolutionsSM is not eligible for further discounting
- 2 The Company must be selected as the LATA and Long Distance Service provider
- 3 Feature packages are only available to True Business SolutionsSM subscribers.

* Services not regulated under this tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.2 PRI Bundled Package

This Service is no longer available to new or existing Customers after November 1, 2004.

The PRI Bundled Package provides eligible ¹ customers with ISDN-PRI service at convenient packaged rates. The package price includes all charges associated with PRI service including, Local Loop, PRI Interface and 24 channels. Any optional features selected will be billed in addition to the PRI Bundled Package rate. The PRI Bundled package is not eligible for further discounts.

PRI Bundled Package, Monthly Recurring \$350.00

(a) PRI Bundled Package #2

This service is available to new and existing Customers after November 1, 2004.

The PRI Bundles Package provides eligible customers with ISDN-PRI service at convenient packaged rates. The package price includes all charges associated with PRI service, including Local Loop, PRI Interface and 24 channels. Any optional features selected will be billed in addition to the PRI Bundles Package rate. The PRI Bundles package is not eligible for further discounts.

Per Package Charges:

	One Year	Two Year	Three Year	
Monthly Recurring	\$682.11	\$603.41	\$564.05	(I)
Non-Recurring			\$899.00	

Optional Features:

Caller ID Name & Number	Monthly \$75.00
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¹ Eligibility for the PRI Bundled Package includes the purchase of a full PRI

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.3 Long Distance Bucket Packages

The Long Distance Buckets are bundles packages of long distance minutes billed under one flat rate. The package rate includes all applicable charge excluding tax. The Long Distance buckets are available to all product subscribers. Customer's may choose from five (5) different packages listed below.

True Business Long Distance Buckets	Incremental Charge	Overage
200 Minutes Long Distance Bucket	\$ 10.00	\$ 0.069
500 Minute Long Distance Bucket	\$ 23.75	\$ 0.069
1500 Minute Long Distance Bucket	\$ 67.50	\$ 0.069
2500 Minute Long Distance Bucket	\$ 100.00	\$ 0.049

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.4 You Choose Features Package

The You Choose Feature Package is a bundled package allowing customers to select six (6) of the features listed below with one flat rate. The package rate includes all applicable charges excluding tax. The You Choose Feature Package is available to all product subscribers while True Business SolutionSM subscribers receive this package at no additional cost.

	One Year Term	Two Year Term
You Choose Features Package	\$ 11.00	\$ 9.00

- Feature Options Include:
- Caller Identification Name and Number
 - Remote Access to Call Forwarding
 - Call Forwarding Variable
 - Call Waiting/Cancel
 - Call Return
 - Three Way Calling
 - Speed Dial 8
 - Speed Dial 30
 - Auto Redial
 - Call Forwarding - Busy/Don't Answer
 - Call Forwarding - Busy
 - Call Forwarding - Don't Answer

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.5 True Business Total Communications and Digital Total Communications¹

This Service is no longer available to new or existing Customers after November 1, 2004.

True Business Total Communications and Digital Total Communications is designed for customers who need high-speed Internet Access and have a minimum of 6 voice channels. True Business Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

The True Business Total Communications Base Package includes 6 voice channels, 512K of Internet Access, unlimited local calling, 3000 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package².

Customers may increase the number of voice channels in one-channel increments (up to a maximum of 23 total voice channels). Incremental voice lines include unlimited local calling, 500 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package². The data speed may be increased in 64K increments.

The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Local Number Portability (LNP), Primary Interexchange Carrier Charges (PICC), Hunting, and Touch Tone charges.

¹ True Business Total Communications and Digital Total Communications is not eligible for further discounting.

² Please Reference Section 12.4 in this tariff document for the You Choose Feature Package.

³ Applies to add incremental lines to existing service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.5 True Business Total Communications and Digital Total Communications¹, (cont'd.)

Customers must sign a minimum (1) year term agreement for True Business Total Communications. Package pricing is determined by the contract length (one-year or two-year term). Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges	One Year Term	Two Year Term
Voice Package Price	\$ 99.90	\$ 89.70
Incremental Line Price	\$ 16.65	\$ 14.95
		Non-Recurring
Base Package Installation Fees		\$199
Incremental Voice Line Package Installation Fees ³		\$20

¹ True Business Total Communications and Digital Total Communications is not eligible for further discounting.
² Please Reference Section 3.33.4 in this tariff document for the You Choose Feature Package.
³ Applies to add incremental lines to existing service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.5 True Business Total Communications and Digital Total Communications^{1*} (C)

(C)

True Business Total Communication and Digital Total Communications is designed for customers who need high speed Internet Access and have a minimum of 6 voice channels. True Business Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business.

True Business Total Communications Base Package includes 6 voice channels, 512K of Internet Access, unlimited local calling, 3000 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Packages ²

Customers may increase the number of voice channels in one channel increments (up to a maximum of 23 total voice channels). Incremental voice lines include unlimited local calling, 500 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package. The data speed may be increased in 64K increments.

The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Local Number Portability (LNP), Primary Interexchange Carrier Charges (PICC), Hunting, and Touch Tone charges.

¹ True Business Total Communications and Digital Total Communications pricing is contributory but not eligible for discount on the Independence Plan. True Business Total Communications and Digital Total Communications pricing is not eligible for discount on the Standard Plan.

² Please Reference Section 12.4 in this tariff document for the You Choose Feature Package.

³ Applies to add incremental lines to existing service.

* As of December 31, 2006, this product will only be available to current customers at their current location. (C)
(C)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.5 True Business Total Communications and Digital Total Communications¹, (cont'd.)

Customers must sign a minimum (1) year term agreement for True Business Total Communications. Full termination liabilities are assessed fro early termination of service.

Monthly Recurring Charge	One Year	Two Year	Three Year
Voice Package Price	\$107.70	\$95.70	\$89.70
Incremental Line Price	\$17.95	\$15.95	\$14.95
 Non-Recurring Charges			
Base Package Installation Fees			\$199.00
Incremental Voice Line Package Installation Fees ³			\$20.00

¹ True Business Total Communications and Digital Total Communications pricing is contributory but not eligible for discount on the Independence Plan. True Business Total Communications and Digital Total Communications pricing is not eligible for discount on the Standard Plan.

² Please Reference Section 12.4 in this tariff document for the You Choose Feature Package.

³ Applies to add incremental lines to existing service.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.34 Bundled Packages, (Cont'd.)

3.34.6 Digital PBX Bundled Package

The Digital PBX Bundled Package provides customers with Digital PBX service at convenient packaged rates. The package price includes all charges associated with Digital PBX Bundled Package including the Local Loop, 24 trunks, Federal Subscriber Line Charge (FSLC), and Local Number Portability (LNP) charges. Any optional features selected will be billed in addition to the Digital PBX Bundled Package rate. The Digital PBX Bundled package is not eligible for further discounts.

<u>Monthly Recurring Charge</u>	<u>1 Yr. Term</u>	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Digital PBX Package – 24 channels	\$ 629.20	\$ 556.60	\$ 520.30
20 DID Block	\$ 4.76	\$ 4.48	\$ 4.48
100 DID Block	\$ 23.80	\$ 22.40	\$ 22.40

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Non-Recurring Charges

Package Installation Fees	\$ 899.00
Calling Number Delivery	\$ 15.00
Trunk Change Charge	\$ 50.00
DID Setup Fee	
20 DID Block	\$ 13.00
100 DID Block	\$ 64.00

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans

3.35.1 Standard Discount Pricing Plan

The Standard Discount pricing structure offers discounts on its monthly recurring charges based upon a non-term plan (month to month) or term plan agreement as specified by the Customer. A Customer may select a monthly, one-year, or two-year plan period, which defines the Customer's fixed percentage discount as follows:

Monthly Plan	10% Discount
One-year Term Plan	15% Discount
Two-year Term Plan	20% Discount

Discounts are applied to the base rates identified in this tariff. The minimum discount rate of 10% applies to Customers utilizing the Company's services on a month to month basis and where a predetermined term plan has not been indicated. Upon selecting a term plan, the Customer agrees to fulfill the minimum time requirement of the contract, which will commence when service is initiated. A Customer may increase the term period of the contract at any time, thus increasing the rate of the discount applicable to the Customer's service arrangement.

The Company's pricing structure also offers a 25% discount on non-recurring charges applicable to the Customer's specific service options.

Customers who make a monthly revenue commitment for Company services will receive the associated rate indicated within this tariff. All services billed by the Company, including local and long distance services, will contribute to the monthly revenue commitment. If the customer does not meet their monthly revenue commitment, the customer will be invoiced for the difference.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.1 Standard Discount Pricing Plan, (cont'd.)

Customers who terminate services(except Integrated Services) prior to fulfilling their term commitment may be assessed a termination liability fee in an amount equal to the monthly revenue commitment level multiplied by the number of months remaining in their term. Customers who terminate Integrated Services (Integrated Access and Total Communications) prior to fulfilling their term agreement may be assessed a termination liability fee equal to the monthly recurring charges multiplied by the number of months remaining in the term agreement. The termination liability will be billed in one lump sum. Customers will not incur a termination liability fee if they: (1) agree to sign a new term plan agreement for a period equal to or greater than the time remaining in their current plan; and (2) commit to a monthly revenue commitment level equal to or greater than their current minimum monthly commitment level.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.1 Standard Discount Pricing Plan, (cont'd.)

The following services and/or charges are not eligible for discounted pricing:

Account Setup Fee
End User Common Line Charge
End User Port Charge
Integrated Services*
Directory Assistance
Operator Services
Usage Sensitive Features
Switched and Dedicated Toll Free Service

Public/Pay Telephone Surcharge
Switched and Dedicated Long Distance
Residential Services
Local Call Detail Billing

(C)

Services provided on a resale basis receive a 10% discount on monthly recurring and non-recurring charges. These discounts apply regardless of the term period selected.

* Line and data services only. Discounted pricing still applies to features and applicable usage.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.2 Independence Plan Discount Pricing Plan

The Independence Plan will offer three (3) levels of discounts to its customers based on the number of features, revenue volume and revenue commitments.

Level 1 - Independence Plan Feature Discounts

The Independence Plan Feature Discount will discount features based on the number of features subscribed to a line. List rates will be established for Custom Calling features at the market level. Independence Plan Feature Discounts are determined at a line level based on the number (see Chart 1) of eligible (see Chart 2) features that are subscribed to on the individual line. This discount is applied before any other discounts.

Number of Customer Calling Features on a Line	Feature Discount
2	20%
3	30%
4 or more	40%

Custom Calling Features	Contributory	Eligible
Caller ID options	Yes	Yes
Call Forwarding options	Yes	Yes
Call Waiting	Yes	Yes
Call Return	Yes	Yes
Auto Redial	Yes	Yes
Three Way Calling	Yes	Yes
Speed Dial options	Yes	Yes
Distinctive Ring	Yes	Yes
Anonymous Call Rejection	No	No
Selective Blocking (Per Call)	No	No
Complete Blocking (Per Line)	No	No
Call Transfer	No	No
Message Waiting Indicator	No	No

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.2 Independence Plan Discount Pricing Plan, (cont'd.)

Level 2 - Independence Plan Volume Discounts

The length of the term commitment determines the retroactive (per invoice cycle) volume discount schedule. Total contributory services under the Customer Master Account Level are to be aggregated during the billing cycle, to determine the earned discount percentage. The earned discount percentage will be applied to all eligible billing to determine The Independence Plan Volume Discounts earned. Product discounts are determined after feature discounts are applied.

Total Monthly Charges	One-Year Term	Two-Year Term
\$100.01- \$149.99	10%	15%
\$150.00 - \$299.99	13%	18%
\$300.00 - \$599.99	15%	20%
\$600.00 - \$1199.99	17%	22%
\$1,200.00 - \$2,399.99	19%	24%
\$2,400.00 - \$3,699.99	21%	26%
\$3,700.00 - \$5,599.99	23%	28%
\$5,600.00 +	25%	30%

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.2 Independence Plan Discount Pricing Plan, (cont'd.)

Level 2 - Independence Plan Volume Discounts, (continued)

Products and Services	Contributory	Eligible
Dedicated Internet Access Services	Yes	Yes
Total Communications - Base Package	Yes	No
Total Communications - Incremental	Yes	No
Integrated Access Channel Packages	Yes	No
UNE Based Products: :Business Lines / Analog / PBX Trunks	Yes	Yes
Digital PBX Service	Yes	Yes
Digital PBX Package	Yes	No
ISDN PRI Service	Yes	Yes
ISDN PRI Package (Promo)	Yes	No
Remote Call Forwarding (RCF)	Yes	Yes
Voice Mail*	Yes	Yes
Custom Calling Features	Yes	Yes
Directory Listing Services	Yes	Yes
Usage Sensitive Services	Yes	Yes
Operator Services	Yes	Yes
Wire Maintenance Plan*	Yes	Yes
Toll Blocking Options	Yes	Yes
Local Usage	Yes	Yes

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* Services not regulated under this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.2 Independence Plan Discount Pricing Plan, (cont'd.)

Level 2 - Independence Plan Volume Discounts, (continued)

Products and Services	Contributory	Eligible
InterLATA Usage	Yes	No
IntraLATA Usage	Yes	Yes
Toll Free	Yes	No
Service Order Charges	No	No
Installation Charges	No	No
Promotional Installation Charges	No	No
International Usage	Yes	No
Local Number Portability	Yes	No
No Primary Interexchange Carrier – Primary Interexchange Carrier Charge	No	No
End User Common Line Charge	Yes	No
Account Set Up Fee	No	No
Taxes	No	No
Universal Service Fund	No	No
Local Call Detail Billing Fee	Yes	Yes
Internet Services	Yes	Yes
Select Usage	No	No
Individual Case Basis (ICB)	Yes	No
Other	TBD	TBD

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 LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.35 Discounted Term Pricing Plans, (Cont'd.)****3.35.2 Independence Plan Discount Pricing Plan, (cont'd.)****Level 3 - Independence Plan Customer Revenue Commitment Discounts**

Customer has the option to make a monthly-billed revenue guarantee, and receive an additional discount off net total billing for the invoice cycle, before the application of any taxing elements.

Customer Level Commitment	
\$500	3%
\$1000	4%
\$1500	5%
\$2000	6%
\$2500	7%

Customer Level Commitments are measured at the Customer Master Account level, governing all invoices and service locations associated with the customer master service agreement. This discount is to be applied to the net total invoiced charges before the application of any taxing elements for the billing cycle, after all other product charges and/or discounts are applied. Any Select usage will NOT contribute to the Customer Level Commitment discount.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.35 Discounted Term Pricing Plans, (Cont'd.)

3.35.2 Independence Plan Discount Pricing Plan, (cont'd.)

**Level 3 - Independence Plan Customer Revenue Commitment Discounts,
(continued)**

If customer does not meet the revenue commitment, a shortfall penalty will be assessed, and no further discounting will be applied. At the time a multi-location customer agrees to a customer revenue commitment, the customer must determine which location will be billed the shortfall amount.

If customer's total billing (before application of taxing elements) for the invoice cycle does not meet the revenue commitment after the Independence Plan Customer Revenue Commitment Discounts are applied, NO shortfall penalty will be assessed. For example, a customer agrees to a \$500 revenue commitment and after all the applicable discounts are applied the customer's invoice amount is \$510. Since they reached their minimum revenue commitment they qualify for an additional 3% (\$15.30). When you subtract the discount from the total invoice the customer's billable amount is now \$494.70. Though their total billable amount (after all discounts) falls below their commitment we will not charge them a shortfall since it was the discount that took them below.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.36 Special Construction

3.36.1 General

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs.

3.36.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.36 Special Construction, (Cont'd.)

3.36.3 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and
 - (5) shipping and delivery.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.36 Special Construction, (Cont'd.)

3.36.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
 - * equipment and materials provided or used;
 - * engineering, labor and supervision;
 - * transportation;
 - * rights of way; and
 - * shipping and delivery.
 - (2) license preparation, processing and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identified costs related to the specially constructed or rearranged facilities.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.36 Special Construction, (Cont'd.)

3.36.4 Termination Liability, (cont'd.)

- C. **Calculating Termination Charges** - Termination charges shall be computed in accordance with tariffed regulations in Section 8.1.4a and 8.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.37 Non-Routine Installation and/or Maintenance

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to, installation and/or maintenance performed outside the Company's regular business hours, , on an expedited basis outside of the standard installation intervals, or (at the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. The Customer will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. 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.

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LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.38 Across America 1+ Plan

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:	\$ 5.00
Non-Recurring Charge, per toll-free number:	\$10.00

A. Plan 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	
\$0.0935	Month-to-Month	None	(I)

B. 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	
\$0.0935	Month-to-Month	\$5.00	(I)

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.38 Across America 1+ Plan, (Cont'd.)

C. 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	
\$0.0935	One (1) Year	\$50.00	(I)

D. 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	
\$0.0935	One (1) Year	\$200.00	(I)

3.39 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

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.40 Supplemental Change Charge

Customers will be assessed a Supplemental Change Charge when a change is requested to an installation Service Order in progress. This non-recurring charge will be based on the total monthly recurring charges for the Service Order and the time at which the change was requested during the order process. These charges are outlined below:

Monthly Recurring Charge Range	NON-RECURRING CHARGES		
	Timeframe of Change Request		
	Within 2 Business Days of Order Acceptance	On or after 3 rd Business Day after Order Acceptance and up to the 5 th Business Day Prior to Due Date	Within 5 Business Days of Due Date
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

Changes made to Service Orders in progress may result in a change to the order due date. If the Customer requests to keep the original due date additional, charges may also apply as outlined in Section 3.37.

LOCAL EXCHANGE SERVICES

SECTION 4 – PROMOTIONAL OFFERINGS**4.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customer when the promotional offering expires, and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

4.2 Trial Service Offering (TSO)

- 4.2.1** In the normal course of business the Company, at its discretion, may elect to offer certain services to the Customer on a “trial basis”.
- 4.2.2** In order to conduct such “trials”, the Company will file with the Commission, on at least the minimum notice required by the Commission relative to such service, a Trial Service Offering (TSO) Supplement.
- 4.2.3** The TSO Supplement will contain a brief description of the trial service(s), features, special agreements, applicable rates and regulations. In addition, the Supplement will include specific information as to the availability and estimated duration of the Trial Service Offering.
- 4.2.4** The filing of a TSO Supplement does not obligate the Company to continue the trial service beyond the stated trial period or to offer said service as a general tariffed offering in the future.
- 4.2.5** Service(s) provided hereunder are subject to all other applicable provisions in the tariffs of the Company lawfully on file with the Commission. However, the TSO rates and charges will supersede applicable general tariff rates and charges for the duration of the trial period.

LOCAL EXCHANGE SERVICES

SECTION 5 – INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, service descriptions and length of such agreement will be filed with the Pennsylvania Public Utility Commission.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS

6.1 XO Pennsylvania, Inc. is offering a promotion as set forth hereinafter to customers who fulfill the following criteria:

(a) Promotion Criteria:

- Free month for a One – Year Commitment, received in the 12th month(for usage and access occurring in the 11th month);
- Free Months for a Two – Year Commitment, received in the 12th and 24th months (for usage and access occurring in the 11th and 23rd months);
- Free Months for a Three – Year Commitment, received in the 12th, 24th, and 36th months (for usage and access occurring in the 11th, 23rd, and 35th months);.

The Free month(s) applies to Usage and Access.

- (b)** Customers must sign up for local, intraLATA and Long Distance services between July 19, 1999 and December 31, 1999 to qualify for the promotion.
- (c)** This promotion cannot be combined with any other promotion.
- (d)** Disclaimer: "The promotion applies to usage for local, intraLATA, Domestic Outbound, International, and Inbound Toll Free Services, and applies to access fees for Basic Lines, DID trunks, Flex Link DS1's, and DS1's. The promotion does not apply to features, voice mail, accounts with special off-tariffed pricing, carrier accounts, or accounts with non current payment status. The promotion applies only to accounts with local, intraLATA and long distance calling plans." (C)
- (e)** The awarded discount shall not exceed the averaged billing for the prior 12 month period and shall not exceed \$7,500 on applicable month (12, 24, or 36).

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.2 XO Pennsylvania, Inc. is offering a promotion as set forth hereinafter to Customers who fulfill the following criteria:

(a) New Customers whose service is within the following local calling areas as defined in Section 3.1.1 (Local Calling Areas) only of this tariff are eligible to receive an unlimited local calling package as described hereinafter:

Ambler	Eagle	Morrisville
Bala Cynwyd	Exton	North Wales
Bethayres	Flourtown	Paoli
Bristol	Hatboro	Phoenixville
Bryn Mawr	Jenkintown	Pottstown
Chester	Kennett Square	Quakertown
Chester Heights	King of Prussia	Ridley Park
Chester Springs	Langhorne	Royersford
Churchville	Lansdale	Swarthmore
Coatesville	Lansdowne-Upper Darby	Valley Forge
Collegeville	Larchmont	Warrington
Conshohocken	Levittown	Wayne
Dowington	Media	West Chester
Doylestown	Mendenhall	Willow Grove

(b) Customers would receive unlimited local calling for a monthly recurring charge of \$20.15, plus the appropriate monthly dial tone charge as per Section 3.1.3 and/or 3.1.4 of this tariff.

(c) This promotion will be in effect from August 2, 1999 to January 31, 2000.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.3 XO Customer Retention Promotion

- (a) This promotion is for local access Customers whose service is provided on a month to month contract, or whose current contract is within thirty (30) days of expiration, and execute a one, two, or three year term contract.
- (b) Customers signing for a one (1) year term contract will receive one (1) free month of usage and access (the 12th month of access and usage is credited in the 13th month)
- (c) Customers signing for a two (2) year term contract will receive two (2) free months of usage and access (the 12th and 24th month of access and usage will be credited in the 13th and 25th month)
- (d) Customers signing for a three (3) year term contract will receive three (3) free months of usage and access (the 12th, 24th, and 36th months of access and usage will be credited in the 13th, 25th, and 37th month)
- (e) The promotion applies to usage for local, intraLATA, Domestic Outbound, International, and Inbound Toll Free Services, and applies to access fees for Basic Lines, DID trunks, Flex Link DS1's, and DS1's. The promotion does not apply to DSL, DIA/IA, Audio Conferencing, Internet Products, features, voice mail, accounts with special off-tariffed pricing, carrier accounts, or accounts with non current payment status. (C)
- (f) The promotion applies only to accounts with local, intraLATA and long distance calling plans. The awarded discount shall not exceed the averaged billing for the prior 12 month period and shall not exceed \$7,500 on applicable month (13, 25 or 37).
- (g) In addition to the above, Customers who sign up under this promotion within seventy-two (72) hours of date of confirmation letter will receive a two (2) percent credit. The two (2) percent credit is calculated as two (2) percent of the last months bill multiplied by 12 months.
- (h) This promotion cannot be combined with other promotional offers.
- (i) This promotion will be in effect until December 31, 2001.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

- 6.4** The Company is offering a promotion as set forth hereinafter to Customers who fulfill the following criteria:
- (a)** New Customers whose service is within the following local calling areas as defined in Section 3.1.1 (Local Calling Areas) only of this tariff are eligible to receive an unlimited local calling package as described hereinafter:
 - Philadelphia Exchange (Zone 1)
 - Philadelphia Exchange (Zone 2)
 - Philadelphia Exchange (Zone 3)
 - Philadelphia Exchange (Zone 4)
 - (b)** Customers would receive unlimited local calling for a monthly recurring charge of \$20.15, plus the appropriate monthly dial tone charge as per Section 3.1.3 and/or 3.1.4 of this tariff.
 - (c)** This promotion will be in effect from September 4, 1999 to February 29, 2000.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.5 XO Customer Retention Promotion II**

- (a) This promotion is for local access Customers whose service is provided on a month to month contract, or whose current contract is within thirty (30) days of expiration, and execute a one, two, or three year term contract.
- (b) Customers signing for a one (1) year term contract will receive one (1) free month of usage or access (the 12th month of access or usage is credited in the 13th month)
- (c) Customers signing for a two (2) year term contract will receive two (2) free months of usage or access (the 12th and 24th month of access or usage will be credited in the 13th and 25th month)
- (d) Customers signing for a three (3) year term contract will receive three (3) free months of usage or access (the 12th, 24th, and 36th months of access or usage will be credited in the 13th, 25th, and 37th month)
- (e) The promotion applies to usage for local and/or intraLATA and applies to access fees for Basic Lines, DID trunks, and DS1's. The promotion does not apply to DSL, DIA/IA, Audio Conferencing, Internet Products, features, voice mail, accounts with special off-tariffed pricing, carrier accounts, or accounts with non current payment status.
- (f) The promotion applies only to accounts with local and/or intraLATA calling plans. The awarded discount shall not exceed the averaged billing for the prior 12 month period and shall not exceed \$7,500 on applicable month (13, 25 or 37).
- (g) In addition to the above, Customers who sign up under this promotion within seventy-two (72) hours of date of confirmation letter will receive a two (2) percent credit. The two (2) percent credit is calculated as two (2) percent of the last months bill multiplied by 12 months.
- (h) This promotion cannot be combined with other promotional offers.
- (i) This promotion will be in effect until December 31, 2001.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

- 6.6** XO Pennsylvania, Inc. is offering a promotion as set forth hereinafter to Customers who fulfill the following criteria:
- (a)** Customers must sign up for local and IntraLATA services on or before December 31, 1999.
 - (b)** 1 Free month for a One-Year Commitment (received in the 12th month);
 - (c)** 2 Free Months for a Two-Year Commitment (received in the 12th and 24th months);
 - (d)** 3 Free Months for a Three-Year Commitment (received in the 12th, 24th, and 36th months);
 - (e)** The Free month(s) applies to local and intraLATA usage only, no access.
 - (f)** This promotion cannot be combined with any other promotion.
 - (g)** Disclaimer : The promotion does not apply to Domestic Outbound, International and Inbound Toll Free services, monthly access fee, features, accounts with special off-tariffed pricing, carrier accounts or accounts with non-current payment status. The awarded discount shall not exceed the averaged billing for the prior 12-month period and shall not exceed \$7,500 on applicable month (12th, 24th or 36th). Can not be combined with other promotional offers. Promotion applies only to accounts with local and intraLATA calling plans. (C)

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.7 Basic Free Month Promotion

Customers subscribing to XO local service for a 1, 2 or 3 Year Term will receive 1, 2, or 3 months of free local, intraLATA usage, and free monthly access (monthly recurring charges) dependent on the term.

(a) Promotion Criteria:

- 1 Free Month for a One-Year Commitment (received the 6th month);
- 2 Free Months for a Two-Year Commitment (received the 6th and the 18th months);
- 3 Free Months for a Three-Year Commitment (received in the 6th, 18th and 30th months).

(b) Customers must sign up for local and IntraLATA services on or before June 30, 2001.

(c) Disclaimer: This promotion applies to usage for local and intraLATA usage. It does not apply to Domestic Outbound Long Distance, DSL, DIA/IA, Audio Conferencing, Internet Products, monthly access fees, features, accounts with special off-tariffed pricing, carrier or wholesale accounts, or accounts with non-current payment status. The awarded discount shall not exceed the averaged billed for the prior 12 month period, and shall not exceed \$7,500 on applicable month (6, 18, or 30). This promotion cannot be combined with any other promotional offer, and only applies to accounts with local & intraLATA usage.

(C)

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.8 Full Service Free Month Promotion

Customers subscribing to XO Local and Long Distance for a 1, 2 or 3 Year Term will receive 1, 2 or 3 months of free usage (local and long distance) and free monthly access (monthly recurring charges) on lines and trunks.

(a) Promotion Criteria:

- 1 Free Month for a One-Year Commitment, received the 6th month;
- 2 Free Months for a Two-Year Commitment, received the 6th and the 18th months;
- 3 Free Months for a Three-Year Commitment, received in the 6th, 18th and 30th months;

(b) The Free Month(s) applies to Usage and Access.

(c) Customers must sign up for local, intraLATA and Long Distance services on or before June 30, 2001 to qualify for the promotion.

(d) This promotion cannot be combined with any other promotion. Disclaimer: The promotion applies to usage for local, intraLATA, Domestic Outbound Interstate usage, and applies to access fee for Full Service Lines, Full Service PBX trunks, DS1 Services (DOD, DID/DOD Combo). It does not apply to DSL, DIA/IA, Audio Conferencing, & Internet Products, features, Voice Mail, accounts with special off-tariffed pricing, carrier or whole sale accounts, or accounts with non-current payment status. The awarded discount shall not exceed the averaged billed for the prior 12 month period, and shall not exceed \$7,500 on applicable month (6, 18, or 30). This promotion cannot be combined with any other promotional offer, and only applies to accounts with local, intraLATA, and long distance calling plans.

(C)
(C)

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

- 6.9** XO Pennsylvania, Inc. is offering a promotion as set forth hereinafter to Customers who sign up for this service on or before December 31, 2000.

XO PRI ISDN Promotion

This promotion is available to customers who sign up for PRI ISDN services under Section 3.1.9 of this tariff for a minimum one-year term commitment.

Such customers will receive the following:

1. Waiver of installation charges;
2. 1 Free Month for a One - Year Commitment (credit for the 6th month of service received in the 7th month of billing); 2 Free Months for a Three - Year Commitment (credits for the 6th and 18th months of service received in the 7th and 19th months of billing); 3 Free Months for a Five - Year Commitment (credits for the 6th, 18th, and 30th months of service received in the 7th, 19th, and 31st months of billing).
3. Free Month includes basic monthly recurring charge for access, monthly recurring charge for DID Capability per “B” Channel, and monthly recurring charge for DID numbers. It does not include charges for usage including monthly recurring charges for local calling packages, or any other options and/or features.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.10 Holiday Blitz Promotion

This promotion is available to Customers who sign up for Local Service, PRI ISDN, or Analog Enhanced Business Lines under Section 3.1 of this tariff for a minimum one-year term commitment on or before January 31, 2001.

Such customers will receive the following:

1. Free month of monthly recurring charges (MRC's) for either Local Lines or Trunks, PRI ISDN, or Analog Enhanced Business Lines, and a free month of local usage.
2. Customers who sign up for a one (1) year term will receive one (1) free month of MRC's and local usage credited in month 6 of the term;

Customers who sign up for a two (2) year term will receive two (2) free months of MRC's and local usage credited in months 6 and 18 of the term;

Customers who sign up for a three (3) year term will receive three (3) months of MRC's and local usage credited in months 6, 18, and 30 of the term.

3. This promotion does not apply to XOption, IA, DIA, DSL, DS3, Web Hosting, and Long Distance Services.
4. This promotion can not be combined with any other promotional offering.
5. In the event the Customer terminates any service agreement in conjunction with this promotion prior to expiration of the term, the Customer will be charged an early termination fee equal to the amount of any credits received pursuant to this promotion, in addition to any early termination charges referenced in the sales agreement.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.11 T1 Card Credit Promotion

New or existing Customers who subscribe to either both way or outbound only XO DS1 or PRI service, agreeing to a minimum of a two (2) year term, who require the installation of a T1 or PRI card in their PBX in order to support the installation of the DS1 or PRI service, will receive up to a maximum credit of \$2,500. Credits will be given for the actual card, along with any labor incurred to install the card. Limit per customer is three (3) T1 cards per customer. This credit will be given upon the receipt of a copy of the customer's paid invoice. The copy of the paid invoice must be mailed to XO, postmarked by July 31, 2002. This promotion is available to Customers who sign up for this service on or before June 30, 2001. If customers terminate their contract prior to the end of the contract period, all discounts will be prorated, and added to the customer's final invoice. This promotion does not apply to DS3 products, and is not available to wholesale customers.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.12 Save A Bundle Promotion**

Existing or new XO Customers who order any one of the XOption Service Offerings Number 1-13, or XO Standalone Integrated Access through May 31, 2001 and agree to the terms and conditions below, are eligible for the Save A Bundle Promotion. Existing customer is defined as a voice only or data only customer who is upgrading to one of the XOption Offerings or Standalone Integrated Access. New customer is defined as someone who has not subscribed to these services for one year prior to this promotion. Multiple Service Discount customers are not eligible for this promotion. Under the Save A Bundle promotion, Customer who agree to one, two or three year term commitment when ordering XOption No. 1-13 or Standalone Integrated Access will receive one free month of service for each year commitment plus free installation. For those customers ordering XOption, the free month(s) of service is equal to the tariffed Monthly Recurring Charge (MRC) and does not include any minutes of use exceeding the amount offered in XOption No. 1-13 service offerings. Additional minutes of use will be billed at the current tariffed rates. For those Customers ordering Standalone Integrated Access, the free month(s) of service is equal to the tariffed MRC and does not include local usage. Local usage will be billed at the current tariffed rates. The free month(s) of service does not include sales, use, gross receipts, excise, or other local, state and federal taxes, charges, user fees, or surcharges.

All customers signing term agreements under this promotion will receive free installation for these services and the first month's MRC free. In addition, customers signing two year agreements will receive the thirteenth month's MRC free and customers signing three year agreements will receive the thirteenth and twenty-fifth months' MRC free.

Should Customer terminate service prior to the end of the term commitment, Customer is responsible for the amount of the free month(s) of service granted, the monthly recurring charges times the number of months remaining in the term contract, and the cost of the previously waived installation.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.13 On-Net XOption or Integrated Access Bonus Promotion**

Existing or new On-Net XO Customers who order XOption #5, #6, #7, #10, #11, #13, or XO stand alone Integrated Access from March 1, 2001 through May 31, 2001 and agree to the terms and conditions below, are eligible for the On-Net Bonus Promotion. Existing customer is defined as a voice only or data only customer who is upgrading to XOption #5, #6, #7, #10, #11, #13, or Standalone Integrated Access. On-Net Customer is defined as a location where the Customer service location is provided entirely by XO over its own fiber or wireless facilities. New customer is defined as someone who has not subscribed to these services for one year prior to this promotion. Under the On-Net Bonus promotion, Customers who agree to one, two or three year term commitment when ordering XOption #5, #6, #7, #10, #11, #13 or Standalone Integrated Access will receive two free months of service for each year of commitment plus free installation. For those customers ordering XOption, the free month(s) of service is equal to the tariffed Monthly Recurring Charge (MRC) and does not include any minutes of use exceeding the amount offered in XOption #5, #6, #7, #10, #11, #13 service offerings. Additional minutes of use will be billed at the current tariffed rates. For those Customers ordering Standalone Integrated Access, the free month(s) of service is equal to the tariffed MRC and does not include local usage. Local usage will be billed at the current tariffed rates. Free month(s) of service does not include sales, use, gross receipts, excise, or other local, state and federal taxes, charges, user fees, or surcharges.

All customers signing term agreements under this promotion will receive free installation for these services and the first and second month's MRC free. In addition, customers signing two year agreements will receive the thirteenth and fourteenth month's MRC free and customers signing three year agreements will receive the thirteenth, fourteenth, twenty-fifth and twenty-sixth months' MRC free.

Should Customer terminate service prior to the end of the term commitment, Customer is responsible for the amount of free month(s) of service granted, the monthly recurring charges times the number of months remaining in the term contract, and the cost of the previously waived installation.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.14 Free Month of Service**

The Free Month of Service promotion will be offered through June 15, 2001 to existing XO Customers who meet the following qualifications and agree to the terms and conditions below. An existing Customer is defined as a customer who currently receives XO services. Customer must also currently be billed in arrears and agree to renew an existing voice service contract for a term of equal or greater commitment up to three years to be eligible for this promotion. Customer renewing a current XO contract for one, two or three year(s) will receive one free month of service for each year commitment. The free month of service is defined as the current Monthly Recurring Charge (MRC) and will appear as a credit on the customer's bill. Credits will be applied in the 1st, 25th, and 37th months of the new contract term.

The free month(s) of service credit does not include usage, sales, gross receipts, excise, or other local, state and federal taxes, charges, user fees, or surcharges. This promotion may not be combined with the Satisfaction Guarantee or with any other promotion. Should the Customer terminate service prior to the end of the term commitment, Customer is responsible for the total amount of the free month(s) of service credit(s), and the value of the of the MRC's remaining in the term contract.

6.15 Keeping the Momentum Promotion

New Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion and existing customers who add additional locations, who sign one, two or three year terms for Company's Integrated Access, ISDN PRI or any XOption product or one or more T-1 lines for local service on or before June 30, 2002 will receive free installation and one free month of service for each year of their term. The free month will be the 13th, 25th and 37th months of Customer's contract. Free installation is for standard installations only. The free month is defined as the applicable monthly recurring charge (MRC) for the product chosen by the new Customer. This promotion does not apply to Multiple Service Discount Customers.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.16 Contract Renewal Promotion**

Company Customers whose service is provided on a month to month contract, or whose current contract is within thirty (30) days of expiration, and who execute a new one, two, three or five year term contract for all voice products, excluding voice features, that have a monthly recurring charge component on or before **December 31, 2003** may be eligible to receive one free month of service for each year of their term. The Free month(s) will appear on the Customer's invoice in the 12th, 24th, 36th, 48th and 60th months of Customer's contract, depending on contract length.

Customers located in an area where the Company is collocated in the ILEC wire center serving the Customer are eligible for this promotion. Other Customers may be eligible for this promotion depending upon their service configuration. All customers are also required to meet minimum revenue commitments.

The free month is defined as the applicable monthly recurring charge(s) (MRC) for standard priced voice product(s), excluding voice features, chosen by the Customer. No free month credit shall exceed \$7,500.00. If customer's MRC(s) exceeds \$7,500, Customer will be charged the difference between the actual MRC(s) and \$7,500 in the free month(s). Credits for monthly recurring charges do not include usage, taxes, user fees, or surcharges. This promotion cannot be combined with other promotions. If Customer's Company service is terminated prior to the end of Customer's term commitment, the Customer will be liable for all credits applied to Customer's account pursuant to this promotion. All other terms and conditions of Company's services shall apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.17 XOption Promotions

New XOption Customers and existing XOption Customers may be eligible for the following promotional rates on selected XOption packages. New XOption Customers are defined as Customers who have not received XOption service for at least one year prior to receiving service under this promotion and who sign one, two or three year contracts for the XOption service. Existing XOption customers are customers who currently receive XOption service and who are current in their payment of Company services. Existing customers must sign new term contracts that are equal to or greater than the term remaining in the current contract. All contracts under this promotion must be signed on or before April 30, 2002. The promotional rates are valid for XOption # 5, 6, 10, 11, 13 and 15 and apply for the entire contract term. All other Terms and Conditions of the XOption products apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.17 XOption Promotions

(a) Rates

XOption #5 – Monthly Recurring Charges:

A = \$1410.00

B = \$1560.00

C = \$1710.00

XOption #6 – Monthly Recurring Charges:

A = \$1565.00

B = \$1665.00

C = \$1815.00

XOption #10 – Non – Recurring Charge, per user = \$100.00

Monthly Recurring Charges, per user:

A = \$100.00

B = \$110.00

C = \$120.00

XOption #11 – Non – Recurring Charge, per user = \$33.00

Monthly Recurring Charges, per user:

A = \$33.00

B = \$36.00

C = \$40.00

XOption #13 – Monthly Recurring Charges:

A = \$2030.00

B = \$2780.00

C = \$4030.00

XOption #15 – Monthly Recurring Charges:

A = \$2300.00

B = \$3050.00

C = \$4300.00

This promotion may not be combined with other promotions or with the Multiple Service Discount. This promotion will expire on April 30, 2002, unless sooner modified or withdrawn.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.18 XO On-Net 2Q Promotion

6.18.1 Promotional discounts apply to Company services listed below when Customer is located in On-Net buildings. Monthly recurring charges (MRC's) are waived based on service ordered and term commitment. Discounts do not apply to usage. For the purpose of this Promotion "On-net" is defined as any location or premise where Company Service is provided exclusively over Company facilities. Product descriptions may be found in Section 3.0 of this Tariff.

Dedicated Long Distance:

MRC's waived for the 4th and 12th month. Installation charges are waived. Regardless of Term commitment, a maximum of two months MRC's will be waived.

Commercial Private Line*:

MRC's waived for the 4th and 12th month. Installation charges are waived * Applies only to MRC's for on-net loops, MRC's for off-net loop still applies.

XOption*: MRC's waived as follows:

1 Year Term: 4th and 12th month will be waived.

2 Year Term: 4th, 12th, 16th and 24th month will be waived.

3 Year Term: 4th, 12th, 16th, 24th, 28th and 36th month will be waived.

Installation charges are waived

*Applies to XOption Bundles 5, 6, 7, 10, 11, 13, 15 & 16. MRC waiver does not include minutes of use exceeding the package amount in each option. Overage usage beyond those minutes included in the package will be billed at the current XOption usage rate, as outlined in Section 3.1.14 of this Tariff.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.18 XO On-Net 2Q Promotion, (Cont'd.)

6.18.1 (cont'd.)

Switched T-1* (Channelized DS1, Super Trunk or Digital Switched Service):
MRC's waived as follows:

1 Year Term: 4th and 12th month will be waived.
2 Year Term: 4th, 12th, 16th and 24th month will be waived.
3 Year Term: 4th, 12th, 16th, 24th, 28th and 36th month will be waived.

Installation charges are waived.

ISDN PRI Two-Way:

MRC's waived as follows:

1 Year Term: 4th and 12th month will be waived.
2 Year Term: 4th, 12th, 16th and 24th month will be waived.
3 Year Term: 4th, 12th, 16th, 24th, 28th and 36th month will be waived.

Installation charges are waived

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.18 XO On-Net 2Q Promotion, (Cont'd.)

6.18.1 (cont'd.)

Business Lines & Trunks:

MRC's waived as follows:

1 Year Term: 4th and 12th month will be waived.

2 Year Term: 4th, 12th, 16th and 24th month will be waived.

3 Year Term: 4th, 12th, 16th, 24th, 28th and 36th month will be waived.

Installation charges are waived.

Installation charges may be waived if Business Lines or Trunks are purchased in conjunction with other Company Voice or Data services.

6.18.2 Eligibility & Restrictions: Available to new customers, defined as anyone who has not purchased a Company service within the previous one (1) year and existing Customers that add a service location.

The waiver of MRC's an/or Installation charges under this Promotion does not include Taxes or Surcharges.

The XO On-Net 2Q Promotion cannot be combined with any other Company Promotion.

6.18.3 Length of Promotion - Promotion is effective June 1, 2002 through July 28, 2002.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.19 Contract Renewal Promotion II

Company Customers whose service is provided on a month to month contract, or whose current contract is within thirty (30) days of expiration, and who execute a new one, two, three or five year term contract for all voice products, excluding voice features, that have a monthly recurring charge component may be eligible to receive one free month of service for each year of their term. The free month(s) will appear on the Customer's invoice in the 12th, 24th, 36th, 48th and 60th months of Customer's contract, depending on contract length.

This promotion is effective July 1, 2002 through September 30, 2002.

Customers located in an area where the Company is collocated in the ILEC wire center serving the Customer are eligible for this promotion. Other Customers may be eligible for this promotion depending upon their service configuration. All customers are also required to meet minimum revenue commitments.

The free month is defined as the applicable monthly recurring charge(s) (MRC) for standard priced voice product(s), excluding voice features, chosen by the Customer. No free month credit shall exceed \$7,500.00. If customer's MRC(s) exceeds \$7,500, Customer will be charged the difference between the actual MRC(s) and \$7,500 in the free month(s). Credits for monthly recurring charges do not include usage, taxes, user fees, or surcharges. This promotion cannot be combined with other promotions.

If Customer's Company service is terminated prior to the end of Customer's term commitment, the Customer will be liable for all credits applied to Customer's account pursuant to this promotion. All other terms and conditions of Company's services shall apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.20 Grow with XO Promotion**

- 6.20.1** This promotion is offered to Existing Company Voice Customers, defined as Customers who currently subscribe to Company voice services only. Existing Voice Customers who sign one, two or three year terms for Company's Integrated Access, Dedicated Internet Access or XOption services may be eligible to receive free installation of the new services and one free month of service for each year of their term. The free month(s) will be the 4th, 16th and 28th month(s) of Customer's contract.
- 6.20.2** In order to be eligible for this promotion, the Existing Voice Customers must also meet the following obligations. The Existing Voice Customers must subscribe to voice services under current contracts in good standing and have contracts that are not due to expire within sixty days. All Existing Voice Customers located in an area where the Company is collocated in the ILEC wire center serving the Customer are eligible for this promotion. Other Existing Voice Customers may be eligible for this promotion depending upon their service configuration.
- 6.20.3** The Existing Voice Customers must sign a new contract for the service chosen under this promotion. For Customers signing new contracts for Integrated Access or XOption, the new contract must be of equal or greater length than the Customer's current contract. This restriction does not apply to Customers signing new contracts for Dedicated Internet Access. The Monthly Recurring Charge (MRC) of the new contract, or of the new contract combined with the current voice services only contract if the voice services only contract remains in effect, must be at least \$300 greater than the MRC of the current voice services only contract.
- 6.20.4** Free installation is for standard installations only. The free month is defined as the applicable monthly recurring charge (MRC) only for the new product chosen by the Existing Voice Customer. The free installation and free month(s) will appear as an automatic credit on the Customer's account. This promotion does not apply to Multiple Service Discount Customers. This promotion may not be combined with any other promotion.
- 6.20.5** Promotion is effective from July 1, 2002 through July 28, 2002.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.21 Go with XO 1 Promotion

6.21.1 New Company Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion, who subscribe to Company service on or before September 30, 2002 may be eligible to receive one free month of service or a waiver of Company's Early Termination Charge if service is discontinued within six months of installation.

6.21.2 To be eligible for this promotion, New Company Customers must sign a two year contract for one of the following products: Integrated Access at speeds of 256k and greater; Dedicated Internet Access; XOption with a Dedicated Internet Access component; ISDN PRI; switched T1; or local lines and trunks. All products with a DSL component and XOption M – Satellite Office Solutions are ineligible for this promotion. New Company Customers choosing local lines and trunks must purchase a minimum of ten (10) local lines. New Company Customers must be located in an area where the Company is collocated in the ILEC wire center serving the Customer to be eligible for this promotion. Other New Company Customers may be eligible for this promotion depending upon their service configuration. All customers may also be required to meet minimum revenue commitments.

6.21.3 The free month is defined as the applicable monthly recurring charge (MRC) for the product(s) chosen by the New Company Customer. Credits for monthly recurring charges do not include usage, taxes, user fees, or surcharges. The free month will be for the 13th month of Customer's contract and, because Company bills in advance for recurring charges, will appear as an automatic credit on the Customer's account in the Customer's 12th billing cycle. If service is discontinued after six months of receiving service, regular Company Early Termination Charges will apply. This promotion does not apply to Multiple Service Discount Customers, may not be combined with any other promotion except the Go with XO Integrated Access Promotion and will be available until September 30, 2002, unless sooner canceled, withdrawn or modified.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.22 Go with XO 2 Promotion**

- 6.22.1** New Company Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion, who sign one, two or three year terms for Company's products listed below on or before September 30, 2002 may be eligible to receive one free month of service for each year of their term.
- 6.22.2** To be eligible for this promotion, New Company Customers must sign a one, two or three year term for one of the following products: Integrated Access at speeds of 256k and greater; Dedicated Internet Access; XOption with a Dedicated Internet Access component; ISDN PRI; switched T1; or local lines and trunks. All products with a DSL component and XOption M – Satellite Office Solutions are ineligible for this promotion. New Company Customers choosing local lines and trunks must purchase a minimum of ten (10) local lines. New Company Customers must be located in an area where the Company is collocated in the ILEC wire center serving the Customer to be eligible for this promotion. Other New Company Customers may be eligible for this promotion depending upon their service configuration. All customers may also be required to meet minimum revenue commitments.
- 6.22.3** The free month(s) will be the 13th, 25th and 37th months of Customer's contract and, because Company bills in advance for recurring charges, will appear as an automatic credit on the Customer's account in the Customer's 12th, 24th and 36th billing cycles. The free month is defined as the applicable monthly recurring charge (MRC) for the product(s) chosen by the New Company Customer. The free month(s) will appear as an automatic credit on the Customer's account. Credits do not include usage, taxes, user fees, or surcharges. This promotion does not apply to Multiple Service Discount Customers, may not be combined with any other promotion except the Go with XO Integrated Access Promotion and will be available until September 30, 2002, unless sooner canceled, withdrawn or modified. In cases where the free month is outside of the Customer's contract term, all contract terms and conditions apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.23 Go with XO 3 Promotion**

- 6.23.1** New Company Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion, who sign two or three year terms for Company's products listed below on or before September 30, 2002 may be eligible to receive two free months of service for each year of their term.
- 6.23.2** To be eligible for this promotion, New Company Customers must sign a two or three year term for one of the following products: Integrated Access at speeds of 256k and greater; Dedicated Internet Access; XOption with a Dedicated Internet Access component; ISDN PRI; switched T1; or local lines and trunks. All products with a DSL component and XOption M – Satellite Office Solutions are ineligible for this promotion. New Company Customers choosing local lines and trunks must purchase a minimum of ten (10) local lines. New Company Customers must be located in an area where the Company is collocated in the ILEC wire center serving the Customer to be eligible for this promotion. All customers are also required to meet minimum revenue commitments.
- 6.23.3** The free months will be the 7th, 13th, 19th, 25th, 31st, and 37th months of Customer's contract and, because Company bills in advance for recurring charges, will appear as automatic credits on the Customer's account in the Customer's 6th, 12th, 18th, 24th, 31st and 36th billing cycles. The free month is defined as the applicable monthly recurring charge (MRC) for the product(s) chosen by the New Company Customer. The free month(s) will appear as an automatic credit on the Customer's account. Credits for monthly recurring charges do not include usage, taxes, user fees, or surcharges. This promotion may not be combined with any other promotion except the Go with XO Integrated Access Promotion and will be available until September 30, 2002, unless sooner canceled, withdrawn or modified. In cases where the free month is outside of the Customer's contract term, all contract terms and conditions apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.24 Go with XO Upsell Promotion**

- 6.24.1** This promotion is offered to Existing Company Voice Customers, defined as Customers who currently subscribe to Company voice services only. Existing Voice Customers who sign one, two or three year terms for one of the following Company services: Integrated Access, Dedicated Internet Access – T1 or below, or XOption with a Dedicated Internet Access component on or before September 30, 2002 may be eligible to receive one free month of service for each year of their term. All products with a DSL component and XOption M – Satellite Office Solutions are ineligible for this promotion.
- 6.24.2** To be eligible for this promotion, the Existing Voice Customers must also meet the following obligations. The Existing Voice Customers must subscribe to voice services under current contracts in good standing and have contracts that are not due to expire within sixty days. All Existing Voice Customers located in an area where the Company is collocated in the ILEC wire center serving the Customer are eligible for this promotion. Other Existing Voice Customers may be eligible for this promotion depending upon their service configuration. All customers may also be required to meet minimum revenue commitments.
- 6.24.3** The Existing Voice Customers must sign a new contract for the service chosen under this promotion. For Customers signing new contracts for Integrated Access or XOption, the new contract must be the greater of a one year term or a term equal to or greater length than the Customer's current contract. This restriction does not apply to Customers signing new contracts for Dedicated Internet Access. The Monthly Recurring Charge (MRC) of the new contract, or of the new contract combined with the existing contract if it remains in effect, must be at least \$300 greater than the MRC of the existing contract.
- 6.24.4** The free month(s) will be the 13th, 25th, and 37th month(s) of Customer's contract. The free month is defined as the applicable monthly recurring charge (MRC) only for the new product chosen by the Existing Voice Customer. The free month(s) will appear as an automatic credit on the Customer's account. Credits do not include usage, taxes, user fees, or surcharges. This promotion does not apply to Multiple Service Discount Customers. This promotion may not be combined with any other promotion except the Go with XO Integrated Access Promotion and will be available until September 30, 2002, unless sooner canceled, withdrawn or modified. In cases where the free month is outside of the Customer's contract term, all contract terms and conditions apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.25 Go with XO Renewal Promotion

- 6.25.1** Company Customers whose service is provided on a month to month contract, or whose current contract is within thirty (30) days of expiration, and who execute a new one year term on or before September 30, 2002 may be eligible to receive one free month of service or a waiver of Company's Early Termination Charge if service is discontinued within six months after service begins under the renewed contract.
- 6.25.2** To be eligible for this promotion, Customers must be located in an area where the Company is collocated in the ILEC wire center serving the Customer. Other Customers may be eligible for this promotion depending upon their service configuration. All customers may also be required to meet minimum revenue commitments.
- 6.25.3** The free month will be the 7th month of Customer's renewed contract and, because Company bills in advance for recurring charges, will appear as an automatic credit on the Customer's account in the Customer's 6th billing cycle. The free month is defined as the applicable monthly recurring charge (MRC) for standard priced voice product(s), excluding voice features, chosen by the Customer. In no case shall the free month credit exceed \$7,500.00. The free month will appear as an automatic credit on the Customer's account. Credits do not include usage, taxes, user fees, or surcharges. If service is discontinued after six months of receiving service under the renewed contract, regular Company Early Termination Charges will apply
- 6.25.4** This promotion may not be combined with any other promotion except the Go with XO Integrated Access Promotion and will be available until September 30, 2002, unless sooner canceled, withdrawn or modified.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.26 Go with XO Integrated Access Promotion

6.26.1 New or Existing Company Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion and Customers who currently subscribe to Company voice services respectively, who sign up for Company's Integrated Access product on or before September 30, 2002 may be eligible to receive a reduced requirement for local exchange lines or channels.

6.26.2 To be eligible for this promotion, New and Existing Customers must purchase a minimum of six (6) local exchange lines or channels and reach a minimum total of fourteen (14) voice and data channels combined and, at a minimum, enter a one (1) year service order agreement. All other terms and conditions of Company's Integrated Access product, listed in Section 3.1.11 of this Tariff, apply. To be eligible for this promotion, Customers must be located in an area where the Company is collocated in the ILEC wire center serving the Customer. Other Customers may be eligible for this promotion depending upon their service configuration. All customers may also be required to meet minimum revenue commitments.

 LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.27 Premium XOption #7 Promotion**

Customers signing new contracts for Premium XOption #7 located in Section 3.1.14.7 of this tariff between March 21, 2003 up to and including **December 31, 2003** may receive the following promotional pricing. All requirements for this XOption as listed in Section 3.1.14.7 apply during the promotional period.

Monthly Recurring Charge	A=\$910.00 B=\$1,055.00 C=\$1,205.00 D=\$2,110.00
Non-Recurring Charge	\$999.00

6.28 Premium XOption #16 Promotion

Customers signing new contracts for Premium XOption #7 located in Section 3.1.14.16 of this tariff between March 21, 2003 up to and including December 31, 2003 may receive the following promotional pricing. All requirements for this XOption as listed in Section 3.1.14.16 apply during the promotional period.

Monthly Recurring Charge	A=\$1,075.00 B=\$1,220.00 C=\$1,370.00 D=\$2,275.00
Non-Recurring Charge	\$999.00

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.29 On-Net Promotion**

- 6.29.1** The On-Net Promotion offers eligible Customers two free months of service (as described below) for each year of their term commitment and a reduced installation fee. This promotion is available to New Customers, defined as Customers who have not received service from Company for at least one year prior to receiving service under this promotion, and existing Company Customers who add new service locations, defined as a Customer location that has not received service from Company for at least one year prior to receiving service under this promotion. In order to be eligible for this promotion, Customers must subscribe to the services listed below, for a two or three year term commitment, on or before September 15, 2003; and service must be provided via Company on-net facilities.
- 6.29.2** Services offered under this promotion: any XOption that includes Dedicated Internet Access; ISDN PRI; switched T1; network access for DS1 private lines; or local lines and trunks. All products with a DSL component and XOption M – Satellite Office Solutions are ineligible for this promotion. Customers receiving local line or trunk service under this promotion must purchase a minimum of ten (10 local lines or trunks).
- 6.29.3** The free months will be the 7th, 13th, 19th, 25th, 31st, and 37th months of Customer's contract and, because Company bills in advance for recurring charges, will appear as automatic credits on the Customer's account in the Customer's 6th, 12th, 18th, 24th, 31st and 36th billing cycles. The free month is defined as the applicable monthly recurring charge (MRC) for the product(s) chosen by the Customer. Credits for monthly recurring charges do not include usage, taxes, user fees, or surcharges. Customers signing a two year term will also receive a 50% discount off the installation charges associated with the service chosen. Customers signing a three year term will also receive a waiver of the installation charges associated with the service chosen. This promotion may not be combined with any other promotion or offer and will be available until **September 15, 2003**, unless sooner canceled, withdrawn or modified. In cases where the free month is outside of the Customer's contract term, all contract terms and conditions apply.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.30 XOption Monthly Credit Promotion

The XOption Monthly Credit Promotion offers Customers meeting certain criteria a monthly credit, as described below, during the Customer’s initial term of service.

In order to receive the credits offered in this promotion, Customers must sign up for a minimum two year term commitment, on or before November 30, 2003, for any of the following XOption bundles #7and #16.

Under this promotion, Customers will receive monthly credits as follows:

XOption bundle	Monthly Credit
#7 and #16	\$50.00

Monthly credits will be applied per XOption bundle, with only one credit offered per F bundle. Credits will be applied each month during the Customer’s initial term of service only. This promotion will not apply to any renewal periods. If for any reason, the Customer fails to complete its initial term commitment, XO reserves the right to charge the Customer all amounts that XO credits under this promotion.

Except for the XOption #7 and the XOption #16 promotions, this promotion cannot be combined with any other promotions, individual case basis arrangements or other special offers.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.31 The XO Multi-location Incentive Promotion

This promotion is available to Customers that contract for XO service at new locations on or before September 30, 2003. As used in this promotion, “new location” is defined as a location that has not received any XO service during the previous one year. Each new location must be subscribed to XO services for a minimum one year term commitment.

Under this promotion, XO will provide a one time credit to each new location. The credit will be equal to the lesser of the following: one month’s recurring charges of the new location or \$1000.00. The credit will be applied during the new location’s first month’s bill cycle or the soonest thereafter.

This promotion may not be combined with other promotions, individual case basis arrangements or other special offers. Customers who cancel service within 90 days of the Start of Service under the Satisfaction Guarantee will be responsible for paying XO the total credits received under this promotion by each location.

6.32 XOption M -- Satellite Office Solutions Summer Promotion

This promotion is available to New and Existing Customers that subscribe to XOption M -- Satellite Office Solutions, pursuant to this promotion on or before September 15, 2003, for a minimum two year commitment.

Under this promotion, Customers may receive XOption M – Satellite Office Solutions service without having to meet the requirements set forth in section 3.1.20.17.1 of this tariff that the Customer: (1) receive XO service at a minimum of three locations; and (2) receive at one location, one of the sixteen XOption bundles.

This promotion may be combined with other promotions and special offers. This promotion may not be used with any individual case basis offerings.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.33 Northeast On-Net Promotion**

6.33.1 Description of Promotion - Promotional discounts apply to Company services listed below when Customer is located in an On-Net building. Monthly recurring charges (MRC's) are waived based on service ordered and term commitment. Discounts do not apply to usage. For the purpose of this Promotion "On-net" is defined as any location or premise where Company Service is provided exclusively over Company facilities. Product descriptions may be found in Section 3.0 of this Tariff.

1) XOption*:

MRC's will be waived as follows:

1 Year Term: 4th & 12th month will be waived

2 Year Term: 4th, 12th, 16th & 24th month will be waived

3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived

Installation charges waived.

**Applies to XOption Bundles 5, 6, 7, 13, 15 & 16. MRC waiver does not include minutes of use exceeding the package amount in each option. Overage usage beyond those minutes included in the package will be billed at the current XOption usage rate, as outlined in this tariff.

2) Standalone Integrated Access*

MRC's will be waived as follows:

1 Year Term: 4th & 12th month will be waived

2 Year Term: 4th, 12th, 16th & 24th month will be waived

3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived

Installation charges waived.

*Applies only for data speeds of 256k to 1.024M. MRC Waiver applies to the monthly recurring charges only and does not include Local and Long Distance usage.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.33 Northeast On-Net Promotion

6.33.1 Description of Promotion,)cont'd.)

3) Dedicated Internet Access* (T1 and below, includes local loop)

MRC's will be waived as follows:

- 1 Year Term: 4th & 12th month will be waived
 - 2 Year Term: 4th, 12th, 16th & 24th month will be waived
 - 3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived
- Installation charges waived.

*MRC Waiver applies only to the monthly recurring charges for the port and local loop.

4) Switched T-1* (Channelized DS1, Super Trunk or Digital Switched Service):

MRC's will be waived as follows:

- 1 Year Term: 4th & 12th month will be waived
 - 2 Year Term: 4th, 12th, 16th & 24th month will be waived
 - 3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived
- Installation charges waived.

*MRC Waiver applies to the monthly recurring charges only and does not include Local or Long Distance usage.

5) ISDN PRI Two-Way:

MRC's will be waived as follows:

- 1 Year Term: 4th & 12th month will be waived
 - 2 Year Term: 4th, 12th, 16th & 24th month will be waived
 - 3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived
- Installation charges waived.

*MRC Waiver applies to the monthly recurring charges only and does not include Local and Long Distance usage.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.33 Northeast On-Net Promotion

6.33.1 Description of Promotion,)cont'd.)

6) Business Lines & Trunks*:

MRC's will be waived as follows:

1 Year Term: 4th & 12th month will be waived

2 Year Term: 4th, 12th, 16th & 24th month will be waived

3 Year Term: 4th, 12th, 16th, 24th, 28th & 36th month will be waived

Installation charges may be waived if Business Lines or Trunks are purchased in conjunction with other Company Voice or Data services. The purchase of Business Line or Trunk features does not qualify the Customer for waiver of installation charges.

*MRC Waiver applies to the monthly recurring charges only and does not include Local and Long Distance usage.

7) Network Access for Dedicated Long Distance:

MRC's will be waived for the 4th and 12th month.

Installation charges waived. Regardless of Term commitment a maximum of two months MRC's will be waived.

*MRC Waiver applies to the monthly recurring charges only and does not include Local and Long Distance usage.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.33 Northeast On-Net Promotion

6.33.2 Eligibility & Restrictions

Available to new customers, defined as anyone who has not purchased a Company service within the previous one (1) year and existing Customers that add a service location. Customers receiving ICB pricing are excluded from this Promotion. If, for any reason Customer's Service is terminated prior to the end of Customer's term commitment, the Customer will be liable for and required to pay Company for all MRC's and applicable charges associated with installation of Customer's Company services.

The waiver of MRC's and/or Installation charges under this Promotion does not include Taxes or Surcharges.

The Northeast On-Net Promotion cannot be combined with any other Company Promotion.

6.33.3 Length of Promotion

Promotion is effective September 8, 2003 through January 31, 2004.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.34 XOption Monthly Credit Promotion II

The XOption Monthly Credit Promotion offers Customers meeting certain criteria a monthly credit, as described below, during the Customer's initial term of service.

In order to receive the credits offered in this promotion, Customers must sign up for a minimum two year term commitment, on or before March 31, 2004, for any of the following XOption bundles #7 and #16.

Under this promotion, Customers will receive monthly credits as follows:

XOption bundle	Monthly Credit
#7 and #16	\$50.00

Monthly credits will be applied per XOption bundle, with only one credit offered per bundle. Credits will be applied each month during the Customer's initial term of service only. This promotion will not apply to any renewal periods. If for any reason, the Customer fails to complete its initial term commitment, Company reserves the right to charge the Customer all amounts that Company credits under this promotion.

Except for the XOption #7 and the XOption #16 promotions, this promotion cannot be combined with any other promotions, individual case basis arrangements or other special offers.

 LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)**6.35 Deluxe XOption #7 Promotion II**

Customers signing new contracts for Deluxe XOption #7 located in Section 3.1.20.7 this tariff between October 29, 2004 up to and including December 31, 2004 may receive the following promotional pricing. All requirements for this XOption as listed in Section 3.1.20.7 apply during the promotional period.

Monthly Recurring Charge	A=\$910.00 B=\$1,055.00 C=\$1,205.00 D=\$2,110.00
Non-Recurring Charge	\$999.00

6.36 Deluxe XOption #16 Promotion II

Customers signing new contracts for Deluxe XOption #7 located in Section 3.1.20.16 of this tariff between October 29, 2004 up to and including December 31, 2004 may receive the following promotional pricing. All requirements for this XOption as listed in Section 3.1.20.16 apply during the promotional period.

Monthly Recurring Charge	A=\$1,075.00 B=\$1,220.00 C=\$1,370.00 D=\$2,275.00
Non-Recurring Charge	\$999.00

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.37 Looking Up Promotion

The Looking Up Promotion offers new Customers discounts on installation and Monthly Recurring Charges as described below. Those Customers who subscribe to a two or three year term commitment when ordering XOption Number 7, 13, 15 or 16 or who subscribe to a one, two or three year term of Digital Switched T1 services will receive the discounts as described below.

Digital Switched T1 Trunk

1 year term: 50% discount on installation and 10% discount on MRC
2 year term: Free installation and 15% discount on MRC
3 year term: Free installation and 20% discount on MRC

XOption Numbers 7, 13, 15 or 16

2 year term: Free installation and 15% discount on MRC
3 year term: Free installation and 20% discount on MRC

The Monthly Recurring Charge does not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees or surcharges. Should Customer terminate service prior to the end of the term commitment, Customer is responsible for all applicable early termination charges and the cost of the previously waived installation. This promotion cannot be combined with any other offer, promotion or individual case basis pricing arrangement. This promotion will expire on January 31, 2004.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.38 XOption Simplification Promotion

This promotion is available to New and Existing Customers that subscribe to XOption Bundles 5A, 6A, 7A, 13A, 15A and 16A, pursuant to this promotion on or before December 31, 2004.

Under this promotion, Customers will receive a 15% discount off the tariff prices for the XOption bundles specified above. The promotional discount will apply to the monthly recurring charge and overage usage charges only. The discount does not apply to packages B, C or D of the XOption offerings. This promotion does not apply to any XOption bundles or packages that are not listed above.

This promotion may not be combined with other promotions and special offers, except for the XOption #7 and #16 Promotions. This promotion may not be used with any individual case basis offerings.

6.39 Business Lines Simplification Promotion

This promotion is available to New and Existing Customers that order business lines pursuant to this promotion on or before July 31, 2004 with a minimum of a two year term commitment.

Under this promotion, Customers who order business lines according to Section 3.1.3.1 of this tariff may select up to seven features at no additional cost. The eligible features include: 3-Way Calling, Call Transfer, Caller ID and Name, Call Forwarding Variable, Call Forwarding Busy, Call Forwarding No Answer and Sequential Hunting. Customers must comply with all other terms and conditions of the business line offering as specified in the tariff.

This promotion may not be used with any individual case basis offerings.

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.38 Three Free Month Promotion

Beginning September 2, 2005 and ending October 31, 2005, the Company will offer the following promotion to new customers and existing customers who sign-up for a new two or three year term or commitment. Company will credit one month of Customer’s Monthly Recurring Charges for each year of its new commitment on the following products: ISDN PRI, Digital PBX / Digital Switched T-1 Service, XOptions (7, 13, 15, & 16), True Business Total Communications and True Business Total Communications & Digital Total Communications. This promotion is only available for True Business Total Communications and True Business Total Communications & Digital Total Communications service in the Philadelphia and Pittsburgh markets.

The credited month of service will be applied as follows:

Commitment	Credited Months of Service
2 Year Term	13th and 25th Month
3 Year Term	13th, 25th, and 37th Month

The credited month is defined as the applicable monthly recurring charge (MRC) for the product(s) selected by the Customer, it does not include usage, taxes, user fees, or surcharges. The credited month(s) will appear as an automatic credit on the Customer’s account. All of the Customer’s terms and conditions for the selected service apply to the credited month of service. This promotion may not be combined with any other promotion

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.40 Metra Plus XOptions 5A, 6A, and 13A Promotion

Beginning on May 5, 2007 and ending on July 6, 2007, new and existing Metra Plus XOptions Customers who sign a one, two, or three year contract may be eligible for the following promotional rates on selected Metra Plus XOptions packages. All Service Order Agreements under this promotion must be signed on or before July 6, 2007. The promotional rates are valid for Metra Plus XOptions 5A, 6A, and 13A and apply for the entire contract term. Each promotional Metra Plus XOptions package will include unlimited local calling. All other Terms and Conditions of the Metra Plus XOptions products apply. This promotion cannot be combined with any other Company Promotion.

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.

Metra Plus XOptions 5A - Monthly Recurring Charges

1 Year Term	\$1,124.00
2 Year Term	\$1,065.00
3 Year Term	\$1,012.00

Metra Plus XOptions 6A - Monthly Recurring Charges

1 Year Term	\$1,136.00
2 Year Term	\$1,076.00
3 Year Term	\$1,022.00

Metra Plus XOptions 13A - Monthly Recurring Charges

1 Year Term	\$1,164.00
2 Year Term	\$1,102.00
3 Year Term	\$1,047.00

LOCAL EXCHANGE SERVICES

SECTION 6 – CUSTOMER PROMOTIONS, (CONT'D.)

6.41 Three Free Month Promotion

Beginning May 13, 2007 and ending September 30, 2007, the Company will offer the following promotion to new customers and existing customers who sign-up for a new two or three year term or commitment. Company will credit one month of Customer’s Monthly Recurring Charges for each year of its new commitment on the following Category One products: ISDN PRI, Full Switched Digital T-1 Service, and XOptions (7, 13, 15, & 16).

The credited month of service will be applied as follows:

Commitment	Credited Months of Service
2 Year Term	13th and 25th Month
3 Year Term	13th, 25th, and 37th Month

The credited month is defined as the applicable monthly recurring charge (MRC) for the product(s) selected by the Customer, it does not include usage, taxes, user fees, or surcharges. The credited month(s) will appear as an automatic credit on the Customer’s account. All of the Customer’s terms and conditions for the selected service apply to the credited month of service. This promotion may not be combined with any other promotion.

6.42 XO Half Off the MRC Promotion

Beginning May 13, 2007 and ending September 30, 2007, the Company will offer the following promotion to new customers and existing customers who sign-up for a new two or three year term or commitment. Company will credit 50% off of the Customer's monthly recurring charges for the first three full invoice cycles from activation date on the following Category One products: ISDN-PRI, Full Switched Digital T-1 Service, and XOptions (7, 13, 15, & 16).

The credit is defined as the applicable monthly recurring charge (MRC) for the product(s) selected by the Customer, it does not include usage, taxes, user fees, or surcharges. The credited months will appear as an automatic credit on the Customer’s account. All of the Customer’s terms and conditions for the selected service apply to the credited month of service. This promotion may not be combined with any other promotion.

LOCAL EXCHANGE SERVICES

SECTION 7 – PAY TELEPHONE LINE SERVICES (PAY TELEPHONE)

7.1 Regulations

- (a) Each station controlled Pay Telephone instrument will require a Pay Telephone Line provided by the Telephone Company at the rates and charges indicated in this and other tariffs of the Company.
- (b) Each instrument connected to a Pay Telephone Line must be capable of providing user call completion to 911 Universal Emergency Service, if available, and Telecommunications Relay Service (TRS) calls. If 911 service is not available, the instrument must permit access to the operator.
- (c) Each Pay Telephone Line is entitled to the same directory listings as those of a Local Line. Non-Published Telephone Numbers may be provided at no charge upon Pay Telephone service subscriber request. The Telephone Company shall not be liable to the Pay Telephone service subscriber for losses or damages arising from such a non-published telephone number arrangement. The Pay Telephone subscriber indemnifies and saves the Telephone Company harmless from any and all claims arising from such an arrangement.
- (d) Service Calls, as described in Section 3.11.6, apply for each premises visited where customer-provided facilities are connected to Telephone Company facilities and where the service difficulty or trouble is not the result of failure of Telephone Company services or facilities.
- (e) If a Pay Telephone service subscriber is in violation of this Tariff, the Company will promptly notify the subscriber of the violation and take appropriate action, up to and including the disconnection of service, as deemed necessary.

LOCAL EXCHANGE SERVICES

SECTION 7 – PAY TELEPHONE LINE SERVICES (PAY TELEPHONE), (CONT'D.)

7.1 Regulations, (Cont'd.)

- (f) The following Pay Telephone Line Service-Blocking and Screening Options are provided only in conjunction with a Pay Telephone Line and only where facilities permit:
- (1) **Incoming Blocking** - prevents incoming calls from being received; only outgoing calls can be placed over the facility.
 - (2) **Incoming/Outgoing Screening** - prevents the completion of collect or third number calls, when such calls originate within the continental United States and when such calls are processed through the billing verification database. Originating operator handled calls from the Pay Telephone Line are restricted to collect, and third number.
- (g) In addition to the foregoing regulations, applicable Pennsylvania Public Utility Commission coin telephone service regulations set forth at 52 Pa. Code Sections 63.91 to 63.98 which pertain to Pay Telephone Line Service also apply and are hereby incorporated by reference.

(C)

LOCAL EXCHANGE SERVICES

SECTION 7 – PAY TELEPHONE LINE SERVICES (PAY TELEPHONE), (CONT'D.)

7.2 Rates

- (a) A Pay Telephone Service subscriber may request that a Pay Telephone Line be arranged for Touch-Tone Calling Service.
- (b) Local exchange calls placed over a Pay Telephone Line will be rated at the per message Local Use Rates. Measured Usage rates also apply in Metropolitan Calling Areas noted in this tariff.
- (c) Message Toll Service calls placed over a Pay Telephone Line will be rated the same as Message Toll Service in Company’s Message Toll Services tariff. Pay Telephone service subscribers have the option of selecting an intraLATA toll provider via intraLATA presubscription.
- (d) Rates for Pay Telephone Lines are the same as Basic Business Lines specified in Section 3.1.3.1 of this tariff. Directory Assistance rates are specified in Section 3.2 of this tariff.

(e) Blocking/Screening Options

Incoming Blocking, each **	\$0.00	\$0.00 *
Incoming/Outgoing Screening, each	\$0.00	\$0.00 *

* The Non-Recurring Charge is not applicable when the Blocking and/or Screening is provided with the initial installation of a Pay Telephone Line.

** The provision of this option will require Pennsylvania Public Utility Commission approval pursuant to 52 Pa. Code Section 63.96.