

Interexchange Services

XO Virginia, L.L.C.
Regulations and Schedule of Charges for
Interexchange Services
Within Virginia

This tariff applies to intrastate interexchange service furnished by **XO Virginia, L.L.C.** (“Carrier”) between one or more points in the Commonwealth of Virginia. This tariff is on file with the Virginia State Corporation Commission and copies may be inspected during normal business hours at Carrier’s principal place of business.

Interexchange Services

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original		26	Original		49	1 st Rev.	
1	38th Rev.	*	27	Original		50	1 st Rev.	
2	29th Rev.	*	28	1 st Rev.		51	Original	
3	6 th Rev.		29	Original		51.1	1 st Rev.	
4	1st Rev.	*	30	Original		51.2	1 st Rev.	
5	13th Rev.	*	31	Original		51.2.1	Original	
6	Original		32	Original		51.3	6th Rev.	*
7	Original		33	Original		51.4	6th Rev.	
8	1st Rev.		34	Original		51.5	Original	
9	Original		35	Original		52	5th Rev.	*
10	Original		36	Original		52.1	2nd Rev.	*
11	Original		37	Original		52.2	2nd Rev.	*
12	Original		38	Original		53	2nd Rev.	
13	1st Rev.	*	39	Original		54	Original	
14	1st Rev.	*	40	1st Rev.	*	54.1	1 st Rev.	
15	Original		40.1	3rd Rev.	*	54.2	1 st Rev.	
16	Original		40.2	10th Rev.	*	54.3	1 st Rev.	
17	Original		40.3	7th Rev.	*	54.4	1 st Rev.	
18	Original		40.4	1st Rev.		54.5	Original	
19	Original		41	2nd Rev.		54.6	Original	
20	Original		42	2nd Rev.		54.7	Original	
21	Original		43	7th Rev.	*	54.8	Original	
22	Original		44	5th Rev.	*	54.9	1 st Rev.	
23	Original		45	Original		54.10	1 st Rev.	
24	Original		46	Original		54.11	1 st Rev.	
25	1st Rev.	*	47	Original		54.12	1 st Rev.	
			48	2nd Rev.	*	54.13	1 st Rev.	

* - indicates those pages included with this filing

Interexchange Services

CHECK SHEET

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
54.14	1st Rev.	*					
54.15	1st Rev.	*					
54.16	1st Rev.	*					
54.17	1st Rev.	*					
54.18	1st Rev.	*					
54.19	1st Rev.	*					
54.20	1st Rev.	*					
54.21	2nd Rev.	*					
54.22	1st Rev.	*					
54.23	1st Rev.	*					
54.24	1st Rev.	*					
54.25	1st Rev.	*					
54.26	1 st Rev.	*					
54.26.1	2nd Rev.	*					
54.26.2	5th Rev.	*					
54.26.3	4th Rev.	*					
54.26.4	Original						
54.26.5	2 nd Rev.						
55	4th Rev.	*					

* - Indicates pages included with this filing.

CHECK SHEET

(Reserved for Future Use)

(T)

(Material previously found on this page has been moved to Page 2)

Issued: September 12, 2005

Effective: October 12, 2005

Issued by: Kelly Faul, Senior Regulatory Manager
1111 Sunset Hills Road
Reston, VA 20190

VAi0505

Interexchange Services

TABLE OF CONTENTS

	Page
CHECK SHEET	1
TABLE OF CONTENTS	4
CONCURRING, CONECTING OR OTHER PARTICIPATING CARRIERS	6
SYMBOLS	6
TARIFF FORMAT	6
SECTION 1 - DEFINITIONS	7
SECTION 2 - RULES and REGULATIONS	13
2.1 Undertaking of the Company	13
2.1.1 Scope	13
2.1.2 Shortage of Equipment or Facilities	13
2.1.3 Terms and Conditions	13
2.1.4 Liability of the Company	15
2.1.5 Notification of Service-Affecting Activities	19
2.1.6 Provision of Equipment & Facilities	20
2.1.7 Special Construction	21
2.1.8 Ownership of Facilities	21
2.2 Use of Service	22
2.2.1 Prohibited Uses	22
2.3 Obligations of the Customer	23
2.3.1 Customer Responsibilities	23
2.3.2 Claims	24
2.3.3 Reserved for Future Use	25
2.4 Customer Equipment and Channels	26
2.4.1 General	26
2.4.2 Station Equipment	26
2.4.3 Interconnection of Facilities	26
2.4.4 Inspections	27
2.5 Payment Arrangements	27
2.5.1 Payment for Service	27
2.5.2 Billing and Collection of Charges	28
2.5.3 Advance Payments	29
2.5.4 Deposits	29
2.5.5 Discontinuation of Service	30
2.5.6 Cancellation of Application for Service	33

(D)

TABLE OF CONTENTS, (CONT'D.)

	Page	
SECTION 2 - RULES and REGULATIONS (Cont'd)		
2.6 Allowances for Interruptions in Service	33	
2.6.1 Credit for Interruptions	33	
2.6.2 Limitations on Allowances	35	
2.6.3 Use of Alternative Service	36	
2.6.4 Cancellation for Service Interruptions	36	
2.7 Cancellation of Service	37	
2.8 Transfers and Assignments	37	
2.9 Notices and Communications	38	
 SECTION 3 - Reserved for future use	 39	
 SECTION 4 - SERVICE OFFERINGS, RATES and CHARGES	 40	
4.1 Message Toll Service	40	
4.2 Outbound Services	41	
4.3 Toll Free Services	42	
4.4 Reserved for Future Use	43	(D)
4.5 Operator Assistance	44	
4.6 Promotional Offerings	46	
4.7 Trial Service Offerings	47	
4.8 Individual Case Basis Arrangements	48	
4.9 Special Assembly	48	
4.10 Directory Assistance	49	
4.11 Private Line Service	50	
4.11.1 DS-1 Transport Rates	50	
4.11.2 DS-3 Transport Rates	51.1	
4.11.3 OC-3 Transport Rates	51.2	
4.12 Dedicated Long Distance	51.3	
4.13 Reserved for Future Use	52	(D)
4.14 Historic Invoices	53	
4.15 Satisfaction Guarantee	54	
4.16 InterLATA Network Access Service	54.1	
4.17 InterLATA Private Line Service	54.3	
4.18 IntraLATA Network Access Service	54.9	
4.19 IntraLATA Private Line Service	54.12	
4.20 Reserved for Future Use	54.14	(D)
4.21 Employee Long Distance Program	54.26	
4.22 Property Tax Recovery Charge	54.26	
4.23 XO Virginia Business Plan	54.26.1	
4.24 Switched Long Distance Product	54.26.2	
4.25 XO Long Distance Business Plan	54.26.2	
4.26 Long Distance Reports	54.26.4	
4.27 XO Corporate Long Distance Plan	54.26.5	
 SECTION 5 - BUNDLED SERVICES	 55	
5.1 XOption Service Offering	55	

Interexchange Services

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- C** - Changed regulation effecting application in a rate
- D** - Deletion of rate or regulation
- I** - Increase in rate
- R** - Reduction in rate
- M** - Move of tariff material to different page or a different location on a page
- N** - New rate or regulation
- T** - Text change in regulation that does not effect application of a rate

TARIFF FORMAT

- A. Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1
- B. Page Revision Numbers:** Revision numbers also appear on the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Check Sheets:** When a tariff filing is made with the Commission, an updated check sheet accompanies the 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Interexchange Services

1.0 DEFINITIONS

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

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.

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

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 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 a 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.

1.0 DEFINITIONS, (CONT'D.)

Call Pickup: Allows a 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 predesignated groups can pickup 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 Rounding: The price for each call will be rounded to the next highest penny.

(I/T)
(T)
(T)

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

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 switchhook or hanging up the phone and being rung back by the caller.

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

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 or per line basis.

Commission: The Virginia State Corporation Commission.

Company: XO Virginia, L.L.C., a Washington limited liability company, which is the issuer of this tariff.

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

Interexchange Services

1.0 DEFINITIONS, (CONT'D.)

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.

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

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

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.

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.

Interexchange Services

1.0 DEFINITIONS, (CONT'D.)

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.

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 dialtone).

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 Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Interexchange Services

1.0 DEFINITIONS, (CONT'D.)

XO Dial Tone or Dedicated Access: Locations where XO is providing the local dial tone or dedicated access.

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.

Operator Assisted 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.

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

Originating Off-Net: A call originating on and placed via facilities neither owned or leased by the Company.

Originating On-Net: A call originating on and placed via facilities owned or leased by the Company.

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

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

Interexchange Services

1.0 DEFINITIONS, (CONT'D.)

SCC: The Virginia State Corporation Commission.

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 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.

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

Switched Access: Locations where the local dial tone is being provided by someone (ILEC or CLEC) other than XO.

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

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.

2.0 GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide intrastate message toll services in accordance with the terms and conditions set forth in this tariff.

The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to 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.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 45 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

(C)

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (cont'd.)

2.1.3.2 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 rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer agrees to cooperate with Company to accomplish service activation by providing Company access to Customer's premises and facilitating testing and other service delivery requirements. Service activation shall commence when Company equipment has been installed and dial tone has been made available to Customer.

2.1.3.3 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 45 days written notice for Customers under contract at the time of notification, and on not less than 30 days for Customers month-to month at the time of notification.prior to the termination date may terminate this Agreement at the end of the term. Company will notify Customer, in writing, thirty (30) days prior to the expiration of this plan, regarding the pending expiration of this Agreement. If the customer does not renew the Agreement before expiration, Company will automatically renew this Agreement for a similar term and pursuant to the tariffed rates then in effect. In the event of early termination of this Agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then current term.

(C)
|
(C)

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

2.1.3.5 Service may be terminated upon written notice to the Customer:

- a. if the Customer is using the service in violation of this tariff,
- b. or if the Customer is using the service in violation of the law,
- c. or as set forth in Section 2.5.5 of this Tariff.

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

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (cont'd.)

2.1.3.7 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, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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.

2.1.4.1 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. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary or punitive damages or lost profits whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

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

- 2.1.4.3** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or 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 of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with the services the Company offers.
- 2.1.4.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.6** 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.
- 2.1.4.7** 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.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

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

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

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

2.1.4.10 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.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

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

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

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

2.1.4.13 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.

2.1.4.14 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.

2.0 GENERAL 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. 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 an outage resulting from cable damage, notification to the Customer may not be possible.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2** The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3** The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.6.4** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5** 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. Subject to this responsibility, the Company shall not be responsible for:
- (a)** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b)** the reception of signals by Customer-provided equipment; or
 - (c)** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.1.7 Special Construction

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

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

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

2.1.8 Ownership of Facilities

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

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

2.2 Use of Service

Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the Customer's responsibility for all payments required under this tariff.

2.2.1 Prohibited Uses

- 2.2.1.1** The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.2.1.2** The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.1.3** The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (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 Customer Premises, 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 Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (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 Company 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 Company 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. friable asbestos) prior to any construction or installation work;

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.3.1 Customer Responsibilities (Cont'd)

- (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 right-of-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.3.2 Claims

With respect to any service or facilities provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, 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 Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

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

2.3.3 Reserved for Future Use

(D)

(D)

Interexchange Services

2.0 GENERAL 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

2.4.2.1 Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

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

2.4.3 Interconnection of Facilities

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

2.4.3.2 The Company's service may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

2.0 RULES and REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspection and Testing

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. 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, provide the Customer with technical parameters that the Customer's equipment must meet.

2.5 **Payment Arrangements**

2.5.1 **Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this tariff, all rates are in U.S. dollars.

Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated (excluding taxes on the Company's net income), imposed on or based upon the provision, sale or use of the Company's services. All such taxes shall be separately designated on the Company's invoices. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for usage sensitive, Recurring Charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action 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.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent.

2.5.2.6 The Customer may be charged a returned check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor.

2.5.2.7 The Company shall present to the Customer monthly bills for Recurring Charges in advance of and usage charges in arrears of the month in which service is provided.

(C)
(C)

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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.

2.5.4 Deposits

The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months usage. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year. At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer's deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the Customer has established satisfactory credit during the period. When the Company requires a deposit from any residential Customer, said Customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

Interexchange Services

2.0 GENERAL REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- 2.5.5.1** Upon nonpayment of any amount owing the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2** Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3** Upon condemnation of any material portion of the facilities used by the Company or its agents 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.
- 2.5.5.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6** Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Interexchange Services

2.0 RULES and REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 Immediately and without notice, 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 2.5.5.7 if

- (a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
- (b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
- (c) the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4;
- (d) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;

Interexchange Services

2.0 RULES and REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

(e) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;

(2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) any other fraudulent means or devices;

2.5.5.8 The discontinuance of service(s) by the Company pursuant to this Section 2.5.5 does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.0 RULES and REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of
Application for Service

2.5.6.1 Applications for service cannot be canceled unless the Company otherwise agrees. Where the Company permits 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.

2.5.6.2 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 net salvage, shall apply. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements.

The special charges described in 2.5.6.2 will be calculated and applied on a case-by-case-basis.

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.

Interexchange Services

2.0 RULES and REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances will be calculated as follows:

Interruptions of 24 hours or Less.

<u>Credit</u>	<u>Length of Period to be Credited</u>	<u>Interruption</u>
	Less than 15 minutes	None
	15 minutes up to, but not including, 3 hours	1/10 Day
	3 hours up to, but not including, 6 hours	1/5 Day
	6 hours up to, but not including, 9 hours	2/5 Day
	9 hours up to, but not including, 12 hours	3/5 Day
	12 hours up to, but not including, 15 hours	4/5 Day

<u>Length of Period to be Credited</u>	<u>Interruption Credit</u>
15 hours up to, but not including, 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

Interexchange Services

2.0 RULES and REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full days credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one month period.

2.6.2 Limitations on Allowances

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;

Interexchange Services

2.0 RULES and REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

(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;

(h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of an Alternative Service

Should the Customer elect to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.0 RULES and REGULATIONS (Cont'd)

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5.2: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfers 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.

2.0 RULES and REGULATIONS (Cont'd)

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 an 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 Except as otherwise provided in Section 2.3.3.3, 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 placement 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 in Section 2.9.3.

3.0 Reserved for future use.

4.0 SERVICE OFFERINGS, RATES & CHARGES

4.1 Message Toll Service

Message Toll Service (MTS) is a direct dialed communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate MTS from locations served by the Company, and may terminate in all locations within the State of Virginia. Operator Assistance, Toll Free Service and Directory Assistance services are also available to Customers of the Company's MTS service subject to the provisions of this tariff. For the purposes of calculating rates, Message Toll Service rates are not distance sensitive.

(D)
(D)

For the purposes of this Section 4.0, timing of messages will be determined by the following method.

- (a) Chargeable time begins when connection is established between the calling station and the called station.
- (b) 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.
- (c) Chargeable time does not include time lost due to faults or defects in the connection.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.1 Message Toll Service, (Cont'd.)

4.1.1 XO Gold and Platinum Services

XO's Gold and Platinum Services provide XO's customers with direct dialed non distance sensitive communications services which are available for use by its customers on a twenty-four (24) hours a day seven days a week basis. Customers may originate Gold and Platinum services from locations served by the Company, and may terminate such calls to any location within Virginia. Gold and Platinum Services include 1+ Outbound and Inbound ("800") Service, Directory Assistance, and Operator Assistance Services as set forth below

(D)

Customers may not substitute other services or rates for those set forth in this section or other sections of this tariff that are associated with the Gold and Platinum Service, excepted as explicitly permitted by the terms and conditions of the Gold and Platinum Service.

For the purposes of this Section 4.1.1, timing of messages will be determined by the following method.

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

(A) Usage Rates

Usage Rates for Gold (IntraLATA and InterLATA) and Platinum Services (InterLATA) are billed in six (6) second increments with an initial billing period of sixty (60) seconds. Platinum (IntraLATA) rates are billed in six 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 next highest cent. The following rates apply to intrastate interLATA and IntraLATA calls.

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

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.1 Message Toll Service, (Cont'd.)

4.1.1 XO Gold and Platinum Services, (cont'd.)

(B) Standard Rates for Inbound and Outbound Services:

	<u>Rate Per Minute</u>	
Platinum Service	\$0.07150	(InterLATA)
	\$0.06600	(IntraLATA)
Gold Service	\$0.088	(IntraLATA & InterLATA)

(C) Payphone Surcharge

A payphone surcharge will be charged for each toll free or 101XXXXX call placed from a pay telephone.

Per Call \$0.50

(D) Directory Assistance

Per Call \$0.75

(E) Reserved for Future Use

(F) Operator Assistance

	<u>Auto</u>	<u>Live</u>
Third Number Billing	\$2.25	\$2.25
Non-Company Calling Card	\$1.00	\$2.00
Person to Person	\$3.00	\$3.00
Collect Calling	N/A	\$3.00
Station to Station	\$1.80	\$1.80
Long Distance Directory Assistance		\$0.75

(D)

(D)

(D)

(D)

(D)

(D)

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES

4.1 Message Toll Service (Cont'd)

4.1.1 XO Gold and Platinum Services (Cont'd)

4.1.1 (e) 1. Rates

Rates for this Section 4.1.1 (e) 1 are usage sensitive and billed with an initial billing period of sixty (60) seconds and in and sixty (60) second increments thereafter. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded off to the next highest cent

(D)
|
(D)

(D)

(D)

4.1.1. (e) 2.

Discounts to Gold/Platinum Pricing

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

(T)

(D)

(D)
(D)

4.0 SERVICE OFFERINGS, RATES & CHARGES

4.1 Message Toll Service (Cont'd)

4.1.1 XO Gold and Platinum Services (Cont'd)

4.1.1. (e) 3. Discounts to Gold/Platinum Pricing Cont'd)

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

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

(N)
(N)

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.2 Outbound Services *

Direct dialed outbound intraLATA and intrastate toll calls will be billed in six second increments with an initial billing period of sixty (60) seconds. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the next highest cent.

(I)(T)

4.2.1 The following rates apply on to all intrastate direct dialed toll calls:

Intrastate/IntraLATA	
1 st Minute	\$0.05 per MOU
Each Additional Minute	\$0.03 per MOU
Intrastate/InterLATA	
	\$0.09 per MOU

4.2.2 Customers signing contracts for terms of two or three years will receive a discount of 5% and 10% respectively on their total monthly outbound services bill.

* These rates will no longer be available to Customers who sign up for service after February 20, 2001. These rates still apply to Operator Assistance

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.3 Toll Free Services *

Inbound intraLATA and intrastate toll calls will be billed in six second increments with an initial billing period of sixty (60) seconds. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the next highest cent. (I)(T)

4.3.1 The following rate applies to all intraLATA and intrastate direct dialed inbound calls:

\$0.11 per MOU

4.3.2 Customers signing contracts for terms of two or three years will receive a discount of 5% and 10% respectively on their total monthly inbound services bill.

* These rates will no longer be available to Customers who sign up for service after February 20, 2001.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.4 Reserved for Future Use

(D)

(D)

(D)

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.5 Operator Assistance

4.5.1 Operator Assistance: A Customer may obtain the assistance of a local operator to complete interexchange telephone calls in the following matter. In addition to the rates specified in Section 4.2, surcharges as specified in Section 4.5.2 will apply.

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.

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

	<u>Auto</u>	<u>Live</u>
Third Number Billing	\$2.25	\$2.25
Non-Company Calling Card or Credit Card	\$1.00	\$2.00
Person to Person	\$3.00	\$3.00
Collect Calling	\$2.00	\$3.00
Station to Station	\$1.80	\$1.80
Long Distance Directory Assistance		\$0.75

(D)
(D)

4.5.2.1 Usage Rates for Operator Completed Calls

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

4.5.3 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:

4.5.3.1 Busy Line Verification: Upon request of the calling party, the operator verifies and reports back to the customer that the line is busy with a call in progress or is available for incoming calls.

4.5.3.2 Busy Line Verification with Interrupt: The operator verifies that the number is busy with a call in progress and is available for incoming calls. At the Customer's request, the operator will then interrupt the call, advising the called party the name of the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.5 Operator Assistance (Cont'd)

4.5.3.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

4.5.3.3.1 The operator verifies that the line is busy with a call in progress or is available for incoming calls.

4.5.3.3.2 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.

Busy Line Verification, each request \$0.75
Busy Line Verification with Interrupt,
each request \$1.55

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

- 4.6 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. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the tariff.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.7 Trial Service Offering ("TSO"):

- 4.7.1 In the normal course of business the Company, at its discretion, may elect to offer certain services to Customer on a "trial basis".
- 4.7.2 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.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 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.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.8 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide 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 and will be filed with the Communications Division of the Virginia State Corporation Commission.

4.9 Special Assembly

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will file the Special Assembly including contract of terms, conditions and rates by letter with the Communications Division of the Commission.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.10 Directory Assistance:

Directory Assistance service provides a Customer with requested telephone numbers and/or addresses within the state. Customers can reach a Directory Assistance Operator by dialing 411 or (NPA) 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.

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

Per Call	\$0.75
----------	--------

(D)
|
(D)

4.10.2 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 the duration of the completed call as follows:

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

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

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

The Customer experiences poor transmission or is cut-off during the call; or
The Customer is given an incorrect telephone number.
To obtain such a credit, the Customer must notify its Customer Service representative within 48 hours of the placement of the call to Directory Assistance

4.10.4 Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no additional charge.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES (Cont'd)

4.11 Private Line Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video. DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of up to 28 DS-1 channels or 672 voice, analog data, digital data channels. The facilities to the customer premises may be entirely on or off net, or a combination thereof. Customers may commit to one, two, or three year terms. If Customer terminates service before the term commitment expires, Customer is responsible for the full payment of the greater of the minimum monthly revenue commitment or the monthly recurring charges times the number of months remaining in the contract. The pricing outlined below does not include the applicable special access charges, found in the Local Exchanges Services Tariff, as Section 4.1.12.

4.11.1 DS-1 Transport Rates

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

Minimum Monthly Revenue Commitment	\$250.00		
	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	\$500.00	\$500.00	\$500.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	\$.099	\$.096	\$.091

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

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	\$500.00	\$475.00	\$450.00

R I

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

R

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

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.11 Private Line Service (Cont'd)

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

Minimum Monthly Revenue Commitment			\$250.00
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring) Not Available	\$500.00	\$500.00	
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	Not Available	\$.075	\$.070

- (d) Other non-recurring charges

	<u>Non-recurring charges</u>
Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.11 Private Line Service (Cont'd)

4.11.2 DS-3 Transport Rates

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

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

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

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

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

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.0144	\$.01368	\$.01296
\$100,001 – \$300,000	\$.01428	\$.013566	\$.012852
\$300,001 – \$1,000,000	\$.01416	\$.013452	\$.012744
\$1,000,001 – \$2,000,000	\$.01404	\$.013338	\$.012636
\$2,000,001 +	\$.01392	\$.013224	\$.012528

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

Minimum Monthly Revenue Commitment			\$2,000.00
	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	Not Available	\$2,000.00	\$2,000.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	Not Available	\$.036	\$.033

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

	<u>Non-recurring charges</u>
Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00
	<u>Monthly Recurring Charge</u>
3-1 Mux	\$500.00

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.11 Private Line Service (Cont'd)

4.11.3 OC-3 Transport Rates

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

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

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

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

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

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

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

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

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

<u>Non-recurring charges</u>		
Cancellation prior to install		\$150.00
Cancellation during install, prior to acceptance		\$600.00

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.11 Private Line Service (Cont'd)

4.11.4 OC-12 Transport Rates

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

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

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

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.00924	\$.008778	\$.008316
\$100,001 – \$300,000	\$.009108	\$.008653	\$.008197
\$300,001 – \$1,000,000	\$.008976	\$.008527	\$.008078
\$1,000,001 – \$2,000,000	\$.008844	\$.008402	\$.00796
\$2,000,001 +	\$.008712	\$.008276	\$.007841

4.11.5 OC-48 Transport Rates

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

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

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

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.00792	\$.007524	\$.007128
\$100,001 – \$300,000	\$.007776	\$.007387	\$.006998
\$300,001 – \$1,000,000	\$.007632	\$.00725	\$.006869
\$1,000,001 – \$2,000,000	\$.007488	\$.007114	\$.006739
\$2,000,001 +	\$.007344	\$.006977	\$.00661

(N)

(N)

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.12 Dedicated Long Distance

Dedicated Long Distance provides Customer, where technically feasible, with a dedicated facility from the Customer premise to Company's interexchange point of presence. To be eligible for this product, Customer must agree to a minimum annual commitment level of at least \$3,600. Elements included in determining the annual commitment level are: local line monthly recurring charges, excluding taxes and surcharges; local usage; intrastate, interstate, and international long distance usage; and international toll-free usage, internet service, DSL services, CAP services, conference calling services, and private line services. If the Customer terminates agreement before its expiration date, Customer is liable for any unfulfilled annual commitment amounts for each partial and entire year remaining in the contract term. The rates and charges described below do not include the applicable local loop charges.

(D)

XO provides its Dedicated Long Distance service to end-users for their long distance service needs and thus should only be utilized by the end-user for their long distance traffic. Customers who elect to place local calls across such service (intentionally or unintentionally) will be billed at the applicable Dedicated Long Distance intrastate/intraLATA toll rate.

The duration of each call for bill purposes will be rounded up to the nearest highest increment. Calls are billed in six second increments after an initial billing increment of sixty (60) seconds. Fractional cents will be rounded to the next highest cent. Per minute charges and the discount schedule apply to outbound (1+) and inbound (toll-free) calls.

Intrastate Long Distance Rates*	\$0.0650	(InterLATA)
	\$0.06	(IntraLATA)

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.12 Dedicated Long Distance, (Cont'd.)

Customer may also choose any number of special features for the rates indicated.

<u>Feature</u>	<u>MRC</u>	<u>NRC</u>	
Verified Account Codes (1-100)	\$10.00	\$25.00	
Verified Account Codes – per 100 after first 100	\$10.00	\$25.00	
Changes to Verified Account Codes, per change	N/A	\$10.00	
Toll Free Number – per number	\$13.50	N/A	(I)
Toll Free Number Directory Listing - Per Listing	\$10.00	\$35.00	
Toll Free – Real Time ANI	\$5.00	\$5.00	
Allows Customer to receive calling party's telephone number as a component of the call set-up.			
Toll Free – Digital Number Identification Service	\$0.00	\$75.00	
Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the specific toll free numbers to a different point of termination.			

Operator Service Surcharges – Rates apply on a per call basis. Please refer to Section 4.5.2 of this tariff.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.12 Dedicated Long Distance, (Cont'd.)

<u>Feature</u>	<u>MRC</u>	<u>NRC</u>
Payphone Blocking Allows individual toll free numbers to be blocked from payphones	\$0.00	\$135.00
Toll Free Alternate Routing – Disaster Allows calls to be rerouted automatically in case of emergency to a predefined number	\$35.00	\$95.00
Toll Free Change Charge	\$0.00	\$35.00
Toll Free Day of Year Routing Allows customers to reroute their calls to another location based on the day of the year	\$5.00	\$95.00
Toll Free Expedite Charge	\$0.00	\$500.00
Toll Free LATA Restriction / Allowance Allows XO Long Distance customers to specify the area from which toll free calls (by LATA) can or cannot originate.	\$0.00	\$135.00
Toll Free Message Referral	\$0.00	\$0.00
Toll Free NPA / NXX Restriction / Allowance Allows XO Long Distance customers to specify the area from which toll free calls (by NPA/NXX) can or cannot originate.	\$0.00	\$135.00
Toll Free State Restriction / Allowance Allows XO Long Distance customers to specify the area from which toll free calls (by state) can or cannot originate.	\$0.00	\$135.00
Toll Free Additional Listings Directory listings placed after the initial order	\$10.00	\$35.00
Toll Free Feature Package Includes: State Routing, LATA routing, Area Code Routing, NPA/NXX, Percent Allocation, Time of Day Routing, Time of Week Routing	\$35.00	\$35.00
Toll Free Area Code Restriction / Allowance Allows XO Long Distance customers to specify the area from which toll free calls (by area code) can or cannot originate.	\$0.00	\$135.00
Route Advanced Overflow Allows an XO Dedicated LD toll free customer to control potential congestion of calls by sending the overflow to a pre-determined alternate routing group	\$10.00	\$135.00

(N)

(N)

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.13 Reserved for Future Use

(D)

(D)

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.13 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.13 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.14 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

(N)

(N)

Interexchange Services

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

4.15 Satisfaction Guarantee

(N)

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

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

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

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

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

This offering is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom XO performed Special Construction or Special Configurations. Special Construction is defined in Section 2.1 7 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.

Interexchange Services

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

4.16 InterLATA Network Access

4.16.1 Description of Service

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

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

4.16.2 Rates and Charges

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

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

Channel Termination

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

Interexchange Services

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

4.16 InterLATA Network Access

4.16.2.1 Rate Elements (Cont'd)

Network Access Mileage

The Network Access Mileage rate element provides for the dedicated transmission facilities path between the customer's serving wire centers associated with the customer designated premises and the Company POP. The Mileage rate element is made up of two charges: a flat rate per circuit ("Fixed") and flat a per-mile rate ("Variable"). (T)

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

4.16.2.2 Rate Application

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

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

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

Interexchange Services

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

4.16 InterLATA Network Access

4.16.2.2 Rate Application (Cont'd)

On-Net- DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC- Installation	Fixed	Variable
	1yr	\$2,134.00	\$1,000.00	N/A	N/A
	2yr	2,134.00	1,000.00	N/A	N/A
	3yr	1,920.60	1,000.00	N/A	N/A
Off-Net-DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC- Installation	Fixed	Variable
	1yr	\$4,801.50	\$1,000.00	N/A	N/A
	2yr	4,801.50	1,000.00	N/A	N/A
	3yr	4,321.35	1,000.00	N/A	N/A

4.17 InterLATA Private Line Service

4.17.1 Description of Service

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

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

Interexchange Services

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

4.17 InterLATA Private Line Service

4.17.2 Rates and Charges:

(T)

4.17.2.1 Rate Elements:

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

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

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

Longhaul Mileage charges do not apply for a circuit between two on-net locations in the same LA

4.17.3 DS-1 Longhaul Mileage Rates:

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

Minimum Monthly Revenue Commitment		\$250.00	
Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	\$500.00	\$500.00	\$500.00
Longhaul Mileage	-		
Monthly Recurring Charge Per DS0 Mile	\$.099	\$.096	\$.091

Interexchange Services

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

4.17 InterLATA Private Line Service

(N)

4.17.3 DS-1 Longhaul Mileage Rates: (Cont'd)

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

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

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

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

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

Minimum Monthly Revenue Commitment		\$250.00	
Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	Not Available	\$500.00	\$500.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	Not Available	\$.075	\$.070

d) Other non-recurring charges

<u>Non-recurring charges</u>	
Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00

4.17.4 DS-3 Longhaul Mileage Rates:

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

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

(N)

Interexchange Services

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

4.17 InterLATA Private Line Service (Cont'd)

(N)

4.17.4 DS-3 Longhaul Mileage Rates: (Cont'd)

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

Term: One Year Two Year Three Year

Installation (non-recurring) \$2,000.00 \$1,900.00 \$1,800.00

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

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$.0144	\$.01368	\$.01296
\$100,001 – \$300,000	\$.01428	\$.013566	\$.012852
\$300,001 – \$1,000,000	\$.01416	\$.013452	\$.012744
\$1,000,001 – \$2,000,000	\$.01404	\$.013338	\$.012636
\$2,000,001 +	\$.01392	\$.013224	\$.012528

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

Minimum Monthly Revenue Commitment	\$2,000.00		
Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	Not Available	\$2,000.00	\$2,000.00
Channel Mileage -			
Monthly Recurring			
Charge Per DS0 Mile	Not Available	\$.036	\$.033

d) Other non-recurring and monthly recurring charges

<u>Non-recurring charges</u>	
Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00
<u>Monthly Recurring Charge</u>	
3-1 Mux	\$500.00

(N)

Interexchange Services

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

4.17 InterLATA Private Line Service (Cont'd)

(N)

4.17.5 OC-3 Transport Rates

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

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

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

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

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

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

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

Minimum Monthly Revenue Commitment	ICB		
Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	Not Available	\$5,000.00	\$5,000.00
Channel Mileage - Monthly Recurring			
Charge Per DS0 Mile	Not Available	ICB	ICB

d) Other non-recurring and monthly recurring charges

<u>Non-recurring charges</u>	
Cancellation prior to install	\$150.00
Cancellation during install, prior to acceptance	\$600.00

(N)

Interexchange Services

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

4.17 InterLATA Private Line Service (Cont'd)

(N)

4.17.6 OC-12 Transport Rates

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

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

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

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

4.17.7 OC-48 Transport Rates

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

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

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

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

(N)

Interexchange Services

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

4.18 IntraLATA Network Access

4.18.1 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 (POP). 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. (T)

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.

4.18.2 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.

Interexchange Services

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

4.18 IntraLATA Network Access (Cont'd)

4.18.2.1 Rate Elements: Two rate elements apply to Off-Net IntraLATA Network Access: Channel Termination and Network Access Mileage. One rate element applies to On-Net IntraLATA Network Access: Channel Termination. (T)

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 the Customer's designated premises and the Company POP are within the same central office, Network Access Mileage charges will not apply. (T)

Interexchange Services

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

4.18 IntraLATA Network Access (Cont'd)

4.18.2.2 Rate Application

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

Locations of Customer Designated Premises	Applicable Rate Elements
On-Net	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

On-Net- DSI					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$158.59	\$355.00	N/A	N/A
	2yr	145.05	355.00	N/A	N/A
	3yr	133.90	355.00	N/A	N/A
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

Interexchange Services

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

4.18 IntraLATA Network Access (Cont'd)

4.18.2.2 Rate Application (Cont'd)

On-Net- DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	\$2,134.00	\$1,000.00	N/A	N/A
	2yr	2,134.00	1,000.00	N/A	N/A
	3yr	1,920.60	1,000.00	N/A	N/A
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

4.19 IntraLATA Private Line

4.19.1 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 and terminates at a Company Point of Presence (POP).

(T)

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.

Interexchange Services

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

4.1.19 IntraLATA Private Line (Cont'd)

4.19.2 Rates and Charges

(T)

4.19.2.1 Rate Elements: The rate element that applies to IntraLATA Private Line is Longhaul Mileage.

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

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

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

4.19.2.2 Rate Application:

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

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.20 Reserved for Future Use

(D)

(D)

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.20 Reserved for Future Use

(D)

(D)

Interexchange Services

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

4.21 Employee Long Distance Program

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

Rates

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

4.22 Property Tax Recovery Charge

(N)

All intrastate services will be subject to a monthly Property Tax Recovery (PTR) charge of 1.128%. The PTR charge provides for recovery of property taxes imposed on the Company's telecommunications facilities. The PTR, however, is applied only to net intrastate charges, after the application of any service discounts and credits.

(N)

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.23 XO Virginia Business Plan

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

There is a 10 line maximum per service location. This Plan must be applied to all standard business lines at a given service location not exceeding 10. Additional services are available to the Customer such as Toll Free service (applicable MRCs can be found in Section 4.12), Operator Assistance, and Directory Assistance services as charged and described are available as previously described in this tariff. (D)

This plan is available to customers in accordance with the terms of use specified in 4.21.1.1 below.

4.21.1.1 Terms of Use: The following restrictions apply to XO Virginia Business Plan:

- (a) Any use not consistent with standard business use, as reasonably defined by the Company, is prohibited.

4.23.2 Rates and Charges

Monthly Recurring Charge, per line	\$20.00
------------------------------------	---------

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.24 Switched Long Distance Product

4.24.1 The Switched Long Distance Product is a measured business switched direct dialed outbound communications service. The service is billed in six (6) second increments after an initial billing increment of sixty (60) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment. Toll Free service (applicable MRCs can be found in Section 4.12), Operator Assistance, and Directory Assistance services are available to customers subject to the provisions of this tariff. (D)

4.24.2 Rates and Charges

Per Minute of Use \$0.088*

As of February 19, 2010, the following rate will be available to new customers:

Per Minute of Use \$0.062

4.25 XO Long Distance Business Plan

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

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

* As of February 19, 2010, these plans will only be available to current customers.

Interexchange Services

4.0 SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.25 XO Long Distance Business Plan (Cont'd)

4.25.2 Rates and Charges:

Long Distance Packages	Monthly Recurring	Overage Rate Per Minute
XO LD Business Plan	\$0	\$0.069
XO LD Business Plan 200*	\$7.50	\$0.045
XO LD Business Plan 500	\$17.50	\$0.043
XO LD Business Plan 1500	\$45.00	\$0.041
XO LD Business Plan 2500	\$68.75	\$0.035
XO LD Business Plan 5000	\$137.50	\$0.034
XO LD Business Plan 7500	\$206.25	\$0.033
XO LD Business Plan 10,000	\$275.00	\$0.032
XO LD Business Plan 15,000	\$412.00	\$0.031
XO LD Business Plan 20,000	\$550.00	\$0.030
XO LD Business Plan 25,000*	\$625.00	\$0.029
XO LD Business Plan 30,000	\$750.00	\$0.028
XO LD Business Plan 35,000*	\$875.00	\$0.027
XO LD Business Plan 40,000 I*	\$1,000.00	\$0.019
XO LD Business Plan 60,000	\$1,200.00	\$0.025
XO LD Business Plan 80,000	\$1,560.00	\$0.019

As of April 1, 2008, the following plan will be available only to new customers:

XO LD Business Plan 40,000 II	\$1,000.00	\$0.026
-------------------------------	------------	---------

(D)
—
(D)

* As of April 1, 2008, these plans will only be available to current customers

Interexchange Services

SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.26 Long Distance Reports

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

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

(N)

(N)

Interexchange Services

SERVICE OFFERINGS, RATES & CHARGES, (CONT'D.)

4.27 XO Corporate Long Distance Plan

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

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

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

The service is billed in six (6) second increments after an initial billing increment of six (6) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the next highest cent. Unless specified otherwise in this Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment. The monthly recurring charge does not include any taxes, surcharges, or fees.

(T)

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

Plan Name	LD Monthly Commitment	Dedicated Intrastate Rate Per Minute (1+ & toll free)
XO Freedom Plan	\$ 275	\$0.028
XO Capital Plan	\$ 720	\$0.028
XO Advantage Plan	\$ 1,080	\$0.028
XO Elite Plan	\$ 1,360	\$0.028
XO Professional LD Plan	\$ 1,800	\$0.028
XO National LD Plan	\$ 4,000	\$0.028
XO Executive LD Plan	\$ 7,000	\$0.028
XO Premiere LD Plan	\$10,000	\$0.028

(T)

(T)

(N)

(N)

(T)

(T)

Interexchange Services

5.0 BUNDLED SERVICES

This section contains optional bundled offerings of the Company that include regulated interexchange exchange services along with regulated services under another tariff of the Company as well as non-regulated services such as Internet and DSL. Those services included in these bundles that are not covered by the Company's tariffs will be marked with the following symbol “*”, where they appear in the service description and regulations in this special section of the tariff.

5.1 XOPTION Service Offering**

The XOption Service Offering is a bundled offering for Business customers who purchase, at the same customer location, local exchange, inbound and outbound domestic long distance and DSL* or Dedicated Internet Services* from the Company. This service is subject to the availability of facilities and only offered where technically feasible. Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

Pursuant to the XOption Service Offering set-forth in Section 5.1 of Company's Local Exchange Tariff, the Customer will receive a specified amount of monthly minutes of use for local exchange service and inbound and outbound domestic long distance service, depending on the option selected. Toll free calls that terminate on XO facilitates are included in the plan. Calls to off-net toll free numbers will be charged separately and billed at the switched toll-free per minute rate. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOptions 1-16 shall be billed in six-second increments after an initial billing increment of sixty (60) seconds at a rate of \$0.05 per minute of use. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOption “M” shall be billed in six second increments at a rate of \$0.06 per minute of use. Additional interstate domestic long distance usage above the specified amount for all XOptions will be billed pursuant to the Terms and Conditions governing interstate long distance traffic found on Company's website. Unused domestic long distance minutes may not be carried over to the subsequent months or transferred to other users.

In addition to the services offered in the bundle promotion, Customers will be billed at the following rates for usage of the following optional services:

International Service: Customers choosing Option Numbers One (1) through Four (4) and Seven (7) through Eleven (11) will be the Platinum Small Business Plan provided pursuant to the Terms and Conditions governing international traffic found on Company's website. Customers choosing Option Numbers Five (5), Six (6), Twelve (12) and Thirteen (13) will be the Platinum Medium Business Plan provided pursuant to the Terms and Conditions governing international found on Company's website for international use.

Term Discounts:

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

- 2 Years = 5% Discount
- 3 Years = 10% Discount

*Non-Regulated

** As of December 3, 2008, these products will be available to current customers at their current locations.

(D)
|
(D)