

INTEREXCHANGE SERVICES

This Tariff, XO Virginia, LLC VA Tariff SCC No. 2A Replaces Allegiance Telecom of Virginia, Inc. VA Tariff SCC No. 2 in its entirety.

XO VIRGINIA, LLC

8613 Lee Highway, Fairfax, Virginia 22031

INTEREXCHANGE SERVICES TARIFF

Regulations and Schedule of Charges
Applying to Interexchange Services
Within the Commonwealth of Virginia

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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.

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INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially, however, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a letter is added. For example, a new page added between page 15 and page 16 would be page 15A.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Virginia State Corporation Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence** - Each level of paragraph numbering herein is subservient to its next higher level as shown:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**EXPLANATION OF SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C)** - To signify changed rate, regulation or condition.
- (D)** - To signify discontinued rate, regulation or condition.
- (I)** - To signify a rate increase.
- (LA)** - To signify limited availability.
- (N)** - To signify new material, including a listing, rate, regulation, rule or condition.
- (R)** - To signify a rate reduction.
- (T)** - To signify a change in the word of text, but no change in the rate, rule or condition.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)

1.1 APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interexchange services by XO Virginia, Inc., hereinafter referred to as the Company, to customers within the Commonwealth of Virginia.

All services for all customers contained in this tariff, VA Tariff SCC No. 2A are competitive services. This tariff applies to business end users only.

1.1.1 Availability

Service is available where facilities permit.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS**

ANALOG - Analog technology refers to electronic transmission accomplished by adding signals of varying frequency or amplitude to carrier waves of a given frequency of alternating electromagnetic current. Broadcast and phone transmission have conventionally used analog technology.

APARTMENTS - A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII - American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS - Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

ATTENDANT - An operator of a PBX console or telephone switchboard.

AUTHORIZED USER - A person, firm, corporation, or any other entity that either is authorized by the Customer to use the services that the Customer purchases from the Company or is placed in a position by the Customer, either through acts or omissions, to use the services that the Customer purchases from the Company.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

AUTOMATIC LOCATION IDENTIFICATION ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BILLING PERIOD - The means a telephone service consumption period of not less than 26 or more than 35 days.

BIT - The smallest unit of information in the binary system of notation.

BUILDING - A structure enclosed within exterior walls or firewalls, built, erected and framed of component structural parts and designed for permanent occupancy.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

BUSINESS SERVICE - A switched network service that provides for dial station communications that is described as a business or commercial rate.

CALL INITIATION - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE - An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

CHANNEL CONVERSION - The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

CHANNEL SERVICE UNIT ("CSU") - The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMISSION - Virginia State Corporation Commission.

COMMUNICATIONS SERVICES - The intrastate end user communication services offered in this tariff by the Company.

COMMUNICATIONS SYSTEMS - Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

COMPANY - The issuer of this tariff, XO VIRGINIA, LLC, as well as its successors and assigns.

COMPANY FACILITIES - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or by the Company's agents to provide service to the Customer pursuant to this tariff.

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT - Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

DEMARCATIION POINT - The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/or cabling.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DIRECT INWARD DIAL ("DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

DIRECT OUTWARD DIAL ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

DISCONTINUANCE OF SERVICE - The temporary cessation of telephone service caused by the Company and not voluntary requested by a Customer.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

DUAL TONE MULTI-FREQUENCY ("DTMF") - The pulse type employed by tone dial station sets. (Touch tone)

ERROR - A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE - A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

EXCHANGE ACCESS LINE - A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

FINAL ACCOUNT - A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START - Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

INCOMING SERVICE GROUP - Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE - That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE - The segment of a line which extends between the central offices serving the originating and terminating points.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER - As used in connection with Telephone Exchange Service, denotes an arrangement whereby an additional person or firm is permitted to use the business telephone exchange service of an existing Customer.

As used in connection with Telecommunications Channel Service, denotes a person who is designated by the Customer as a user of channel services of the Customer and to whom a portion of the charge for the service will be billed under a Joint User Arrangement as specified in this tariff.

KILOBIT - One thousand bits.

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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

LINK - The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

LEASED CHANNEL - A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL - A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

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 CALLING AREA - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL EXCHANGE CARRIER - A company authorized to provide local exchange communications service.

LOCAL EXCHANGE AREA - The specific area served by, or purported to be served by an exchange.

LOCAL SERVICE - Telephone exchange service within a local calling area.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

LOOP START - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS - Segments of a line which extend from the serving central office to the originating and to the terminating point.

MATR - Minimum Average Time Requirement.

MEASURED RATE SERVICE - A type of exchange service provided with additional charges for local calling based on usage on the local network. Charges for local usage are calculated on time of day, calendar day, distance of call and duration of call.

MEGABIT - One million bits.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

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

MULTILINE HUNT - A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

N/A - Represents "Not Applicable"

N/C - Represents "No Charge"

NETWORK CONTROL SIGNALING - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT - The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE - The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

PBX - A private branch exchange.

RATE CENTER - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

RECURRING RATES AND CHARGES - The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service(s) from the Company.

REFERRAL PERIOD - The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

REMOVAL OF ACCOUNT - A permanent cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

RESALE OF SERVICE - The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without >adding value') for profit.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

SAME PREMISES - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVICE COMMENCEMENT DATE - The first day following the date on which the Company makes the requested service available for the Customer's use, unless extended by the Customer's refusal to accept the service which may occur if such service is not in conformance with the standards set forth in the Customer's original Service Order or in this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER - The written request of the Customer for the Company's service(s). The Service Order must be executed by the Customer in a format devised by the Company. The signing of a Service Order by the Customer and acceptance 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.

SERVING CENTRAL OFFICE - The central office from which local service is furnished.

SHARING - An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

STATION - Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION - Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS - Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM - A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL - A voice connection between two or more telephone stations through the public switched exchange system.

INTEREXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF, (CONT'D.)**1.2 DEFINITIONS, (CONT'D)**

TELEPHONE GRADE LINES - Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE - Discontinuance of both incoming and outgoing service.

TIE LINE - A dedicated line connecting two switchboards or dial systems.

TOLL CALL - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TDS") - An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY - A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER - A Customer or an Authorized User as defined herein who uses the Company's service(s) provided under this tariff.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligations of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

To the extent that either the Company or any other provider exercises control over available cable facilities including but not limited to cable pairs, as well as conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make such available items available to the other on terms equivalent to those under which the Company makes similar items under its control available to its Customers. At the reasonable request of either party, the Company and the other provider shall join in the attempt to obtain from the owner and/or manager of the property access for the other party to serve a person or entity.

The Company undertakes to furnish or resell high-quality competitive intrastate communications services to Customers pursuant to the terms of this tariff in connection with voice, data and other related types of transmissions and/or services between points within the Commonwealth of Virginia.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.1 Obligations of the Company, (Cont'd.)**

Customers and Users as defined in Section 1.2 may use services and Company Facilities defined in Section 1.2 as provided under this tariff to obtain access to services offered by other parties. The Company is responsible only for the services and Company Facilities defined in Section 1.2 and has no responsibility whatsoever in providing any other service(s) or arrangement(s). Further, the Company assumes neither the responsibility nor the liability for any service provided by any other party that purchases access to Company Facilities in order to originate or terminate that party's own services, or to communicate with that party's own Customers.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days' notice except that the Company reserves the right to limit or to allocate the use of existing or additional Company Facilities when necessary because of lack of such 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 Company Facilities and is limited to the capacity of such Company Facilities including the facilities and arrangements that the Company may obtain at its sole discretion from other parties to furnish service. Services and Company Facilities shall be provided by the Company using network configurations, arrangements and methods of transmission of the Company's choosing so long as such network configurations, arrangements and methods of transmission comply with applicable laws and appropriate standards.

The Company may reconfigure, reprogram, substitute, rearrange or otherwise change any Company Facilities, whether such Company Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent. The Company will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately). Except when such change is outside of the Company's control, a Credit for Service Interruption shall apply pursuant to provisions contained herein.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.1 Obligations of the Company, (Cont'd.)**

For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days, unless otherwise specified herein.

Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon forty-five (45) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. Nothing in this tariff shall be construed to prohibit XO from exercising any rights that have accrued prior to the termination of the term of the service order. (C)

Service may be terminated *without notice* to the Customer if:

- a) the Customer is using the service in violation of this tariff;
- b) the Customer is using the service in violation of the law;
- c) emergency conditions, including but not limited to matters of national security, require such action on the part of the Company; or
- d) the Customer is using the service to commit fraud.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.1 Obligations of the Company, (Cont'd.)**

This tariff shall be interpreted and governed by the laws of the Commonwealth of Virginia without regard for its choice of laws provision.

No party may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company. The Company will take any reasonable and lawful action that it determines to be necessary to protect the property and rights of the Company, Company Facilities and existing and potential Customers of the Company's services.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.1 Obligations of the Company, (Cont'd.)**

The Company will use its best efforts to accommodate the Customer's request for a specific service-activation date. The Company shall be liable for delays in the activation of Company Facilities or services only to the extent provided in Section 2.1.5.

The Company will make every reasonable effort to ensure proper and necessary maintenance of the Company Facilities that it places on the Customer's premises. The Company is not responsible for the maintenance of any Customer-owned connecting equipment or facilities and therefore, absent extraordinary circumstances that justify such action but even then only with the Customer's approval, will not maintain such Customer-owned equipment or facilities. The Company shall not be responsible for:

- a) the transmission of signals by any Customer-provided equipment or facilities; or
- b) the quality of, or defects in, the transmission of signals by any Customer-provided equipment or facilities; or
- c) the reception of signals by any Customer-provided equipment.

Neither the Customer nor any other party may molest, rearrange, disconnect, remove, attempt to repair, change the operating environment of or otherwise interfere with any of the Company Facilities without the written consent and approval of the Company. The Customer is responsible for ensuring the continued security and stability of the area in which such Company Facilities are placed.

The Company Facilities placed on the Customer's premises for use in connection with the services that the Company provides shall not be used for any purpose other than for providing the authorized services of the Company. The Company reserves the right to discontinue service and remove such Facilities from the Customer's premises if the Customer or others are found to be using the Facilities for any other purpose. The Company reserves the right to pursue any lawful action that it deems necessary to prevent such unauthorized use.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.1 Obligations of the Company, (Cont'd.)**

The Customer shall be responsible for the payment of service charges as set forth herein for each visit to the Customer's premises by the Company's employees, contractors and/or agents when a service difficulty or trouble report is found to result from the use of equipment or other arrangements provided by the Customer or any other party other than the Company and its employees, contractors and/or agents.

The title to all Company Facilities provided in accordance with this tariff remains with the Company, its contractors or agents; therefore, the Customer has no property right to any such facilities.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.2 Obligations of the Customer**

The Customer shall be responsible for complying with the terms of this tariff and for the payment of all applicable rates and charges that the Company applies pursuant to this tariff.

The Customer shall also be responsible for the payment to the Company of any costs associated with damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with this tariff or the law; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or willful misconduct of employees or agents of the Company.

The Customer shall also be responsible for meeting the reasonable needs of the Company, as specified from time to time by the Company, and at no charge to the Company, including but not limited to any needed personnel or other assistance, adequately conditioned, maintained and secure equipment space, wiring up to the Company's equipment or other point of interconnection designated by the Company, grounding arrangements and power to operate Company Facilities and any other equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises. The Customer is solely responsible for maintaining all such space, equipment, cabling, power arrangements and any other item that the Customer provides pursuant to this Section.

The Customer shall also be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic and/or copper cable(s) and associated equipment used to provide communications service(s) to the Customer from the cable building entrance or property line to the location of the equipment space described herein. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of permits and of altering the structure to facilitate installation of the Company Facilities, shall be borne entirely by, and may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to the Company accepting an order for service.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.2 Obligations of the Customer, (Cont'd.)**

The Customer shall also be responsible for providing a safe place for the Company's employees, contractors and/or agents to work and for complying with all laws and regulations regarding the working conditions on the premises at which Company employees, contractors and/or agents shall be installing or maintaining the Company Facilities. If the Customer requires or desires that the Company Facilities be placed and maintained within an area that, in the Company's opinion, is or may be hazardous (e.g., an area in which, in the Company's opinion, injury or damage to the Company's employees, contractors and/or agents, or to Company Facilities, may result from installation or maintenance by the Company's employees, contractors and/or agents), the Customer shall be required to install and maintain the Company Facilities within that area.

The Customer shall also be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; demonstrating its compliance 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 in any Customer premises or the rights-of-way for which Customer is responsible in this tariff; and for granting or obtaining of permission for the Company's employees, contractors and/or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service, removing the Company Facilities.

The Customer shall also be responsible for making the Company Facilities available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which service is interrupted for such purposes.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.3 Connecting Equipment and Arrangements**

The Customer or an Authorized User may transmit or receive information or signals via the Company Facilities. Such Company Facilities are designed primarily for the transmission of voice communications services, except as otherwise stated in this tariff. The Customer or Authorized User may transmit any form of signal that is compatible with the Company Facilities, however, the Company does not guarantee that its services will be suitable for purposes other than voice communications except as specifically stated in this tariff.

The Customer is responsible for ensuring that Customer-provided equipment and other Customer-provided arrangements connected to Company Facilities are fully compatible with the Company Facilities. The magnitude and character of the voltages and currents impressed on Company Facilities as well as any of the Customer-provided equipment or arrangements may not, by the connection, operation, or maintenance of such Customer-provided equipment or arrangements, be such so as to cause damage to the Company Facilities or to cause injury to the Company's employees, contractors, agents or any other party. Any protective equipment required to prevent such damage or injury shall be provided by the Customer except that the Company may at any time provide such protective equipment at the Customer's expense when the Customer has not provided such protective equipment itself.

Any special interface equipment necessary to achieve compatibility between the Company Facilities and the channels, facilities, equipment or other arrangements of others shall be provided at the Customer's expense.

Company-provided services, as well as Company Facilities, may be connected to the services or facilities of other communications carriers or other entities only when authorized by, and in accordance with, the terms and conditions of this tariff and of the tariffs or contracts of the other communications carriers or other entities.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.3 Connecting Equipment and Arrangements, (Cont'd.)**

Company Facilities may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations as well as all other applicable regulations, codes and ordinances.

The Customer and any Authorized User may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff and to Company Facilities but only to the extent that the Customer or Authorized User is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

Upon notification to the Customer and at a reasonable time the Company may perform such tests and inspections as may be necessary to ensure that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, wiring and other arrangements that connect to Company Facilities.

If the Customer is found to be out of compliance with the protective requirements for Customer-provided equipment or other arrangements, the Company may immediately take such action as it deems necessary to protect the personnel of the Company, its contractors and/or agents or other persons or entities, as well as its network and the Company Facilities, and shall do so at the Customer's expense. The Company will notify the Customer promptly if there is a need for any corrective action. The Customer must take such corrective action and provide notice to the Company of the completion of all such activities within ten (10) days of receiving the Company's notification to the Customer except that the Customer must immediately remedy any situation that may cause harm to any Customer, to Company Facilities or to any third party, and the Customer in that situation shall provide notice to the Company immediately thereafter. The Company may take whatever additional action available under applicable federal, commonwealth or local laws that it deems reasonably necessary, including but not limited to the suspension of service and the notification of authorities, if the Customer does not eliminate any such non-compliant situation.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.4 Claims**

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

- a) any loss, destruction or damage to Company Facilities or any other property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, contractors, agents 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 the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

In any action between the Company and the Customer or User as defined herein to enforce any provision of this tariff, but only to the extent consistent with applicable laws, the Company shall be entitled to recover its reasonable legal fees and other associated litigation costs from the Customer in addition to other relief that the Virginia State Corporation Commission or a court may award.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.5 Limitations on Liability**

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, earthquakes, fire, flood, tornadoes, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including, commonwealth and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, commonwealth or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of Company Facilities, criminal actions taken against the Company; failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability of rights-of-ay or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers Company Facilities or any other arrangements or equipment used for or with the services that the Company offers. The Company will provide credits for interruptions in service to the extent such credits are provided by the underlying carrier.

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.

The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Company Facilities or services on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.5 Limitations on Liability, (Cont'd.)**

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company Facilities or services, by means of the combination of Company Facilities with Customer-provided facilities or services, by means of Customer-provided facilities or services or by means of Customer's own communications.

The Company shall not be liable for any claims for loss or damages involving:

- a.** Breach in the privacy or security of communications transmitted over Company Facilities;
- b.** Any representations made by Company employees, contractors or agents that do not comport, or that are inconsistent, with the provisions of this tariff;
- c.** Any act or omission in connection with the provision of 911, E911 or similar services;
- d.** Any non-completion of calls due to network busy conditions;
- e.** Any calls not actually attempted to be completed during any period that service is not available;
- f.** Any actions by authorized governmental agencies or other parties authorized by law to perform wiretaps and surveillance activities;

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D.)****2.1.5 Limitations on Liability, (Cont'd.)**

- g.** Injury to property or injury or death to persons, including claims for payments under Worker's Compensation laws or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to Company Facilities;
- h.** Libel;
- i.** Slander;
- j.** Infringement of patent, copyright, trade secrets or trademarks;
- k.** Any unlawful or unauthorized use of Company Facilities and services;
- l.** Changes in any of the Company Facilities, or in any of the Company procedures or operations that render any equipment, facilities or services provided by the Customer obsolete or in need of modification;
- m.** Any intentional, wrongful act of any Company employee(s), contractor(s) or agent(s) when such act is not within the scope of their responsibilities for the Company and/or is not authorized by the Company;
- n.** Any representations made by Company employees, contractors, or agents, that do not comport, or that are inconsistent with the provisions of this tariff.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.5 Limitations on Liability, (Cont'd.)**

The Company neither guarantees nor makes any warranty with respect to installations provided by it or its agents for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney's fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

The Company assumes no responsibility for the availability (including timeliness) or performance of any Company Facilities including any cable or satellite systems or related equipment or arrangements under the control of other entities, or for other equipment or arrangements provided by other entities and used in serving the Customer, even if the Company has acted as the Customer's agent in arranging for such equipment, arrangements or services unless these services are directly related to the Company's provision of service. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within ninety (90) days after the date of the occurrence that gave rise to the claim (or commencing twenty one (21) days after remittance of the bill in the case of a dispute over charges or credits) and no action or proceeding against the Company shall be commenced more than three years after the service is last rendered.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.1 USE OF FACILITIES AND SERVICE, (CONT'D)****2.1.5 Limitations on Liability, (Cont'd.)**

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to the following:

1. The utility shall refund the overcharge with interest from the date of overpayment by the Customer.
2. The rate of interest shall be that percentage as determined by the Commission each year and published in January of the effective year.
3. The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final, or if so requested by the Customer.

The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls were made. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular tariffed rate for the service to which it subscribes for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED****2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

The Customer is responsible for the payment of all rates and charges for services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons or entities. Further, the Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, commonwealth and federal taxes (however designated), charges, fees (including franchise and right-of-way fees), and surcharges however designated, imposed on or based upon the provision, sale or use of such Company Facilities and/or services, with the exception of taxes on the Company's net income. Fees, charges and taxes imposed by a city, county or other political subdivision will be collected only from those Customers receiving services within the boundaries of that city, county or other political subdivision.

The Customer will be responsible for all Telecommunication Relay Service (TRS) surcharges at the applicable rate set forth by the Virginia State Corporation Commission. TRS enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls.

When, at the Customer's request, installation and/or maintenance is performed by the Company's employees, contractors and/or agents outside the Company's regular business hours, the Customer shall pay the premium rates and charges that are based on the additional cost to the Company for such items as out-of-hours labor and materials (including out-of-hours delivery), and any other costs incurred by or charged to the Company in meeting the Customer's out-of-hours request(s). Such additional costs shall also apply when an installation is started during the Company's regular business hours but, at the Customer's request, extends beyond the Company's regular business hours or into time periods including, but not limited to, weekends, holidays, and/or night hours.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.1 Responsibility for All Charges, (Cont'd.)**

For the purpose of this tariff, the electronic transmission of an invoice or the Posting of amounts due to the Company from the Customer on a secure Web Site or other secure electronic communication medium shall, when available and when agreed to by the Customer in lieu of traditional mail, be considered the same as the mailing of an invoice by the Company to the Customer via the U.S. Postal Service.

Nonrecurring charges are due and payable to the Company within thirty (30) days after the date that the invoice is received by the Customer. Bills rendered via first class mail shall be assumed to have been received by the Customer three (3) business days following the post mark on the bill or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

The Company shall, on a monthly basis, present invoices to the Customer for all other amounts due including Recurring Rates and Charges, in advance of the month in which the service is provided, and all such amounts shall be due and payable within thirty (30) days after the invoice is received by the Customer. Bills rendered via first class mail shall be assumed to have been received by the Customer three (3) business days following the postmark on the bill or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

When service does not begin on the first day of the monthly bill period, or end on the last day of the monthly bill period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis based on the number of days during that partial month in which the service is provided. For this purpose, every month is considered to have thirty (30) days.

Billing of the Customer by the Company will begin on the Service Commencement Date as defined herein. The Service Commencement Date may be extended by mutual agreement of the parties, or if the service does not conform to standards set forth in the Customer's original Service Order or in this tariff, the Service Commencement Date is the date of the Customer's acceptance. Billing accrues through and includes the day that the service(s), circuit(s), arrangement(s) or component(s) is (are) discontinued.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.1 Responsibility for All Charges, (Cont'd.)**

If the Customer's due payment is not received by the Company, or 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 in addition to the past due amount(s). Late payment charges are provided in Section 2.3.8.

2.3.2 Security Deposit Requirements

Subject to special provisions as may be set forth herein, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company.

2.3.3 Advance Payments

Applicants for service may be required to pay any service, installation or nonrecurring charges, and at least one month's fixed charge in advance of the installation of service, or any charges specified in this Company's Sale of Telephone Equipment Tariff. The amount of such advance payment is credited to the customer's account as applying to any indebtedness under the contract.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.4 Deposits**

- A.** Before the service or facility is furnished to a Business Customer whose credit has not been duly established under Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1.** Two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2.** The charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B.** A deposit may be required of Business Customers in addition to an advance payment.
- C.** The Company shall pay simple per annum interest on a deposit from the date of receipt by the Company pursuant to the Commission's Rules.

At the option of each customer making a security deposit, each utility shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D)****2.3.4 Deposits, (Cont'd.)**

- D.** The Company shall promptly and automatically refund the deposit plus accrued interest under the following conditions:
- 1.** The Customer has paid bills for service for the first two (2) years of service following payment of the deposit without having had service (notice) for nonpayment of bills within the last two (2) years;
 - 2.** The Customer has paid all bills without having had more than two occasions within the last twelve (12) months in which a bill was not paid in a reasonable period after it became due;
 - 3.** The Customer is not presently delinquent in the payment of bills;
 - 4.** The Customer has not presented a bad check in payment of his bills within the last two (2) years; and
 - 5.** Detrimental credit information has not been recorded against the customer within the last two (2) years.
 - 6.** If a Customer does not meet the conditions identified in Section 2.3.4 D.1.-. preceding, the Company shall thereafter review the account every twelve (12) months, and shall promptly and automatically refund the deposit plus accrued interest when the Customer has met these standards.
- E.** The Company may, at its option, return the deposit plus accrued interest, in whole or in part, or credit the Customer's account earlier than the times prescribed in this regulation.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.4 Deposits, (Cont'd.)**

- F.** When a service or facility is discontinued, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any in excess of the unpaid bills including any penalties assessed for service furnished by the Company. A transfer of service from one premises to another within the service area of the Company may not be deemed a discontinuance of service within the meaning of the regulations.
- G.** The Company may apply a customer's deposit plus accrued interest, first against any unpaid balance due the Company for service as determined by the final bill issued to the customer, and then against any unpaid balance due the Company, as agreed upon with the customer.
- H.** The obligations to pay interest on a deposit shall cease upon the date it is returned; date service is terminated; or the date notice is sent to the customer's last known address that the deposit is no longer required.
- I.** The Company shall keep records to show the name, account number of each depositor; the amount and date of the deposit; and each transaction concerning the deposit (a deposit waiver is not considered a transaction).
- J.** The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- K.** A record of each unclaimed deposit shall be maintained for at least three (3) years, during which time the Company shall make reasonable efforts to return the deposits. Unclaimed deposits, with accrued interest, shall be credited to an appropriate account, or shall otherwise be disposed of according to law.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D)****2.3.5 Discontinuance of Service**

- A.** Upon nonpayment of any amounts owing to the Company, bankruptcy, receivership, abandonment of service, by a business Customer, not covered adequately by a security deposit, the Company may, by giving written notice ten (10) days in advance to the Customer, discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition or required alteration of the service to be provided by any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.5 Discontinuance of Service, (Cont'd.)**

- E.** In the event of fraudulent use of the Company's network, the Company will discontinue service without prior notice and/or seek legal recourse to recover all costs involved in enforcement of this provision. The Company shall notify the Customer of the reason for suspension, however.
- F.** Upon the Company's discontinuance of service to the Customer under Section 2.3.5 A, or 2.3.5 B, the Company, in addition to all other remedies, at law or in equity, that may be available to the Company or under any provision of this tariff, may declare all future monthly and other charges that 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.
- G.** Upon failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenues.
- H.** Except as prohibited by Commonwealth or federal law, the Company may refuse to connect or may disconnect service for a former customer unless the customer has paid or made satisfactory arrangements to pay any outstanding bills, or undisputed portion of a disputed bill, for prior service.
- I.** The Company may not refuse service to a customer for nonpayment of an outstanding bill that is over seven (7) years, unless the customer signed an agreement to pay the outstanding bill before the expiration of this period or the outstanding bill is for service obtained by the customer in any manner described in the Commission's Rules.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D)****2.3.5 Discontinuance of Service, (Cont'd.)**

- J.** The Company may discontinue the furnishing of any and/or all services(s) to a Customer, without incurring any liability.
- 1.** 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 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 a request of the Company for security for the payment for service(s) in accordance with Section 2.3.4 above;
 - (d)** The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used;
 - (e)** The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.5 Discontinuance of Service, (Cont'd.)****J. (cont'd.)****1. (continued)**

(f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charge 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. Ten (10) days after sending written notice to the Customer of any sum thirty (30) days past due;

3. Ten (10) days after sending written notice to the Customer, after failure of the Customer to comply with a request by the Company for security for the payment of service in accordance with Section 2.3.4, above; or

4. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that ten (10) day period pursuant to the Commission Rules. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D)****2.3.6 Establishing Credit**

- A.** In order to establish credit, the Company may require an applicant to demonstrate good paying habits by showing that the applicant:
1. Was a customer of a Virginia utility for at least twelve (12) months within the preceding two (2) years;
 2. Does not currently owe any outstanding bills for utility service to a utility doing business in Virginia;
 3. Did not have service discontinued for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
 4. Did not fail, on more than two occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.
- B.** In addition to the requirements of 2.3.6 above, the Company may require an applicant to satisfy any one of the following in order to establish credit:
1. Showing that the applicant has been actively engaging in its current business as a proprietorship, partnership, or corporation for a period of at least four (4) years;
 2. Demonstrating credit worthiness by showing that the applicant has made payment on credit accounts when due;
 3. Otherwise establishing the applicant's credit in conformance with additional reasonable regulations the Company may adopt pursuant to the Commission Rules.
- C.** Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statement, or other established accounts maintained in a satisfactory manner.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.6 Establishing Credit, (Cont'd.)**

- D.** If an applicant is unable to establish credit under the provisions of this Section, the Company may require the applicant to establish credit by making a cash deposit to secure payment of a final bill for service.
- E.** The establishment of credit under this Section does not relieve the applicant or customer from compliance with the regulations of the Company as to prompt payment of bills, and does not relieve the customer from having service terminated for nonpayment of bills due from service furnished.
- F.** The Company shall advise all applicants for service that a customer may be required to reestablish credit under this Section, if the conditions of service or the basis on which credit was originally established materially change.
- G.** If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with the Company's decision regarding establishment of service, the Company shall direct its personnel to inform the applicant or Customer of the right to have a supervisory review of the decision by contacting the Company at the address shown below. A complaint may be submitted either verbally or in writing to the following:

XO VIRGINIA, LLC
9201 North Central Expressway
PERT – 4th Floor
Dallas, Texas 75231
Phone: 800-553-1989

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D)****2.3.6 Establishing Credit, (Cont'd.)****G. (cont'd.)**

If there is still a disagreement after investigation and review by the Company supervisory personnel, the Customer has the option to pursue the matter with the Virginia State Corporation Commission. A complaint may be submitted either verbally or in writing to the following:

Virginia State Corporation Commission
Communications Division
1300 East Main Street
Richmond, VA 23219
Voice: (804) 371-9420
Fax (804) 371-9069

- H.** The Company, upon request, shall furnish a copy of these regulations to the applicant for service or customer from whom a deposit is required. The copy shall contain the name, address and telephone number of the Commission.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.7 Reestablishment of Credit**

- A. The Company may require an applicant for service who is a present or former customer of the Company to reestablish credit at the time of application if one of the following exists:
1. The customer owes an outstanding bill for a prior service.
 2. Customer's account has been terminated by the Company within the last twelve (12) months of prior service for nonpayment of a bill;
 3. Customer failed to pay a nonresidential bill when it became due on more than two (2) occasions in the last twelve (12) months of prior service;
 4. Customer's account is more than one (1) month in arrears; or
 5. Conditions of service or the basis on which the customer's credit was originally established have materially changed.
- B. A Customer who has established credit and is receiving service but who fails to pay a bill by the expiration date of a termination of service notice, may be required to reestablish credit by depositing the amount prescribed in 2.3.4, in addition to paying the outstanding bill and a reasonable reconnection charge.

2.3.8 Late Payment Charge

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty shall be due 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.

2.3.9 Denied Service Restoral Charge

A Denied Service Restoral Charge applies for the restoral of services after denial of service for nonpayment. Service Restoral Charge is provided at 2.3.13 in this tariff.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.10 Cancellation of Application for Service**

Applications for service may be canceled by the Customer upon five (5) days prior notice. Where the Customer cancels 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:

- A.** Where, prior to the Company's receipt and acceptance of the Customer's cancellation notice, the Company incurs any costs or expenses in securing appropriate approvals (such as permits) or in preparing to install the service including but not limited to the payment by the Company of nonrecurring and recurring fees to the Company's contractors, agents or other providers, or in procuring and/or installing the service and/or Company Facilities, or where the Company incurs any costs or expenses in connection with the termination of an agreement with any of its suppliers or other parties when such fees and/or costs are the result of the Customer's request, a charge equal to the costs that the Company incurred, less net salvage if any, shall apply. In no case shall this charge exceed the sum of the rates and charges for the minimum period of services ordered including installation charges as well as special construction charges and all rates and charges that others levy against the Company when such amounts would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

- B.** In addition, when the Company incurs any costs or expenses in connection with special construction, or where any activities associated with special arrangements or Company Facilities have begun, a charge equal to the costs and expenses that the Company incurred as a result of the Customer's order, less net salvage, shall apply. In such cases, the charge will be based on the cost of the Company Facilities and shall also include but not be limited to the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, fees paid by the Company or by other parties on the Company's behalf to contractors or agents of the Company, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.3 PAYMENT FOR SERVICE RENDERED, (CONT'D.)****2.3.11 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the rates and charges that will be applied to the Customer shall be adjusted accordingly.

2.3.12 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge.

Return Check Charge: \$ 20.00

2.3.13 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Restoral Charge \$25.94

2.3.14 Customer Overpayments

1. In the event that a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer.
2. The rate of interest shall be the rate as established by the Virginia State Corporation Commission to be paid on deposits.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'.D)**2.4 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

No credit will be allowed for an interruption of less than twenty-four (24) hours. After the first twenty-four (24) hour period, a credit equal to 1/30 of the fixed monthly recurring charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty-four hours.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.4 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS, (CONT'D.)****2.4.1 Limitation 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 period in which the Customer continues to use the service on an impaired basis;
- F.** Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G.** Interruption of service due to circumstances or causes beyond the control of the Company.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.4 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS, (CONT'D)****2.4.2 Cancellation for Service Interruption**

Cancellation or termination by the Customer due to a service interruption is permitted only if a circuit experiences, through no fault of the Customer, a single continuous outage of eight (8) hours or more or multiple outages that total at least sixteen (16) hours in a continuous twelve-month period. The right of the Customer to cancel service under this provision applies only to the single circuit which was subject to the outage(s).

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.5 SUSPENSION OR TERMINATION OF SERVICE****2.5.1 Termination For Cause Other Than Nonpayment****A. General**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished; or
2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
3. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.5 SUSPENSION OR TERMINATION OF SERVICE, (CONT'D.)****2.5.1 Termination For Cause Other Than Nonpayment, (Cont'd.)****B. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a) No charge shall apply for the period during which service had been terminated; and
 - b) Connection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)**2.5 SUSPENSION OR TERMINATION OF SERVICE, (CONT'D.)****2.5.1 Termination For Cause Other Than Nonpayment, (Cont'd.)****D. Change in the Company's Ability to Secure Access**

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

Upon violation by the Customer of any of the terms or conditions of this tariff, the Company may discontinue or suspend service without incurring any liability.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.5 SUSPENSION OR TERMINATION OF SERVICE, (CONT'D.)****2.5.2 Emergency Termination of Service**

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

Upon condemnation of any material portion of the Company Facilities or if a casualty renders all or any material portion of such Facilities inoperable or beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon the Customer's failure to establish credit for new or additional service, the Company, by notice to the Customer, may deny or discontinue service without liability.

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.

In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.5 SUSPENSION OR TERMINATION OF SERVICE, (CONT'D.)****2.5.3 Refusal of Service**

The Company may deny installation or continuation of service to any applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements or credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among other occupants or persons residing or conducting business together for the purpose of avoiding the debts of one or more of said persons, or any other similar fraudulent devices.

The Company shall deny service to a telecommunications company that intends to use the service requested to provide telecommunications for hire, sale, or resale to the general public if such telecommunications company is not registered or otherwise authorized to provide such service(s) in the Commonwealth of Virginia. The Company will, however, proceed with implementation activities up to but not including the delivery of service if the requesting telecommunications firm is demonstrably in the process of obtaining the necessary registration(s) and/or authorization(s). Any telecommunications company requesting service from the Company shall, at the time of its request, state in writing whether the service is intended to be used for intrastate telecommunications for hire, sale, or resale to the general public.

The Company reserves the right to deny service to parties which are known to conduct a type of business that is not expressly permitted and approved by regulators and other appropriate authorities. In such instances, the burden of proof to demonstrate that the Customer has the necessary authorizations and that the Customer will comply with all regulatory requirements lies on the Customer. The Company will not unduly deny service from any Customer that has demonstrated such compliance upon the Company's request.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.5 SUSPENSION OR TERMINATION OF SERVICE, (CONT'D.)****2.5.4 Prohibited Uses**

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offerings for resale to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Virginia State Corporation Commission regulations, policies, orders, and decisions.

The Company may require a Customer to immediately discontinue its transmission of signals if said transmission is causing interference or any other type of harm to others.

A Customer, Joint User or Authorized User as defined herein may not assign, or transfer in any manner, the service or any rights associated with the service that the Company provides to it without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all rates and charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and new service nonrecurring installation charges as stated in this tariff will apply.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.6 USE OF THE CUSTOMER'S SERVICE BY OTHERS****A. Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Virginia State Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account (including service(s) billed to the telephone number(s) assigned to the Customer) pursuant to this tariff, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying the Company of any unauthorized use.

B. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from that designated Customer. That designated Customer retains total responsibility for managing each joint use arrangement that it allows in order to ensure compliance with this tariff and applicable requirements of the Virginia State Corporation Commission and of the law, and for making payment to the Company for all charges that the Customer and the Customer's joint users incur, even though each joint user that the Company bills directly shall be responsible for the payment of the charges billed to it.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'.D)**2.7 TRANSFERS AND ASSIGNMENTS**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and Company 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 its parent company or to any of the Company's subsidiaries or affiliates;
- b) pursuant to any sale or transfer of substantially all the assets of the Company: or
- c) pursuant to any financing, merger or reorganization of the Company.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D)**2.8 NOTICES AND COMMUNICATIONS**

The Customer shall designate on the Service Order an address to which the Company shall mail, deliver or e-mail all notices and other communications, except that Customer may also designate a separate address to which Company bills shall be mailed, delivered or, if available by the Company, transmitted.

The Company shall designate on the Service Order an address to which the Customer shall mail, deliver or e-mail all notices and other communications, except that Company may designate a separate address on each bill to which the Customer shall mail, deliver or, if available by the Company, transmit the payment.

All notices or other communications required to be given pursuant to this tariff shall be in writing to the Company at our address or by calling the Company's toll free customer service number provided below. Notices and other communications of either party, and all bills mailed, delivered or transmitted to the Customer by the Company, shall be presumed to have been delivered on the third business day following the prepaid and properly-addressed mailing, delivering or transmitting of the notice, communication or bill or shall be presumed to have been delivered when such notices, communications and/or bills are actually received or refused by the addressee, whichever occurs first.

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

XO VIRGINIA, LLC
9201 North Central Expressway
PERT – 4th Floor
Dallas, Texas 75231
Phone: 800-553-1989

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'.D)

2.9 SURCHARGES

2.9.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges may apply to the Customer's monthly bill statement. Surcharge rates applicable to a particular Customer will be listed on the Customer's bill.

INTEREXCHANGE SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'.D)

2.10 MISCELLANEOUS PROVISIONS FOR BUSINESS CUSTOMERS

2.10.1 Application of Rates

- a) Rates as described herein apply to service furnished.
- b) The use of facilities and service is restricted to the Customer, Customers' agents and representatives of the Customer, and Joint Users.

INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES**3.1 GENERAL****3.1.1 Description**

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this Section are in payment for intraLATA calling service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, person to person calling and other station to station calls.

3.1.2 Classes of Calls

Service is offered as two classes: station-to-station calling and person-to-person calling.

- A. Station-to-Station Service** is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- B. Person-to-Person Service** is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to number agreed upon alternate.

INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, (CONT'D.)**3.2 TIMING OF CALLS**

Unless otherwise indicated, all calls are billed in six (6) second increments after an initial increment of sixty (60 seconds). All itemized calls will be rounded to the next highest cent for billing purposes.

(C)(T)
(T)(I)

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed to alternate.

Call timing 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 either by automatic timing equipment in the telephone network or by the Company operator.

 INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, (CONT'D.)**3.3 TIME PERIODS DEFINED**

Time Periods - Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate would normally apply.

Rates	From	Up to But Not Including	Days Applicable
Day:	8:00 A.M.	5:00 P.M.	Mon. - Fri.
Evening:	5:00 P.M.	11:00 P.M.	Mon. - Fri.
Night:	11:00 P.M.	8:00 A.M.	Mon. - Fri.
Weekend:	All Day	Saturday and Sunday	

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, (CONT'D.)**3.4 INTRALATA BUSINESS RATES****(A) IntraLATA Calling**

Billed in 60/6 second increments	Rates	
Per Minute	\$0.1650	(I)

Retroactive Volume Discount: Based on total volume of Interstate IntraLATA and intrastate IntraLATA Calling:

Applied to combined usage

Monthly Usage	Discount
\$0 - \$49.99	\$0.0%
\$50 - \$199.99	\$2.0%
\$200 - \$349.99	\$5.0%
\$350.00 - \$499.99	\$8.0%
\$500 +	\$10.0%

INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, (CONT'D.)**3.5 XO ACROSS AMERICA 1+ PLANS**

XO Across America 1+ service plans are available to Facility- and Resale-based local exchange end users. Across America 1+ Plan rates apply to both direct dialed (1+) and Toll Free Services (TFS). For direct dialed (1+) calls, the customer may originate from locations served by Company local exchange services and may terminate in all locations outside the LATA from which the call is placed. Toll-free calls will be billed in six (6) second increments with an initial billing period of sixty (60) seconds. Certain plans have additional requirements, which are noted in the plan description below. For toll Free Service (TFS), the following rates apply to all traffic originating and terminating within the state. The following service charges apply to TFS:

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

Plan 9.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	Month-to-Month	None

Small Business 7.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	Month-to-Month	\$5.00

INTEREXCHANGE SERVICES

SECTION 3 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, (CONT'D.)**3.5 XO ACROSS AMERICA 1+ PLANS, (CONT'D.)****Business Value 6.9 LD/TFS**

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	One (1) Year	\$50.00

Business Saver 5.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.1100	One (1) Year	\$200.00

INTEREXCHANGE SERVICES

SECTION 4 - INTRASTATE INTERLATA LONG DISTANCE USAGE CHARGES

4.1 UNI-RATE LONG DISTANCE SERVICE (ULD)

Description - Uni-Rate Long Distance Service (ULD) is a communications service which is available for use by the Customer twenty-four (24) hours a day. The Customer may originate ULD from locations served by the Company and may terminate in all locations within the state but outside of the LATA from which the call is placed. ULD calls will be billed in 6 second increments with an initial billing period of sixty (60) seconds.

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Variations - The service is offered in two variations depending on the method that the Customer employs to gain access to the Company's network for use of the service:

Presubscription - ULD is offered in Feature Group D (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company (LEC) to the Company's ULD service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated - ULD is offered to the extent that facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Rates and Charges

	Switched	Dedicated
Uni-Rate, per minute	\$0.1104	\$0.072

INTEREXCHANGE SERVICES

SECTION 4 - INTRASTATE INTERLATA LONG DISTANCE USAGE CHARGES

4.2 XO Unlimited Business Plan

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

There is a 10 line maximum per service location. This Plan must be applied to all standard business lines at a given service location. The following restrictions apply to this offering: call-center applications are prohibited, including, but not limited to, auto-dialers; non-standard (e.g., excessive) internet connections and other data transmission are prohibited (services have been engineered to meet typical peak hour usage and anything beyond such use shall be considered non-standard); and any use not consistent with standard business use, as reasonably defined by the Company, is prohibited. Toll Free service (applicable MRCs can be found in Section 5.1), Operator Assistance, Calling Card, and Directory Assistance services are available.

This plan is available to customers in accordance with the terms of use specified in 4.2.1.1 below.

4.2.1.1 Terms of Use: The following restrictions apply to JustCom Service:

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

4.2.2 Rates and Charges

Monthly Recurring Charge, per line	\$20.00
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4.3 True Savings Long Distance Rate Plan

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

InterLATA Intrastate, Per Minute	\$0.1100
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INTEREXCHANGE SERVICES

SECTION 5 - TOLL-FREE SERVICES

5.1 TOLL FREE 8XX SERVICE ¹

Description - Toll free 8XX Service provides the Customer with a telephone number within the toll free 8XX NPAs, enabling the Customer or User to receive incoming calls to that number which originate from any station on the public switched telecommunications network within the Commonwealth of Virginia. All charges for incoming toll free 8XX calls are billed to the Customer. Toll free 8XX Service calls may be received over:

- A. Company-Provided Access Services** - The Customer must designate one or more channels on a digital, dedicated access facility, for use in conjunction with the Company's toll free 8XX Service, prior to commencement of service. Service provided in this manner is Dedicated toll free 8XX; or
- B. Company Provided Exchange Access Lines** - Exchange Access Lines provided to the Customer by the Company can be pre-subscribed by the Customer to the Company's Switched toll free 8XX Service.

General - The toll free 8XX Service arrangement is an inward calling switched service which permits a call to be completed at the Customer's location without charge to the calling party. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll free 8XX Service calls are billed in 6 second increments, with an initial billing period of sixty (60) seconds per call. A MATR of sixty (60) seconds per call applies during the billing period, which if adjusted, will be billed as a nonrecurring charge. In addition, there is a nonrecurring and monthly recurring toll free 8XX Service number charge, which will be applied either on a "per toll free 8XX number" basis for shared access or on a "per routing arrangement" basis for dedicated access. Two types of toll free 8XX Services are offered by the Company.

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Switched Toll Free 8XX - alls are originated via shared-use facilities and are terminated via the Customer's LEC-provided local exchange access line.

1 Toll Free 8XX includes the following toll free codes: 800, 888, and 877.

INTEREXCHANGE SERVICES

SECTION 5 - TOLL-FREE SERVICES, (CONT'D.)

5.1 TOLL FREE 8XX SERVICE, (CONT'D.)

Dedicated Toll Free 8XX calls are originated via shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's switch site serving the Customer's location. This service is offered to the extent that facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's switch site POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Shared Toll Free Line Charge (per 8XX number)	Non-Recurring \$10.00	Monthly Recurring \$13.50	(I)
Switched Toll Free 8XX	Per Minute \$0.1104		
Dedicated Toll Free Line Charge (per routing arrangement)	Non-Recurring \$40.00	Monthly Recurring \$50.00	
Dedicated Toll Free 8XX	Per Minute \$0.072		

INTEREXCHANGE SERVICES

SECTION 6 - CALLING CARD SERVICES**6.1 CARD SERVICE**

Description - Calling Card Service is provided to the Customer for use when away from its established service location. Access to the service is gained by dialing a Company-designated toll free 8XX access number (e.g., 800-NXX-XXXX), plus the Customer's/User's Calling Card authorization number and the called telephone number. The Calling Card can, where available, also be used to place operator-assisted and directory assistance calls, subject to the application of additional rates and charges.

Beyond these standard features, the Calling Card includes the following enhanced features: conference calling. The use of enhanced features is subject to separate rates and charges. XO Calling Card calls are billed in sixty (60) second increments, with an initial billing period of sixty seconds (60) minimum. (C)

Rates and Charges**A. Standard Usage Charges**

Per minute of use	\$0.19
Surcharge Per Call	\$0.25

Operator-Assisted Calls - The Calling Card may be used to place XO operator-assisted calls. The following surcharges apply per call, in addition to the standard usage charges.

Station-To-Station (per call)	\$0.60
Directory Assistance (per call)	\$0.75

 INTEREXCHANGE SERVICES

SECTION 7 - OPERATOR SERVICES**7.1 OPERATOR SERVICES****7.1.1 Application of Rates and Charges for Call Completion Services**

The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, long distance usage charges, calling card, collect and bill to third number incremental charges. The charge for Operator Call Completion applies for each call dialed and completed for the Customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

7.1.2 Operator Assisted Surcharges for Long Distance Call Completion Services

	Per Call
Third Number Billing	\$2.25
Collect Calling	\$2.25
Person-to-Person	\$3.00
Station-to-Station	\$2.25
Calling Card (where Operator Assistance is required)	\$0.60

INTEREXCHANGE SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS**8.1 SPECIAL CONSTRUCTION****8.1.1 General**

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs.

8.1.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

INTEREXCHANGE SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)**8.1 SPECIAL CONSTRUCTION, (CONT'D.)****8.1.3 Cost Computation**

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a.** The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1)** equipment and materials provided or used;
 - (2)** engineering, labor and supervision;
 - (3)** transportation;
 - (4)** rights of way; and
 - (5)** shipping and delivery.
- b.** cost of maintenance;
- c.** depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d.** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e.** license preparation, processing and related fees;
- f.** tariff preparation, processing and related fees;
- g.** any other identifiable costs related to the facilities provided; or
- h.** an amount for return and contingencies.

INTEREXCHANGE SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)**8.1 SPECIAL CONSTRUCTION, (CONT'D.)****8.1.4 Termination Liability**

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- A.** The termination liability period is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1)** Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
 - * equipment and materials provided or used;
 - * engineering, labor and supervision;
 - * transportation;
 - * rights of way; and
 - * shipping and delivery.
 - (2)** license preparation, processing and related fees;
 - (3)** tariff preparation, processing and related fees;
 - (4)** cost of removal and restoration, where appropriate; and
 - (5)** any other identified costs related to the specially constructed or rearranged facilities.

INTEREXCHANGE SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)**8.1 SPECIAL CONSTRUCTION, (CONT'D.)****8.1.4 Termination Liability, (Cont'd.)**

- C. **Calculating Termination Charges** - Termination charges shall be computed in accordance with tariffed regulations in Section 8.1.4a and 8.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

INTEREXCHANGE SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)**8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

8.3 PROMOTIONAL OFFERINGS

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. 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.

8.4 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 services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ICBs will be filed with the Communications Division of the Commission.

INTEREXCHANGE SERVICES

SECTION 9 - MISCELLANEOUS CHARGES

9.1 PUBLIC TELEPHONE SURCHARGE

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided services and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	Per Call	
Surcharge	\$0.50	(I)
		(D)

		(D)

INTEREXCHANGE SERVICES

SECTION 9 - MISCELLANEOUS CHARGES

9.2 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.

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

Per Call	\$0.75
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Each call to Directory Assistance using a XO Calling Card will be charged as follows:

Per Call Using XO Calling Card	\$0.75
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9.2.2 Call Completion Feature

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

9.2.3 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

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

INTEREXCHANGE SERVICES

SECTION 9 - MISCELLANEOUS CHARGES

9.3 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

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INTEREXCHANGE SERVICES

SECTION 10 - LONG DISTANCE PACKAGES**10.1 LONG DISTANCE BUCKETS**

The Long Distance Buckets are packages of long distance minutes billed under one flat rate. The rates below include all applicable charges associated with long distance calling, excluding tax. The Long Distance buckets are available to all product subscribers. Customer's may choose from four (4) different packages listed below.

True Business Long Distance Buckets	Incremental Charge	Overage Charge Per Minute
200 Minute Long Distance Bucket	\$10.00	\$0.069
500 Minute Long Distance Bucket	\$23.75	\$0.069
1500 Minute Long Distance Bucket	\$67.50	\$0.069
2500 Minute Long Distance Bucket	\$100.00	\$0.049