

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

XO Communications Services, Inc.

INTEREXCHANGE SERVICES PRODUCT DOCUMENT

Regulations, Descriptions, and Rates

Applicable to Furnishing

Interexchange Services

within the State of Florida

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

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

Category One - Sections 3.1 to 3.15.2

<p>The following sections will apply to customers who are served by a Central Office where the former Allegiance Telecom of Florida, Inc. has facilities and to existing Customers of XO Florida, Inc. as of January 31, 2005.</p>
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1. DEFINITIONS

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation, which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Company: XO Communications Services, Inc., the issuer of this Product Document, which is a Washington corporation, or any of its affiliates which concur in this Product Document.

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

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

IntraLATA Service: Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service: Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

M/M: Month to month.

MOU: Minutes of use.

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1. DEFINITIONS (Cont'd)

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

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

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

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide the Customer with interLATA service without having to dial a special access code.

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

Residential Customer: Eligible Person which orders residential service, as defined herein, and is responsible for the payment of charges and for compliance with the Company's Product Document regulations.

Residential Service: Service provided to private residences, or residential apartments or rooms in such locations as hotels, apartment houses, dormitories or boarding houses, when: (a) the primary use is of a social nature, (b) the exchange service termination and all customer premises inside wire including associated equipment are in locations which are a part of the customer's domestic establishment, (c) no business listings are provided. No customer shall be eligible for Residential Service or rates on lines for which a business directory listing is provided. Residential Service is not available in locations of a strictly business nature and at such locations as: (1) colleges, (2) clubs (including college fraternity and sorority houses), (3) churches, except for: services located in the study of a member of the clergy and listed only in his/her name and provided solely for his/her use. Residential Service is not available whenever the listing of the service: (1) is in the name of a firm, company or corporation, or, (2) in any way connotes a business or trade, or, (3) includes the term "office", or, (4) contains a title indicting a profession.

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1. DEFINITIONS (Cont'd)

Service Order: The written request for communications services executed by the Customer and the Company in the 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 Product Document.

Station: Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

Station-to-Station: Service where the person originating the call from other than a public or semi-public coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

Two Point Message Toll Service: Furnishing of facilities for telecommunications between different local calling areas in accordance with the regulations and schedule of rates specified in this Product Document. The rates specified in this Product Document are in payment for all services furnished between the calling and called stations.

United States: The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User or End User: Any person or entity that obtains the Company's services provided under this Product Document, regardless of whether such person or entity is so authorized by the Customer.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide domestic interstate message toll service in accordance with the terms and conditions set forth in this Product Document.

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

2.1.2 Shortage of Equipment or Facilities

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

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

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

2.1.3 Terms and Conditions

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

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Product Document. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 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 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Product Document prior to termination. The rights and obligations which, by their nature, extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this Product Document, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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

- a. the Customer is using the service in violation of this Product Document, or
- b. the Customer is using the service in violation of the law, or as set forth in Section 2.5.5 of this Product Document.

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

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

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

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects, representations, or use of these services, or arising out of the failure to furnish the service, whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.

Except for the extension of allowances to the Customer for interruption in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for any claims for loss or damages involving any act or omission of (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. 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.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company is not liable for any defacement of, or damage to, Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Product Document, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Product Document.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than thirty (30) days after the date of the occurrence that gave rise to the claim.

2.1.4.10 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Product Document including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another carrier; and all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Product Document.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.11 The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person, or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.

2.1.4.12 With respect to Telecommunications Relay Service (TRS), any service provided by the 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 the Company or any connecting carrier, the 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 call was made.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed.

2.1.4.14 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities.

2.1.4.15 The Company makes no warranties or representations, express 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.

2.1.5 Notification of Service-Affecting Activities

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

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

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

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

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

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

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Special Construction

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

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Special Construction (Cont'd)

- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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

2.1.8 Ownership of Facilities

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

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2. GENERAL REGULATIONS (Cont'd)

2.2 Use of Service

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

2.2.1 Prohibited Uses

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

2.2.1.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.1.3 The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Product Document;
- (b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.3.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Reserved for Future Use

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2. GENERAL REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

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

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

2.4.3 Interconnection of Facilities

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

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

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2. GENERAL REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspection and Testing

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

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

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.1 Taxes

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

Property Tax Recovery Charge: Starting on October 1, 2004, all intrastate services will be subject to a monthly Property Tax Recovery (PTR) charge of 1.341%. The PTR charge provides for recovery of property taxes imposed on the Company's telecommunications facilities. The PTR, however, is applied only to net intrastate charges, after the application of any service discounts and credits.

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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this Product Document attributable to services established, provided, or discontinued.

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

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty of 1.5% shall be due to the Company.

2.5.2.6 Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$25.00.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

The Company does not collect deposits at this time.

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amount owing the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this Product Document, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.5.7 Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this sub-section 2.5.5.7 if

- (a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
- (b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
- (c) the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4;

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 (Cont'd)

- (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 Common Carrier 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;
- (f) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Product Document's charges for the service by:
 - (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Product Document;
 - (2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) any other fraudulent means or devices;
- (g) the Customer owes any sum thirty (30) days past due;
- (h) within five (5) working days of the date of written notice to the Customer that the Customer is not complying with any provision of this Product Document, the noncompliance is not corrected.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

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

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service cannot be canceled unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements.

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

2.6 Allowances for Interruptions in Service

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions

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

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

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

Interruptions of 24 hours or Less:

Length of Period to be Credited	Interruption Credit
Less than 15 minutes	None
15 minutes up to, but not including 3 hours	1/10 Day
3 hours up to, but not including 6 hours	1/5 Day
6 hours up to, but not including 9 hours	2/5 Day
9 hours up to, but not including 12 hours	3/5 Day
12 hours up to, but not including 15 hours	4/5 Day
15 hours up to, but not including 24 hours	One Day

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

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

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Product Document by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company;
- (h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of an Alternative Service

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

2.6.4 Cancellation For Service Interruption

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

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5.2: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer,

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

2. GENERAL REGULATIONS (Cont'd)

2.7 Cancellation of Service (Cont'd)

plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 Except as otherwise provided in Section 2.3.2, all notices or other communications required to be given pursuant to this Product Document will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth in Section 2.9.3.

2.10 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

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

Category One - Sections 3.1 thru 3.15.2

3. SERVICE DESCRIPTIONS AND RATES

3.1 Message Toll Service

Message Toll Service (MTS) is a direct dialed communications service that is available for use by customers twenty-four (24) hours a day. Customers may originate and terminate intrastate MTS from locations served by the Company within the state of Florida. Operator Assistance, Toll Free Service and Directory Assistance services are available to Customers of the Company's MTS service subject to the provisions of this Product Document.

For the purposes of Section 3.1 and 4.1, timing of messages will be determined by the following method.

- (a) Chargeable time begins when connection is established between the calling station and the called station.
- (b) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- (c) Chargeable time does not include time lost due to faults or defects in the connection.

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Message Toll Service (Cont'd)

3.1.1 On-Net Service

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

The following service offerings apply to Customers that chose to purchase both XO local and XO long distance service.

3.1.1.1 Switched Service: Switched Service will be rated at six second increments with an initial 60 second billing increment. For billing purposes, prices will be rounded up to the next highest increment. Fractional cents will be rounded off to the nearest higher cent.

3.1.1.1.1 IntraLATA/Intrastate Switched Service:

IntraLata /Intrastate switched service that originates and terminates in the same Local Access and Transport Area (LATA) within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.96
1 year	\$0.910
2 years	\$0.880
3 years	\$0.850

3.1.1.1.2 InterLATA/Intrastate Switched Service:

InterLATA/Intrastate switched service that originates in one and terminates in a different LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.11
1 year	\$0.1045
2 years	\$0.101
3 years	\$0.0930

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Message Toll Service (Cont'd)

3.1.1 On-Net Service (Cont'd)

3.1.1.2 Dedicated Service: Dedicated Service will be rated at six second increments with an initial 60 second billing increment. For billing purposes, prices will be rounded up to the next highest increment.

3.1.1.2.1 IntraLATA/Intrastate Dedicated Service:

IntraLATA/Intrastate dedicated service that originates and terminates in the same LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.090
1 year	\$0.860
2 years	\$0.830
3 years	\$0.800

3.1.1.2.2 InterLATA/Intrastate Dedicated Service:

InterLATA/Intrastate dedicated service that originates in one and terminates in a different LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.09
1 year	\$0.0855
2 years	\$0.0828
3 years	\$0.0801

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.1 Message Toll Service (Cont'd)

3.1.2 Off-Net Service

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

Off-Net Service is provided for customers purchasing only XO long distance services.

Term	Rate
Month-to-Month	\$0.12 per MOU

3.1.3 Chadwick Service

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

Customers that were originally Chadwick Telecommunications Customers will pay the intrastate message toll rates listed below. The rates are dependent upon the time of day in which calls are made.

Current Rate (for all times of day)	\$0.1656 per MOU
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 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.2 Toll Free Service

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

Toll Free Service is an inward calling switched or dedicated access service that permits a call to be completed at the Customer's premises 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 premises.

Toll Free Service is usage sensitive and billed in six (6) second increments with a 60 second minimum. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded off to the nearest higher cent. Rates will apply on a per minute basis to all Toll Free Service calls originating and terminating in the State of Florida:

3.2.1 Switched Service: Switched Service will be rated at six second increments with an initial 60 second billing increment. For billing purposes, prices will be rounded up to the next highest increment. Fractional cents will be rounded off to the nearest higher cent.

3.2.1.1 IntraLATA/Intrastate Switched Service:

IntraLata /Intrastate switched service that originates and terminates in the same LATA within the state of Florida.

Term	Rate
Month-to-Month	\$0.096 per MOU
1 year	\$0.0910 per MOU
2 years	\$0.0880per MOU
3 years	\$0.0850 per MOU

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.2 Toll Free Service (Cont'd)

3.2.1 Switched Service (Cont'd)

3.2.1.2 InterLATA/Intrastate Switched Service:

InterLATA/Intrastate switched service that originates in one and terminates in a different LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.11
1 year	\$0.1045
2 years	\$0.101
3 years	\$0.0930

3.2.2 Dedicated Service: Dedicated Service will be rated at six second increments with an initial 60 second billing increment. For billing purposes, prices will be rounded up to the next highest increment.

3.2.2.1 IntraLATA/Intrastate Dedicated Service:

IntraLATA/Intrastate dedicated service that originates and terminates in the same LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.90
1 year	\$0.0860
2 years	\$0.0830
3 years	\$0.0880

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.2 Toll Free Service (Cont'd)

3.2.2 Dedicated Service (Cont'd)

3.2.2.2 InterLATA/Intrastate Dedicated Service

InterLATA/Intrastate dedicated service that originates in one and terminates in a different LATA within the state of Florida.

Term	Rate Per MOU
Month-to-Month	\$0.09
1 year	\$0.0855
2 years	\$0.0828
3 years	\$0.0801

3.2.3 Chadwick Service: XO Florida Customers that were originally Chadwick Telecommunications Customers will pay intrastate message toll rates listed below. The rates are dependent upon the time of day in which calls were made.

	Rate Per MOU
Current Rate (for all times of day)	\$0.1656

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.3 Reserved for Future Use

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.4 Operator and Directory Assistance

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

3.4.1 Description of Service

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner.

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

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

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

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.4 Operator and Directory Assistance

3.4.2 Operator Assisted Surcharges for the State of Florida

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

	Automated	Live Operator
Directory Assistance	\$2.25	
Station to Station	\$1.80	\$1.80
Person to Person	\$3.00	\$3.00
Collect Calls	N/A	\$3.00
Third Number Billed	\$2.25	\$2.25
The rate per minute for operator-completed calls	\$0.20	\$0.20

Calls from aggregator locations, such as hotels or pay telephones will be rated as follows:

Per Call Service Charge	
Person to Person	\$3.25
All Other	\$1.75
No other surcharges will apply	
Rate Per Minute	\$0.30

3.4.3 Directory Assistance Surcharges for the State of Florida

Directory Assistance	\$2.25
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FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)**3.5 InterLATA Network Access****3.5.1 Description of Service**

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

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.5 InterLATA Network Access (Cont'd)

3.5.2 Rates and Charges

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

3.5.2.1 Rate Elements: Two rate elements apply to InterLATA Network Access: Channel Termination and Network Access Mileage.

Channel Termination

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

Network Access Mileage

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.5 InterLATA Network Access (Cont'd)

3.5.2 Rates and Charges (Cont'd)

3.5.2.2 Rate Application

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

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

On-Net- DS1					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC- Installation	Fixed	Variable
	1yr	\$120.00	\$660.00	\$80.00	\$20.25
	2yr	\$100.80	\$660.00	\$75.00	\$13.50
	3yr	\$100.80	\$660.00	\$75.00	\$13.50
Off-Net- DS1					
	1yr	\$270.00	\$660.00	\$80.00	\$20.25
	2 yr	\$226.80	\$660.00	\$75.00	\$13.50
	3 yr	\$226.80	\$660.00	\$75.00	\$13.50

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.5 InterLATA Network Access (Cont'd)

3.5.2 Rates and Charges (Cont'd)

3.5.2.2 Rate Application (Cont'd)

On-Net- DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC- Installation	Fixed	Variable
	1yr	\$1240.00	\$415.00	\$1012.00	\$66.00
	2yr	\$1240.00	\$415.00	\$1012.00	\$66.00
	3yr	\$1240.00	\$415.00	\$1012.00	\$66.00
Off-Net-DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC- Installation	Fixed	Variable
	1yr	\$2790.00	\$415.00	\$1012.00	\$66.00
	2yr	\$2790.00	\$415.00	\$1012.00	\$66.00
	3yr	\$2790.00	\$415.00	\$1012.00	\$66.00

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service

3.6.1 Description of Service

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

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

3.6.2 Rates and Charges:

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.1 Rate Elements:

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

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

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.2 DS-1 Longhaul Mileage Rates

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

Minimum Monthly Revenue Commitment			\$250.00
	One Year	Two Year	Three Year
Installation (non-recurring)	\$500.00	\$500.00	\$500.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	\$0.099	\$0.096	\$0.091

3.6.2.2.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates will be grandfathered effective after December 12, 2001.

Minimum Monthly Revenue Commitment			\$250.00
	One Year	Two Year	Three Year
Installation (non-recurring)	\$500.00	\$500.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	\$0.080	\$0.075	\$0.070

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.2 DS-1 Longhaul Mileage Rates (Cont'd)

3.6.2.2.3 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates are available to customers who sign up for service on or after December 12, 2001.

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

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.2 DS-1 Longhaul Mileage Rates (Cont'd)

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

Minimum Monthly Revenue Commitment			\$250.00
	One Year	Two Year	Three Year
Installation (non-recurring)	N/A	\$500.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	N/A	\$0.075	\$0.070

3.6.2.2.4 Other non-recurring charges

Cancellation prior to install	\$100.00
Cancellation during install, prior to acceptance	\$300.00

3.6.2.3 DS-3 Longhaul Mileage Rates

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

Minimum Monthly Revenue Commitment			\$2,000.00
	One Year	Two Year	Three Year
Installation (non-recurring)	\$2,000.00	\$2,000.00	\$2,000.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	\$0.045	\$0.042	\$0.040

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.3 DS-3 Longhaul Mileage Rates (Cont'd)

3.6.2.3.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates will be grandfathered effective December 12, 2001.

Minimum Monthly Revenue Commitment			\$2,000.00
	One Year	Two Year	Three Year
Installation (non-recurring)	\$2,000.00	\$2,000.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	\$0.040	\$0.036	\$0.033

3.6.3.2.3 These rates are available to customers who sign up for service on or after December 12, 2001.

	One Year	Two Year	Three Year
Installation (non-recurring)	\$2,000.00	\$1,900.00	\$1,800.00

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.3 DS-3 Longhaul Mileage (Cont'd)

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

Minimum Monthly Revenue Commitment			\$2,000.00
	One Year	Two Year	Three Year
Installation (non-recurring)	N/A	\$2,000.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	N/A	\$0.036	\$0.033

3.6.2.3.5 Other non-recurring and monthly recurring charges

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.4 OC-3 Transport Rates

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

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

3.6.2.4.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates will be grandfathered effective December 12, 2001.

Minimum Monthly Revenue Commitment	ICB		
	One Year	Two Year	Three Year
Installation (non-recurring)	\$5,000.00	\$5,000.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.4 OC-3 Transport Rates (Cont'd)

3.6.2.4.2 Rates for On-Net Customers

Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates are available to customers who sign up for service on or after December 12, 2001.

	One Year	Two Year	Three Year
Installation (non-recurring)	\$5,000.00	\$4,750.00	\$4,500.00

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.4 OC-3 Transport Rates (Cont'd)

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

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

3.6.2.4.4 Other non-recurring and monthly recurring charges

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.5 OC-12 Transport Rates

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

	One Year	Two Year	Three Year
Installation (non-recurring)	\$10,000.00	\$9,500.00	\$9,000.00

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.6 InterLATA Private Line Service (Cont'd)

3.6.2 Rates and Charges: (Cont'd)

3.6.2.6 OC-48 Transport Rates

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

	One Year	Two Year	Three Year
Installation (non-recurring)	\$30,000.00	\$28,500.00	\$27,000.00

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.7 Dedicated Long Distance

3.7.1 General

Dedicated Long Distance provides Customer, where technically feasible, with a dedicated facility from the Customer premise to Company's interexchange point of presence. To be eligible for this product, Customer must agree to a minimum annual commitment level of at least \$3,600. Elements included in determining the annual commitment level are:

- Local Line monthly recurring charges, excluding taxes and surcharges;
- Local usage; Intrastate, interstate, and international long distance usage;
- International toll-free usage;
- Internet service,
- DSL services,
- CAP services,
- Conference calling services,
- Private line service

If the Customer terminates agreement before its expiration date, Customer is liable for any unfulfilled annual commitment amounts for each partial and entire year remaining in the contract term. The rates and charges described below do not include the applicable local loop charges.

3.7.2 Rates and Charges

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

Intrastate Long Distance Rate	\$0.068
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XO provides its Dedicated Long Distance service to end-users for their long distance service needs and thus should only be utilized by the end-user for their long distance traffic. Customers who elect to place local calls across such service (intentionally or unintentionally) will be billed at the applicable Dedicated Long Distance intrastate/intraLATA toll rate.

Local calls over Dedicated Long Distance Trunks	\$0.06
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 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.7 Dedicated Long Distance (Cont'd)

3.7.3 Special Features

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

	MRC	NRC
Verified Account Codes (1-100)	\$10.00	\$25.00
Verified Account Codes(per 100 after first 100)	\$10.00	\$25.00
Changes to Verified Account Codes, per change	N/A	\$10.00
Toll Free Number – per number	\$13.50	N/A
Toll Free Change Charge	\$0.00	\$35.00
Toll Free Number Directory Listing - Per Listing	\$10.00	\$35.00
Toll Free – Real Time ANI (Allows Customer to receive party's telephone number as a component of the call set-up.)	\$5.00	\$5.00
Toll Free – Digital Number Identification Service (Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the special toll free numbers to a different point of termination.)	\$0.00	\$450.00
Toll Free Area Code Restriction / Allowance (Allows Customer to specify areas from which toll calls can or cannot originate. Customer can block access by country, state, LATA or NPA.)	N/A	\$135.00
Toll Free – Overflow to Dedicated* (Allows Customer to control potential congestion of calls by sending overflow to a pre-determined dedicated access trunk. The dedicated long distance per minute rate above applies to these calls.)	N/A	\$50.00
Toll Free – Overflow to Switched* (Allows Customer to control potential congestion of calls by sending overflow to a pre-determined switched access trunk. The per minute rate for these calls is found in Section 2.0.1.1 of this Product Document.)	N/A	\$50.00
Payphone Blocking	\$5.00	\$135.00
Toll Free – Alternate Routing Disaster	\$35.00	\$95.00
Toll Free – Day of Year Routing	\$5.00	\$95.00
Toll Free – Expedite Charge	N/A	\$500.00
Toll Free – LATA Restriction / Allowance	\$0.00	\$135.00
Toll Free – Message Referral	\$0.00	\$0.00

* As of August 24, 2005, these features will no longer be available to current customers

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.7 Dedicated Long Distance (Cont'd)

3.7.3 Special Features (Cont'd)

	MRC	NRC
Toll Free – Additonal Listings	\$10.00	\$35.00
Toll Free – State Restriction / Allowance	\$0.00	\$135.00
Toll Free Feature Package (Includes: State Routing, LATA Routing, Area Code Routing, NPA/NXX, Percent Allocation, Time of Day Routing, Time of Week Routing and MRC)	\$35.00	\$35.00
Toll Free – NPA/NXX Restriction / Allowance	\$0.00	\$135.00
Toll Free Route Advanced Overflow	\$10.00	\$135.00

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.8 Customer Specific Pricing

At the option of the Company, service may be offered through a contract entered into on an individual case basis to meet specialized requirements of the Customer not contemplated in this Product Document. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for two months after the initial offering to the first contract Customer for any given set of terms. Unless otherwise specified, the regulations for such arrangements will be in addition to the regulations specified in the Company's applicable Product Document(s).

3.9 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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.10 XOption Service Offering

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

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

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

International Service: Customers choosing Option Numbers One (1) through Four (4) and Seven (7) through Eleven (11) and Sixteen (16) will be offered at rates set forth in the Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website. Customers choosing Option Numbers Five (5) Six (6), Twelve (12) and Thirteen through Fifteen (13-15) will be offered at rates set forth in the Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

*Effective November 24, 2008, this product will be available only to current customers at their current location.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.10 XOption Service Offering (Cont'd)

Term Discounts:

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

2 Years = 5% Discount

3 Years = 10% Discount

*Effective November 24, 2008, this product will be available only to current customers at their current location.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.11 Multiple Service Discount

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

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

If, for any reason, Customer's service is terminated prior to the end of Customer's term commitment, the Customer will be liable for all discounted amounts provided under this Service Discount Plan.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use (Cont'd)

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use (Cont'd)

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use (Cont'd)

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use (Cont'd)

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.12 Reserved for Future Use (Cont'd)

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.13 XO Gold and Platinum Services

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

3.13.1 Usage Rates

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

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

3.13.1.1 Standard Rates for Inbound and Outbound Services:

Effective December 3, 2001 new customers will get these rates.

	Rate Per MOU
Platinum Rate, Intrastate Long Distance	\$0.0693
Gold Rate, Intrastate Long Distance	\$0.105

Effective December 3, 2001 these rates will be grandfathered.

Platinum Rate,	\$0.085
Gold Rate,	\$0.140

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.13 Gold and Platinum Service (cont'd)

3.13.2 Access Lines

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

3.13.3 Payphone Surcharge

A payphone surcharge will be charged for all originating payphone traffic including local, toll-free switched and dedicated services traffic, and any 10-10-XXX-0-plus dial around service traffic.

Per Call	\$0.50
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3.13.4 Directory Assistance

Customer's placing a Directory Assistance call as Gold and Platinum Service Customers will be charged a rate of \$2.25 for each call.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.13 Gold and Platinum Service (cont'd)

3.13.5 Reserved for Future Use

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.13 Gold and Platinum Service (cont'd)

3.13.6 Account Codes

	MRC	NRC
Verified Account Codes (1-100)	\$10.00	\$25.00
Verified Account Codes (per 100 after first 100)	\$10.00	\$25.00

3.13.7 Discount Schedule to Gold/Platinum

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

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

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.14. Employee Long Distance

Effective May 1, 2001, for new service orders only, the Employee Services listed herein shall be replaced with the rates set forth in section 3.14.3. All existing employees on the plan will remain with the rates in section 3.14.2.1.

3.14.1. Definition

Employees of XO Communications Services, Inc. will be allowed to purchase long distance and toll free service from the company at a discounted rate. Employees are defined as regular, full-time and do not include part-time, temporary, or contractor. They must be employed by XO Communications Services, Inc. or any entity in which XO Communications, Inc. or its successor has a controlling interest. Employees are eligible to purchase XO long distance at a discount immediately upon their first day of employment. The employee discount on XO Communications Services, Inc. long distance and toll free service shall cease upon the employee's terminating their status as a full-time, regular employee.

3.14.2. Description Of Charges And Rate Components

XO Employee service is the same grade of service as provided to all other customers and the description of charges and rate components described in Section 3.1.-Message Toll Services - Description of Charges and Rate Components applies.

3.14.2.1 XO Communications Services, Inc. employees will be charged XO's Platinum base rate for month-to-month service as described in Section 3.13 herein. This rate is for the employee's primary residence only.

The XO employee will not be required to purchase XO's local service to qualify for the Platinum Month-to-Month Base Rate. No additional discounts shall apply.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.14. Employee Long Distance (Cont'd)

3.14.3 New Employee Rates

Effective August 1, 2001, all new orders for XO regular Full-Time and Part-Time employees who choose Company as their primary interexchange carrier will be provided with the following long distance and toll free rates. Employees are responsible for applicable taxes and surcharges.

IntraLATA Long Distance	\$0.06
InterLATA Long Distance	\$0.06

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.15 Account Codes

Effective February 12, 2004, this service may no longer be ordered. All existing customers on the plan will be grandfathered.

	MRC	NRC
Verified Account Codes (1-100)	\$10.00	\$25.00
Verified Account Codes (per 100 after first 100)	\$10.00	\$25.00

3.15.0 Long Distance Reports

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.15.1 XO Corporate Long Distance Plan

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

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

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

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

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

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.15.2 Administrative Service Charge

The Administrative Service Charge is being applied to help recover administration and system support costs associated with providing, maintaining, and ensuring quality of service. The Administrative Service Charge will be applied as follows:

	<u>Per Billing Invoice</u>
Monthly Recurring Charge	\$12.50

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

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

Category Two - Sections 3.16 thru 3.31

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.16 Miscellaneous Charges

3.16.1 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.

3.16.2 Restoral Charge

Restoral Charge	\$23.35
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 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.16 Miscellaneous Charges (Cont'd)

3.16.4 Pay Telephone Dial-Around Surcharge

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Pay Telephone Dial-Around Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Pay Telephone Dial-Around 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 Pay Telephone Dial-Around 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 Pay Telephone Dial-Around 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
Pay Telephone Dial-Around Surcharge	\$0.50

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.17 Uni-Rate Long Distance Service (ULD)

3.17.1 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 60 seconds.

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.

3.17.2 Rates and Charges

Uni-Rate, per minute	\$0.0900
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 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.18 Standard Calling Plan

Mileage	Peak	Off-Peak
0-10	\$0.2470	
11-22	\$0.2470	
23-55	\$0.2470	25% Discount
56-125	\$0.2470	off Peak Rate
126+	\$0.2470	

Peak: 7:00 am to but not including 7:00 pm Monday through Friday

Off-Peak: 7:00 pm to but not including 7:00 am Monday through Friday, all day Saturday, Sunday, and Holidays

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.19 Optional Unlimited Calling Plan¹

3.19.1 General Description

The Optional Unlimited Calling Plan service is applicable to outbound intrastate IntraLATA calls that terminate outside the local and Extended Area Service calling areas. A monthly recurring charge per line/trunk is assessed for this service. This charge is in addition to the applicable line/trunk charges as shown in the Local Exchange Telecommunications Services Product Document. This optional calling plan is only available with flat lines/trunks (not available with message lines/trunks or Business Plus lines). All lines on the account must subscribe to the plan and cannot be combined with other plans.

3.19.2 Rates and Charges

The charge per line will vary based on the customer's total number of lines and term commitment.

Term	Total # of Lines	Monthly Recurring Charge (per line/trunk)
Month-to-Month	0-50	\$29.00
	51-100	\$24.00
	101-1,000	\$19.00
	1,001-2,000	\$10.00
	2,000+	\$ 8.00
One Year	0-50	\$27.55
	51-100	\$22.80
	101-1,000	\$18.05
	1,001-2,000	\$ 9.50
	2,000+	\$ 7.60
Two Year	0-50	\$26.68
	51-100	\$22.08
	101-1,000	\$17.48
	1,001-2,000	\$ 9.20
	2,000+	\$ 7.36

¹This service is grandfathered to existing customers.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.20 Optional Unlimited Calling Plan II¹

3.20.1 General Description

The Optional Unlimited Calling Plan II service is available to outbound intrastate IntraLATA calls that terminate outside the local calling area. A monthly recurring charge per line/trunk is billed for this service, in addition to the applicable line/trunk charges as shown in the Local Exchange Telecommunications Services Product Document. The monthly rate includes an unlimited number of ECS and intraLATA calls. This optional calling plan is only available to Flat Service (not available to Message and Business Plus services). All lines on the account must subscribe to the plan and cannot be combined with other plans.

3.20.2 Rates and Charges

Per line	\$12.00
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¹This service is grandfathered to existing customers.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.21 Toll Free 8xx Service¹

3.21.1 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 State of Florida. 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.

3.21.2 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 60 seconds per call. A MATR of 30 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.

¹This service is grandfathered to existing customers.

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.21 Toll Free 8xx Service¹ (Cont'd)

3.21.3 Switched Toll Free 8XX

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

3.21.4 Dedicated Toll Free 8XX

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.

3.21.5 Rates and Charges

	Non-Recurring	Monthly Recurring
Shared Toll Free Line Charge (per 8XX number)	\$10.00	\$13.50
Switched Toll Free 8XX	Per Minute \$0.0900	
InterLATA Toll Free	Per Minute \$0.06	
IntraLATA Toll Free	Per Minute \$0.06	

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.22 Reserved for Future Use

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.23 Operator Assisted Calling Services

Operator assisted calling services are only available to presubscribed customers.

3.23.1 Application of Rates and Charges for Operator Services

The charge for Operator Service is in addition to the applicable direct dialed or operator assisted directory assistance service rates, long distance usage charges, 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.

Non-Aggregator Locations	Per Call
Third Number Billing	\$2.03
Collect Calling	\$2.03
Person-to-Person	\$2.70
Station-to-Station	\$2.03

Calls from aggregator locations, such as hotels or pay telephones will be rated as follows:

Per Call Service Charge	
Person to Person	\$3.25
All Other	\$1.75
No other surcharges will apply	
Rate Per Minute	\$0.30

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.24 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance call. The customer may make two (2) requests for a telephone number per call. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Per Directory Assistance Call:	\$2.25
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 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.25 Across America 1+ Plans

Telecom 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.

3.25.1 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 Product Document.

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0935	Month-to-Month	None

3.25.2 Small Business 7.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0935	Month-to-Month	\$5.00

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.25 Across America 1+ Plans

3.25.3 Business Value 6.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0935	One (1) Year	\$50.00

3.25.4 Business Saver 5.9 LD/TFS

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

Intrastate InterLATA Rate Per Minute	Term Minimum	Toll Usage Minimum
\$0.0935	One (1) Year	\$200.00

3.25.5 Across America 1+ Plans Toll Free Service

For toll Free Service (TFS), the following rates apply to all traffic originating and terminating within the state. The following service charges apply to TFS:

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

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)**3.26 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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.27 Switched Long Distance Product

3.27.1 The Switched Long Distance Product is a measured business switched direct dialed inbound and outbound communications service. The service is billed in six (6) second increments after an initial billing increment of sixty (60) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Product Document, the duration of each call for bill purposes will be rounded off to the nearest highest increment. Toll Free service (applicable MRCs can be found in Section 3.7.3), Operator Assistance and Directory Assistance services are available to customers subject to the provisions of this Product Document.

3.27.2 Rates and Charges

	Per Minutes of Use
IntraLATA	\$0.105*
Intrastate	\$0.105*

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

	Per Minutes of Use
IntraLATA	\$0.073
Intrastate	\$0.073

* Effective February 19, 2010, these rates will be available to current customers.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)**3.28 XO Florida Business Plan**

3.28.1 The XO Florida 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 3.7.3), Operator Assistance and Directory Assistance services are available to customers subject to the provisions of this Product Document.

3.28.2 Rates and Charges

Monthly Recurring Charge, per line \$20.00

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.29 XO Long Distance Business Plan

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

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

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.29 XO Long Distance Business Plan (Cont'd)

3.29.2 Rates and Charges:

3.29.2.1 IntraLATA/InterLATA

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

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

XO LD Business Plan 40,000	\$1,000.00	\$0.026
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* As of April 1, 2008, these plans will be available to current customers only.

 FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS AND RATES (Cont'd)

3.30 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 Product Document.

InterLATA Intrastate, Per Minute \$0.0704

3.31 Administrative Service Charge

The Administrative Service Charge is being applied to help recover administration and system support costs associated with providing, maintaining, and ensuring quality of service. The Administrative Service Charge will be applied as follows:

Monthly Recurring Charge	<u>Per Billing Invoice</u> \$12.50
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FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

4. SPECIAL CONSTRUCTION

4.1 General

Subject to the agreement of the Company and to all of the regulations contained in this Product Document, 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 Product Documents.

4.1.2 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.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

4. SPECIAL CONSTRUCTION (Cont'd)

4.2 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. Product Document preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

4. SPECIAL CONSTRUCTION (Cont'd)

4.3 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) Product Document 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.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

4. SPECIAL CONSTRUCTION (Cont'd)

4.3 Termination Liability (Cont'd)

- c. Calculating Termination Charges – Termination charges shall be computed in accordance with Product Documented 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.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

5. INDIVIDUAL ARRANGEMENTS

5.1 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.

5.2 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 Product Document. Rates quoted in response to such competitive requests may be different than those specified for such services in this Product Document. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

6. PROMOTIONAL OFFERINGS

The Company may, from time to time, engage in special promotional service offerings designed to attract new customers or to increase existing Customers' awareness of a particular Product Document offering. These offerings may be limited to certain dates, times, and/or locations.

FLORIDA INTEREXCHANGE SERVICES PRODUCT DOCUMENT

6. PROMOTIONAL OFFERINGS (Cont'd)

6.1 Keeping the Momentum Promotion

6.1.1 New Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion, who sign one, two or three year terms for Company's Integrated Access, ISDN PRI or any XOption product or one or more T-1 lines for local service on or before January 31, 2002 will receive free installation and one free month of service for each year of their term. The free month will be the 13th, 25th and 37th months of Customer's contract.

6.1.2 Free installation is for standard installations only. The free month is defined as the applicable monthly recurring charge (MRC) for the product chosen by the new Customer. This promotion does not apply to Multiple Service Discount Customers.

6.2 Go the Distance with XO Promotion

The Go the Distance with XO Promotion offers special pricing for XO long distance service to existing XO Customers who add XO long distance service to their existing service location or to a new service location.

This promotion is available to Customers receiving XO-provided interstate and international long distance service under either XO's Go the Distance with XO or Go the Distance with XO Plus promotions, which are listed on XO's website, www.xo.com.

Under this promotion, Customers will receive a 30% discount off the intrastate inbound and outbound long distance rates listed in Section 4.13 of this Product Document.

With the exception of XO's interstate Go the Distance with XO or Go the Distance with XO Plus promotions discussed above, this promotion cannot be combined with any other special offer, discount or promotion, and may not be used with any individual case basis offering or existing long distance service. This promotion will be available until December 31, 2003, unless sooner canceled, withdrawn, modified or extended.

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6. PROMOTIONAL OFFERINGS (Cont'd)

6.3 XOptions Long Distance Overage Promotion

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

All other terms and conditions of the applicable Services apply. This promotion may be used in conjunction with the following promotions: XOptions Simplification Promotion, XOptions #7 Promotion and XOptions #16 Promotion. The discount found in the XOptions Simplification Promotion does not apply to the usage charges as described above. This promotion will expire on December 31, 2004, unless sooner modified or withdrawn.

6.4 Small Business Services 2011 Promotion

Beginning June 1, 2011 and ending June 15, 2011, existing Small Business Service customers will receive the following promotion offer for a period of 12 months. Customers receiving this promotion will not be subject to increases in the Administrative Service Charge. This promotion will continue while the customer maintains its current account at its current level of service and ends September 30, 2011. This promotion is not transferable or assignable.

6.5 Small Business Services Administrative Service Charge Promotion

Beginning October 1, 2011 and October 15, 2011, XO will offer to its Small Business Services customers a discounted Administrative Service Charge rate of \$7.50 per month. This discounted rate will be offered to these customers until May 31, 2012. At the expiration of this promotion, these customers will receive Administration Service Charge at an undiscounted rate. This promotion will continue while the customer maintains its current account at its current level of service. This promotion is not transferable or assignable.