

**XO Communications Services, LLC**

New York PSC – Tariff No. 1 – Telephone

Effective Date: November 30, 2020

Leaf 1

Revision: 4

Superseding Revision: 3

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**MESSAGE TOLL SERVICE TARIFF**

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Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

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(N)  
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(N)

**This tariff, New York PSC – Tariff No. 1, submitted on behalf of XO Communications Services, LLC, supersedes in its entirety New York PSC – Tariff No. 1, submitted on behalf of XO Communications Services, Inc.**

**XO Communications Services, LLC**

Regulations and Schedule of Charges for

Interexchange Services

Within the State Of New York

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate message toll services by XO Communications Services, LLC (hereinafter the “Company”) from its operating locations throughout the state of New York. Service is furnished by means of wire, terrestrial microwave radio, optical fibers, satellite circuits or a combination thereof. Service is subject to transmission, atmospheric conditions and like conditions.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

- (C) - To signify changed conditions or regulation.
- (D) - To signify discontinued rate, regulation or condition.
- (I) - To signify increase.
- (K) - To signify that material has been transferred to another sheet or place in the tariff.
- (M) - To signify that material has been transferred from another sheet or place in the tariff.
- (N) - To signify a new rate, regulation, condition or sheet.
- (O) - To signify no change.
- (R) - To signify reduction.
- (T) - To signify a change in text for clarification.



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(N)

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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.

Call Rounding: The price for each call will be rounded to the next highest penny

Company: XO Communications Services, LLC, the issuer of this tariff, which is a Delaware limited liability company, or any of its affiliates which concur in this tariff.

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.

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

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.

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1. DEFINITIONS (Cont'd)

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.

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.

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

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 tariff.

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.

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

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 tariff. The rates specified in this tariff 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 tariff, regardless of whether such person or entity is so authorized by the Customer.

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(N)  
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(N)**2. GENERAL REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein and assumes no responsibility for any service provided by any other entity.

**2.1.2 Shortage of Equipment or Facilities**

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

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

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

**2.1.3 Terms and Conditions**

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

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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 tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. Customer agrees to cooperate with Company to accomplish service activation by providing Company access to Customer's premises and facilitating testing and other service delivery requirements. Service activation shall commence when Company equipment has been installed and dial tone has been made available to Customer.

2.1.3.3 The term is set forth in each Service Order and shall commence on the service activation date. Either party will be required to provide at least 45 days written notice for Customers under contract at the time of notification, and on not less than 30 days for Customers month-to month at the time of notification. Company will notify Customer, in writing, at least forty-five (45) days and not more than sixty (60) days prior to the expiration of the agreement, regarding the pending expiration of the agreement and the automatic renewal provision of the agreement. If the Customer does not renew the agreement before expiration, Company will automatically renew the agreement for a similar term and pursuant to the tariffed rates then in effect. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff 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 tariff, 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.

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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)

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

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

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

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.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

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

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 lesser of \$500 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the period of time in which the service is effected. 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 reliance, 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.

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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)

2.1.4.2 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.

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.

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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)

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

2.1.4.6 The Customer shall indemnify, defend, and hold the Company harmless from any and all losses, 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.

2.1.4.7 The Company is not liable for any defacement of, or damage to, Customer premises (or an authorized or joint user's premises) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is the result of gross negligence or willful misconduct of the Company, its agents or employees.



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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)

2.1.4.8 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 tariff, including, but not limited to: 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 tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage, liability, demand, action, cost 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.

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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)

2.1.4.10 The Company shall be indemnified, defended, and held harmless by the End User against any claim, loss, damage, liability, demand, action, cost or expense (including reasonable attorney's fees) arising from the End User's use of services offered under this tariff including, but not limited to: 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 tariff.

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, defend, and hold the Company harmless from any and all losses, 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.

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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)

2.1.4.12 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.

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 REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. NO DEFECT, UNFITNESS, OR OTHER CONDITION OF SYSTEM EQUIPMENT OR SERVICES SHALL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY AND CHARGES HEREUNDER OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company, to the extent practicable, 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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

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

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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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

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

2.1.7 Special Construction

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

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

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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.

2.1.7.1 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Automatic Number Identification

2.1.9.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.



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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Automatic Number Identification (Cont'd)

2.1.9.1 Regulations (Cont'd)

- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violation in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.1.9.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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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 tariff, and shall not affect the Customer's responsibility for all payments required under this tariff.

Dedicated long distance is to be used for long distance service only. Customers of dedicated long distance service, who elect to place local calls across such service, either intentionally or unintentionally, will be billed at the applicable dedicated long distance intrastate rate per minute and the associated charges will not be included toward any Customer long distance commitment level.

(N)  
|  
(N)

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

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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;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes;
- (h) posting any stickers, tent cards, or other similar labels with the Company's consumer information. Failure to do so may result in termination of service.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

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

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

2.4.4 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.



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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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.

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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 tariff attributable to services established, provided, or discontinued.

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

2.5.2.2 The Company shall present monthly invoices to the Customer for Recurring Charges in advance of and usage charges in arrears of the month in which service is provided. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.

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

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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

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

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, a charge of 1.5% per month on the outstanding amount due will be applied to the Customer's bill for late payments.

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

To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. No interest shall be paid on the deposit, unless otherwise agreed by the Company or required by law. A deposit may be required in addition to an advance payment.

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.

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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 tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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;

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2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (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 tariffed charges for the service by:
  - (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
  - (2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (3) any other fraudulent means or devices;
- (g) the Customer owes any sum thirty (30) days past due;
- (h) within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected.

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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.

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2. GENERAL REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

When the use of service of facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

2.6.1 Credit for Interruptions

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

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.



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

Interruptions of 24 hours or Less.

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

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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)

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

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 tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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2. GENERAL REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

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

2.7 Cancellation of Service

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

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2. GENERAL REGULATIONS (Cont'd)

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

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

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Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

(N)  
|  
(N)**3. SERVICE AND RATE DESCRIPTIONS**

The following sections will apply to customers who are served by a Central Office where the former XO New York, Inc. has facilities and to existing Customers of XO New York, Inc. as of February 19, 2005.

**Category One - Sections 3.1, 3.2, 3.4 through 3.12.1****3.1 Reserved for Future Use**

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.3 Operator Assistance / Directory Assistance

3.3.1 Operator Assisted Surcharges for the State of New York

The following surcharges will be applied on a per call basis for calls originating in the State of New York:

Third Number Billing	\$0 - \$10.00
Collect Calling	\$0 - \$10.00
Person to Person	\$0 - \$10.00
Station to Station	\$0 - \$10.00

Actual rates will not exceed the highest rates authorized by the Commission for use by a local exchange telephone corporation or a dominant interexchange corporation for similar kinds of calls.

3.3.2 Usage Rates for Operator Completed Calls

The following rate applies on a per minute basis to calls completed by an operator. The per minute charge begins once the operator has connected the call. Calls are billed in six (6) second increments after an initial increment 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.

Per minute of use	\$0 - \$10.00
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.3 Operator Assistance / Directory Assistance (Cont'd)

3.3.3 Directory Assistance:

Directory Assistance service provides a Customer with requested telephone numbers and/or addresses within the state. Customers can reach a Directory Assistance Operator by dialing 411 or (NPA) 555-1212. The Directory Assistance Operator will furnish up to three items per call or will let the Customer know if the requested information cannot be found. Customers will be charged for calls placed to Directory Assistance even when the requested information cannot be found.

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

Per Call  
\$0.00-\$10.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.3 Operator Assistance / Directory Assistance (Cont'd)

3.3.3 Directory Assistance: (Cont'd.)

3.3.3.2 Call Completion Feature

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

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

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



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.3 Operator Assistance / Directory Assistance (Cont'd)

3.3.3 Directory Assistance: (Cont'd)

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video. DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of up to 28 DS-1 channels or 672 voice, analog data, digital data channels. The facilities to the customer premises may be entirely on or off net, or a combination thereof. Customers may commit to one, two, or three year terms. If Customer terminates service before the term commitment expires, Customer is responsible for the full payment of the greater of the minimum monthly revenue commitment or the monthly recurring charges times the number of months remaining in the contract. The pricing outlined below does not include the applicable special access charges, found in the Local Exchanges Services Tariff, as Section 4.1.6.

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.1 DS-1 Transport Rates

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

Minimum Monthly Revenue Commitment      0-\$250.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$500.00	0-\$500.00	0-\$500.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	0-\$5.00	0-\$5.00	0-\$5.00

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

Minimum Monthly Revenue Commitment      0-\$250.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$500.00	0-\$500.00	0-\$0.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	0-\$5.00	0-\$5.00	0-\$5.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.1 DS-1 Transport Rates (Cont'd)

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

Minimum Monthly Revenue Commitment 0-\$250.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	Not Available	0-\$500.00	0-\$500.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	Not Available	0-\$5.00	0-\$5.00

3.4.1.4 Other non-recurring charges

Non-recurring charges

Cancellation prior to install	0-\$100.00
Cancellation during install, prior to acceptance	0-\$300.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.2 DS-3 Transport Rates

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

Minimum Monthly Revenue Commitment    0-\$2,000.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$2,000.00	0-\$2,000.00	0-\$2,000.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	0-\$5.00	0-\$5.00	0-\$5.00

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

Minimum Monthly Revenue Commitment    0-\$2,000.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$2,000.00	0-\$2,000.00	0-\$0.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	0-\$5.00	0-\$5.00	0-\$5.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.2 DS-3 Transport Rates (Cont'd)

3.4.2.3 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 0-\$2,000.00

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	Not Available	0-\$2,000.00	0-\$2,000.00
Channel Mileage -			
Monthly Recurring			
Charge Per DS0 Mile	Not Available	0-\$5.00	0-\$5.00

3.4.2.4 Other non-recurring and monthly recurring charges

Non-recurring charges

Cancellation prior to install	0-\$100.00
Cancellation during install, prior to acceptance	0-\$300.00

Monthly Recurring Charge

3-1 Mux	0-\$500.00
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.3 OC-3 Transport Rates

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

Minimum Monthly Revenue Commitment: ICB

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$5,000.00	0-\$5,000.00	0-\$5,000.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

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

Minimum Monthly Revenue Commitment ICB

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$5,000.00	0-\$5,000.00	0-\$00.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.3 OC-3 Transport Rates (Cont'd)

3.4.3.3 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

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	Not Available	0-\$5,000.00	0-\$5,000.00
Channel Mileage –			
Monthly Recurring			
Charge Per DS0 Mile	Not Available	ICB	ICB

3.4.3.4 Other non-recurring and monthly recurring charges

Non-recurring charges

Cancellation prior to install	0-\$150.00
Cancellation during install, prior to acceptance	0-\$600.00



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.4 OC-12 Transport Rates

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

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Installation (non-recurring)	0-\$10,000.00	0-\$9,500.00	0-\$9,000.00

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

Monthly Revenue	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
\$0 – \$100,000	0-\$5.00	0-\$5.00	0-\$5.00
\$100,001 – \$300,000	0-\$5.00	0-\$5.00	0-\$5.00
\$300,001 – \$1,000,000	0-\$5.00	0-\$5.00	0-\$5.00
\$1,000,001 – \$2,000,000	0-\$5.00	0-\$5.00	0-\$5.00
\$2,000,001 +	0-\$5.00	0-\$5.00	0-\$5.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.5 OC-48 Transport Rates

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

	<u>One Year</u> <u>Term</u>	<u>Two Year</u> <u>Term</u>	<u>Three Year</u> <u>Term</u>
Installation (non-recurring)	0-\$30,000.00	0-\$28,500.00	0-\$27,000.00

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

Monthly Revenue	<u>One Year</u> <u>Term</u>	<u>Two Year</u> <u>Term</u>	<u>Three Year</u> <u>Term</u>
\$0 – \$100,000	0-\$5.00	0-\$5.00	0-\$5.00
\$100,001 – \$300,000	0-\$5.00	0-\$5.00	0-\$5.00
\$300,001 – \$1,000,000	0-\$5.00	0-\$5.00	0-\$5.00
\$1,000,001 – \$2,000,000	0-\$5.00	0-\$5.00	0-\$5.00
\$2,000,001 +	0-\$5.00	0-\$5.00	0-\$5.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.6 XOPTION Service Offering

The XOption Service Offering\* is a bundled offering for Business customers who purchase, at the same customer location, local exchange, inbound and outbound domestic long distance and DSL or Dedicated Internet Services from the Company. This service is subject to the availability of facilities and only offered where technically feasible.

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

Pursuant to the XOption Service Offering set forth in Section 4.1.8 of XO Communications Services, LLC Local Exchange Tariff, the Customer will receive a specified amount of monthly minutes of use for local exchange service and inbound and outbound domestic long distance service, depending on the option selected. Toll free calls that terminate on XO facilities are included in the plan. Calls to off-net toll free numbers will be charged separately and billed at the switched toll-free per minute rate. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOptions 1-16 shall be billed in six (6) second increments after an initial increment of sixty (60) seconds at a rate of \$0.05 per minute of use. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOption "M" shall be billed in six (6) second increments after an initial increment of sixty (60) seconds at a rate of \$0.06 per minute of use. Additional interstate domestic long distance usage above the specified amount for all XOptions will be billed pursuant to the Terms and Conditions governing interstate long distance traffic found on Company's website. Unused domestic long distance minutes may not be carried over to the subsequent months or transferred to other users.

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

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

\*Effective December 6, 2008, this product will only be available to current customers at their current location.

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.6 XOPTION Service Offering (Cont'd)

3.6.1 Term Discounts:

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Multiple Service Discount

Multiple Service #2 is available to current or new XO Business Customers meeting the criteria listed below. Customer will receive a 15% discount off the combined total amount of the Monthly Recurring and Usage charges for their XO local exchange, local calling features, IntraLATA, InterLATA, 800 toll service, Shared Web Hosting, and DSL or Dedicated Internet Access Service. Sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges are not included. Service is subject to the availability of facilities and offered only where technically feasible. This 15% discount is applied in addition to any term discount offered on the individual service components listed below. The following are not eligible with the Multiple Service Discount: Xoption Offering; Integrated Access Offering; XO Dedicated Long Distance; other promotions; Individual Case Basis (ICB) contracts, or any off tariff pricing. To be eligible, Customers must meet the following criteria:

- 3.7.1 Customers must subscribe to XO local exchange, and long ("Voice Service"). The Local Exchange Voice service requirement is a minimum of 48 lines or trunks (or 2 T-1 equivalents) but no more than 144 lines or trunks (or 6 T-1 equivalents).
- 3.7.2 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;
- 3.7.3 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;
- 3.7.4 Current Customers' XO account must be current as of the date of Installation and no outstanding balance past due; and

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



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.8 Satisfaction Guarantee

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

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

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.8 Satisfaction Guarantee (Cont'd)

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

This offering is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom XO performed Special Construction or Special Configurations. Special Construction is defined in Section 2.1.7 of this tariff. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design.

3.9 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.9 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.9 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.9 Reserved for Future Use

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.10 InterLATA Network Access

3.10.1 Description of Service

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

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

3.10.2 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.

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.10 InterLATA Network Access (Cont'd)

3.10.2.1 Rate Elements:

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

Channel Termination

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

Network Access Mileage

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

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



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.10 InterLATA Network Access (Cont'd)

3.10.2.2 Rate Application

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

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

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3. **SERVICE AND RATE DESCRIPTIONS** (Cont'd)

3.10 **InterLATA Network Access** (Cont'd)

3.10.2.2 **Rate Application** (Cont'd)

On-Net- DS1

Term	Channel Termination		Network Access Mileage Charge	
	MRC	NRC-Installation	Fixed	Variable
1yr	\$133.67	\$275.00	N/A	N/A
2yr	120.30	247.50	N/A	N/A
3yr	106.94	220.00	N/A	N/A

Off-Net- DS1

1yr	\$300.76	\$275.00	\$50.00	\$24.88
2 yr	270.68	247.50	45.00	22.39
3 yr	240.61	220.00	40.00	19.90

On-Net- DS3

Term	Channel Termination		Network Access Mileage Charge	
	MRC	NRC-Installation	Fixed	Variable
1yr	\$1,848.00	\$1,000.00	N/A	N/A
2yr	1,755.60	1,000.00	N/A	N/A
3yr	1,663.20	1,000.00	N/A	N/A

Off-Net-DS3

Term	Channel Termination		Network Access Mileage Charge	
	MRC	NRC-Installation	Fixed	Variable
1yr	\$4,158.00	\$1,000.00	\$825.00	\$170.53
2yr	3,950.10	1,000.00	783.75	162.01
3yr	3,742.20	1,000.00	742.50	153.48

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service

3.11.1 Description of Service

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

3.11.2 Rates and Charges:

3.11.2. Rate Elements:

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

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

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

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

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3. **SERVICE AND RATE DESCRIPTIONS** (Cont'd)

3.11 **InterLATA Private Line Service** (Cont'd)

3.11.3 **DS-1 Longhaul Mileage Rates:**

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

Minimum Monthly Revenue Commitment \$250.00

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

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

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

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

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

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

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

- d) Other non-recurring charges

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

3.11.4 DS-3 Longhaul Mileage Rates:

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

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

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

Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	\$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	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
\$0 – \$100,000	\$ .0144	\$ .01368	\$ .01296
\$100,001 – \$300,000	\$ .01428	\$ .013566	\$ .012852
\$300,001 – \$1,000,000	\$ .01416	\$ .013452	\$ .012744
\$1,000,001 – \$2,000,000	\$ .01404	\$ .013338	\$ .012636
\$2,000,001 +	\$ .01392	\$ .013224	\$ .012528

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

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

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

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

- d) Other non-recurring and monthly recurring charges

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



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

3.11.5 OC-3 Transport Rates

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

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

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

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

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11 InterLATA Private Line Service (Cont'd)

3.11.5 OC-3 Transport Rates (Cont'd)

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

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

- d) Other non-recurring and monthly recurring charges

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

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**3. SERVICE AND RATE DESCRIPTIONS (Cont'd)**

**3.11 InterLATA Private Line Service (Cont'd)**

**3.11.6 OC-12 Transport Rates**

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

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

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

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

**3.11.7 OC-48 Transport Rates**

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

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

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

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.12 Property Tax Recovery Charge

All intrastate services will be subject to a monthly Property Tax Recovery (PTR) charge of 0%-10%. 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.

3.12.0 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	\$0.00-\$20.00
CSV/CD of CDR	\$0.00-\$50.00

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### 3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

#### 3.12.1 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 tariff. Switched usage will be charged at the per minute rate described in this tariff's Switched Long Distance Product.

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

For Customers subscribed to the \$10,000 commitment level, toll free usage cannot exceed 60percent of customer's total long distance usage.

Plan Name	LD Monthly Commitment	Dedicated Intrastate Rate Per Minute Minimum - Maximum (1+ & toll free)
XO Freedom Plan	\$ 275	\$0.00 - \$0.06
XO Capital Plan	\$ 720	\$0.00 - \$0.06
XO Advantage Plan	\$ 1,080	\$0.00 - \$0.06
XO Elite Plan	\$ 1,360	\$0.00 - \$0.06
XO Professional LD Plan	\$ 1,800	\$0.00 - \$0.06
XO National LD Plan	\$ 4,000	\$0.00 - \$0.06
XO Executive LD Plan	\$ 7,000	\$0.00 - \$0.06
XO Premiere LD Plan	\$10,000	\$0.00 - \$0.06
XO Premiere Plus Plan	\$15,000	\$0.00 - \$0.06

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**3. SERVICE AND RATE DESCRIPTIONS (Cont'd)**

3.12.2 Service Extension Charge

A Service Extension Charge will be assessed when a customer requests and XO agrees to provide services at a location beyond XO's demarcation point. This non-recurring charge will be applied to the first and each additional circuit as outlined below:

Type of Circuit	NON-RECURRING CHARGES	
	First Circuit	Each Additional Circuit
Less Than or Equal to a DS1 (1.544 Mbps)	\$0.00-\$ 812.50	\$0.00-\$ 200.00
More Than a DS1 (1.544 Mbps) and Less Than or Equal to a DS3 (44.736 Mbps)	\$0.00-\$1,375.00	\$0.00-\$1,375.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

The following sections will apply to customers who are served by a Central Office where the former Allegiance Telecom of New York, Inc. has facilities and to existing Customers of XO Communications Services, Inc. as of February 19, 2005.

**Category Two - Sections 3.13 thru 3.24**

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3.13 IntraLATA Toll Service

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

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

3.13.1 Classes of Calls

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

3.13.1.1 Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.13 IntraLATA Toll Service (Cont'd.)

3.13.2 Timing of Calls

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

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

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

Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

Calls originating in one time period as defined in Section 3.13.3 and terminating in another will be billed the rates in effect at the beginning of each minute.



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.13 IntraLATA Toll Service (Cont'd.)

3.13.3 Time Periods Defined

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

<u>Rates</u>	<u>From</u>	<u>Up to But Not Including</u>	<u>Days Applicable</u>	<u>Discount</u> <sup>1</sup> <u>Applicable</u>	<u>Discount</u> <sup>1</sup> <u>Applicable</u>
Day:	8:00 A.M.	9:00 P.M.	Mon. – Fri.	0%	0%
Evening:	9:00 P.M.	11:00 P.M.	Mon. – Fri.	40%	45%
	5:00 P.M.	11:00 P.M.	Sunday	40%	45%
Night:	All other days, times and holidays.			65%	45%
	11:00 P.M.	8:00 A.M.	All days	65%	45%
	8:00 A.M.	11:00 P.M.	Saturday	65%	45%
	8:00 A.M.	5:00 P.M.	Sunday	65%	45%

Discounts shown above apply to usage rates for local and intraLATA calls only.<sup>1</sup>

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

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.13 IntraLATA Toll Service (Cont'd.)

3.13.4 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

A. Originating Rate Center

A Customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that Customer's account shall be the location of the Customer's rate center.

B. Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

C. Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.13 IntraLATA Toll Service (Cont'd.)

3.13.4 Regulations and Computation of Mileage, (Cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

1. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step b., above.
4. Add the square of the "V" difference and the "H" difference obtained in step c., above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.14 UNI-Rate Long Distance Service (ULD)

3.14.1 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 county from which the call is placed. ULD calls will be billed in six (6) second increments with an initial billing period of sixty (60) seconds.

3.14.2 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:

A. 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.

B. 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.

3.14.3 Rates and Charges

	<u>Per Minute</u>	
	Min	Max
Switched ULD	\$0.00	\$0.1035
Dedicated ULD	\$0.00	\$0.0895

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**3. SERVICE AND RATE DESCRIPTIONS (Cont'd)**

**3.15 Across America 1+ Plans**

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

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charge, per toll-free number	\$2.50	\$25.00
Non-Recurring Charge, per toll-free number	\$5.00	\$50.00

**3.15.1 9.9 LD/TFS**

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

<b>Intrastate InterLATA Rate Per</b>		<b>Term Minimum</b>	<b>Toll Usage Minimum</b>
<b>Minute</b>			
Minimum	Maximum		
\$0.0200	\$0.4000	Month-to-Month	None

**3.15.2 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 XO as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

<b>Intrastate InterLATA Rate Per</b>		<b>Term Minimum</b>	<b>Toll Usage Minimum</b>
<b>Minute</b>			
Minimum	Maximum		
\$0.0200	\$0.4000	Month-to-Month	\$5.00

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3. **SERVICE AND RATE DESCRIPTIONS** (Cont'd)

3.15 Across America 1+ Plans, (Cont'd.)

3.15.3 **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 XO as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

<b>Intrastate InterLATA Rate Per</b>		<b>Term Minimum</b>	<b>Toll Usage Minimum</b>
<b>Minute</b>			
Minimum	Maximum		
\$0.0200	\$0.4000	One (1) Year	\$50.00

3.15.4 **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 XO as their interexchange carrier for both IntraLATA and InterLATA traffic. 1+ IntraLATA usage will be billed at the rates and terms as specified within this tariff.

<b>Intrastate InterLATA Rate Per</b>		<b>Term Minimum</b>	<b>Toll Usage Minimum</b>
<b>Minute</b>			
Minimum	Maximum		
\$0.0200	\$0.4000	One (1) Year	\$200.00

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.16 TOLL FREE 800/888/877 SERVICE

Description – 800/888/877 Service provides the Customer with a telephone number within the 800/888/877 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 New York. All charges for incoming 800/888/877 calls are billed to the Customer. 800/888/877 Service calls may be received over:

Company-Provided Exchange Access Services - The Customer must designate one Exchange Access Service, or channels on a Digital Trunk, for use in conjunction with the Company's 800/888/877 Service, prior to commencement of service. Service provided in this manner is Dedicated 800/888/877; or

Exchange Access Lines – Exchange Access Lines are provided to the Customer by another certificated local exchange carrier, and must be pre-subscribed by the Customer to the Company's Switched 800/888/877 Service.

3.16.1 General – The 800/888/877 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. 800/888/877 Service calls are billed in six (6) second increments, with an initial billing period of sixty (60) seconds per call. An MATR of sixty (60) second increments after an initial increment of sixty (60) seconds per call applies during the billing period, which if adjusted, will be billed as a nonrecurring charge. In addition, there is a nonrecurring and monthly recurring 800/888/877 service number charge, which will be applied either on a "per 800/888/877 number" basis for shared access or on a "per routing arrangement" basis for dedicated access. Two types of 800/888/877 Service are offered by the Company.

3.16.2 Switched 800/888/877 calls are originated via shared-use facilities and are terminated via the Customer's LEC-provided local exchange access line.

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.16 TOLL FREE 800/888/877 SERVICE (Cont'd.)

3.16.3 Dedicated 800/888/877 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.

3.16.4 Rates and Charges – 800/888/877 calls are billed in six (6) second increments with an initial billing period of sixty (60) seconds.

	<u>Per Minute</u>			
	<u>Min</u>	<u>Max</u>		
a. Dedicated 800/888/877	\$0.00	\$0.0895		
b. Switched 800/888/877	\$0.00	\$0.1035		
	<u>Nonrecurring</u>		<u>Monthly</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Switched charge per 800/888/877 number	\$0.00	\$10.00	\$0.00	\$ 5.00
Dedicated charge per routing arrangement	\$0.00	\$40.00	\$0.00	\$50.00



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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.17 RESERVED FOR FUTURE USE

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.18 SWITCHED LONG DISTANCE PRODUCT

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

3.18.2 Rates and Charges

	<u>Per Minutes of Use</u>	
	<u>Minimum</u>	<u>Maximum</u>
InterLATA	\$0.049	\$0.196
IntraLATA	\$0.049	\$0.196

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.19 XO UNLIMITED BUSINESS PLAN

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

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

3.19.2 Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charge, per line	\$10.00	\$40.00

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#### 3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

##### 3.20 XO LONG DISTANCE BUSINESS PLAN

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

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 (6) 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 tariff.

##### 3.20.2 Rates and Charges:

###### A. IntraLATA/Interstate

<u>Long Distance Packages</u>	<u>Min. Monthly Recurring</u>	<u>Max. Monthly Recurring</u>	<u>Min. Overage Rate Per Minute</u>	<u>Max. Overage Rate Per Minute</u>
XO LD Business Plan	\$0.00	\$0.00	\$0.0295	\$0.118
XO LD Business Plan 200	\$3.75	\$15.00	\$0.0225	\$0.090
XO LD Business Plan 500	\$8.75	\$35.00	\$0.0215	\$0.086
XO LD Business Plan 1500	\$22.50	\$90.00	\$0.0205	\$0.082
XO LD Business Plan 2500	\$34.38	\$137.50	\$0.0175	\$0.070
XO LD Business Plan 5000	\$68.75	\$275.00	\$0.0340	\$0.068
XO LD Business Plan 7500	\$103.13	\$412.50	\$0.0170	\$0.066
XO LD Business Plan 10,000	\$137.50	\$550.00	\$0.0160	\$0.064
XO LD Business Plan 15,000	\$206.00	\$824.00	\$0.0155	\$0.062
XO LD Business Plan 20,000	\$275.00	\$1,100.00	\$0.0150	\$0.060
XO LD Business Plan 25,000	\$312.50	\$1,250.00	\$0.0145	\$0.058
XO LD Business Plan 30,000	\$375.00	\$1,500.00	\$0.0140	\$0.056
XO LD Business Plan 35,000	\$437.50	\$1,750.00	\$0.0135	\$0.054
XO LD Business Plan 40,000	\$500.00	\$2,000.00	\$0.0125	\$0.050
XO LD Business Plan 60,000	\$600.00	\$2,400.00	\$0.0125	\$0.050
XO LD Business Plan 80,000	\$780.00	\$3,120.00	\$0.0095	\$0.038

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.21 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	\$0.00-\$20.00
CSV/CD of CDR	\$0.00-\$50.00

3.22 TRUE SAVINGS LONG DISTANCE RATE PLAN

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

	Minimum	Maximum
InterLATA Intrastate, Per Minute	\$0.0000	\$0.2500

3.23 SERVICE EXTENSION CHARGE

A Service Extension Charge will be assessed when a customer requests and XO agrees to provide services at a location beyond XO's demarcation point. This non-recurring charge will be applied to the first and each additional circuit as outlined below:

<b>Type of Circuit</b>	<b>NON-RECURRING CHARGES</b>	
	<b>First Circuit</b>	<b>Each Additional Circuit</b>
Less Than or Equal to a DS1 (1.544 Mbps)	\$0.00-\$ 812.50	\$0.00-\$ 200.00
More Than a DS1 (1.544 Mbps) and Less Than or Equal to a DS3 (44.736 Mbps)	\$0.00-\$1,375.00	\$0.00-\$1,375.00

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MESSAGE TOLL SERVICE TARIFF

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.24 UNITY LD PLAN

Unity LD Plan is a measured business direct-dialed long distance calling plan available with both dedicated and/or switched calling. The plan includes outbound and inbound intraLATA and interLATA calling.

Operator Assistance and Directory Assistance services are available to customers subject to the provisions of this tariff, but are not included as part of this offering.

3.24.1 Rates and Charges

A. Rates

Calls are billed in six second increments. The duration of each call for billing purposes will be rounded up to the next highest increment. Fractional cents will be rounded up to the next highest cent. The rates shown below are the per-minute rates for interexchange calls which originate and terminate within the state.

Dedicated	\$0.015 per minute
Switched	\$0.069 per minute

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MESSAGE TOLL SERVICE TARIFF

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**Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

**Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

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(N)

4. 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 tariff. 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 tariff(s).

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**Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

**Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

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(N)

5. GRANDFATHERED SERVICES

- 5.1 Intrastate Message Toll Service - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

Message Toll Service (MTS) is a direct dialed communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate and terminate intrastate MTS from locations served by the Company within the state of New York. 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 tariff.

For the purposes of this Section 3.1, 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.



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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

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 New York. Gold and Platinum Services include 1+ Outbound and Inbound Service, Operator Assistance, Toll Free Service and Directory Assistance Services as set forth below. Customers may not substitute other services or rates for those set forth in this section or other sections of this tariff that are associated with the Gold and Platinum Service, excepted as explicitly permitted by the terms and conditions of the Gold and Platinum Service.

For the purposes of this Section 3.3, 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.

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.1 Usage Rates

Usage Rates for Gold and Platinum Services are billed in six (6) second increments after an initial increment 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.

Standard Rates for Inbound and Outbound Services:

The following rates will no longer be available for customers who sign up for service on or after December 3, 2001

	<u>IntraLATA</u>	<u>InterLATA</u>
<u>Platinum Rate</u>	\$0.063	\$0.080
<u>Gold Rate</u>	\$0.119	\$0.125

The following rates will be available to customers who sign up for service on or after December 3, 2001.

	<u>IntraLATA</u>	<u>InterLATA</u>
<u>Platinum Rate</u>	\$0.0693	\$0.0737
<u>Gold Rate</u>	\$0.119	\$0.125

The following rates will be available to customers who sign up for service on or after July 11, 2003.

	<u>IntraLATA</u>	<u>InterLATA</u>
<u>Platinum Rate</u>	\$0.0693	\$0.0737
<u>Gold Rate</u>	\$0.098	\$0.098

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.2 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 tariffed access rates, a rate equal to the rates charged by the applicable LEC to XO, including any adjustments to such charges necessary to reflect any rate changes instituted by the applicable local exchange carrier.

5.2.3 Payphone Surcharge

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

Per Call                      \$0.50

5.2.4 Directory Assistance

Customers placing a Directory Assistance call as Gold and Platinum Service Customers will be charged a rate of \$1.25 for each call.

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.6 Rates

- a. Rates for this Section 5.2.6 are usage sensitive and billed with a sixty (60) second increments after an initial increment 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 off to the next highest cent.

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.8 Discount Schedule

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

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

<u>Annual Commitment Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$3,600	5.0%	6.5%	8.5%
\$6,000	7.5%	9.5%	11.5%
\$12,000	12.5%	14.5%	16.5%
\$18,000	15.0%	17.0%	19.0%
\$24,000	17.5%	19.5%	21.5%
\$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%

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.9 Employee Long Distance

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

Standard Rates:

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

5.2.10 The Buddy Program

This program offers eligible Customers discounts on XO Services. In order to be eligible for this program, Customers must meet the criteria of either a “Referring Buddy” or a “Referred Buddy.”

3.2.10.1 Program Criteria

- A. A Referring Buddy refers potential subscribers to XO for XO Services. Referring Buddies must subscribe to XO Services for a minimum two year commitment in order to receive the discounts listed in section 5.2.8.
- B. A Referred Buddy is a Customer who, as a result of being referred to XO by a Referring Buddy, receives XO Services for a minimum two year term commitment.

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5. GRANDFATHERED SERVICES (Cont'd)

5.2 XO Gold and Platinum Services (Cont'd) - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

5.2.10 The Buddy Program (Cont'd.)

5.2.10.2 Program Discounts

- A. A Referring Buddy will receive XO intraLATA and interLATA long distance service at a rate of \$0.05 per minute. Additionally, once the aggregate of the recurring revenue of all Referred Buddies of a Referring Buddy reaches and remains at \$3,000.00 per month, the Referring Buddy will receive a \$50 credit on its XO invoice for each additional potential subscriber referred to XO for XO Services that executes a contract with XO for XO Services.
- B. A Referred Buddy will receive a 10% discount off monthly recurring and usage charges for the XO Services listed in this tariff. The discount only applies to standard XO services and pricing, and does not apply to Individual Case Basis arrangements, taxes, surcharges, or tax-like charges.
- C. This program cannot be combined with any other offer or promotion offered by XO.

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5. GRANDFATHERED SERVICES (Cont'd)

5.3 Dedicated Long Distance - *As of September 25, 2005, this product will only be available to current customers at their current locations.*

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

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.

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

The duration of each call for bill purposes will be rounded up to the nearest highest increment. Calls are billed in six (6) second increments after an initial increment of sixty (60) seconds. Fractional cents will be rounded to the next highest cent. Per minute charges and the discount schedule apply to outbound (1+) and inbound (toll-free) calls.

Intrastate Long Distance Rate

The following rates will no longer be available for customers who sign up for service on or after December 3, 2001

Intrastate Long Distance Rates	Per Minute of Use
IntraLATA	\$0.063
InterLATA	\$0.080

The following rates will be available to customers who sign up for service on or after December 3, 2001

Intrastate Long Distance Rates	Per Minute of Use
IntraLATA	\$0.063
InterLATA	\$0.067



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**5. GRANDFATHERED SERVICES (Cont'd)**

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

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.

	<u>Per Minute of Use</u>
Local Calls over Dedicated Long Distance Trunks	\$0.06

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

<u>Feature</u>	<u>MRC</u>	<u>NRC</u>
Verified Account Codes (1-100)	\$10.00	\$25.00
Verified Account Codes – per 100 after first 100	\$10.00	\$25.00
Changes to Verified Account Codes, per change	N/A	\$10.00
 Toll Free Number – per number	 \$1.50	 N/A
Toll Free Number Directory Listing - Per Listing	\$10.00	\$35.00
 Toll Free – Real Time ANI	 \$5.00	 \$5.00
Allows Customer to receive calling party's telephone number as a component of the call set-up.		
 Toll Free – Digital Number Identification Service*	 \$0.00	 \$75.00
Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the specific toll free numbers to a different point of termination.		

**As of September 22, 2005, the following rates will apply to the following services:**

Toll Free – Digital Number Identification Service*	\$0.00	\$450.00
Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the specific toll free numbers to a different point of termination.		

\*As of September 22, 2005, these rates will no longer be available to current customers.

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**5. GRANDFATHERED SERVICES (Cont'd)**

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

<u>Feature</u>	<u>MRC</u>	<u>NRC</u>
Toll Free Area Code Restriction / Allowance Allows Customer to specify areas from which toll free 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 3.7 of this tariff.	N/A	\$50.00

Operator Service Surcharges – Rates apply on a per call basis.  
Please refer to Section 3.3.1 of this tariff.

Payphone Blocking	\$0.00	\$135.00
Toll Free – Alternate Routing – Disaster	\$35.00	\$95.00
Toll Change Charge	\$0.00	\$35.00
Toll Free – Day of Year Routing	\$5.00	\$95.00
Toll Free Expedite Charge	\$0.00	\$500.00
Toll Free LATA Restriction / Allowance	\$0.00	\$135.00
Toll Free Message Referral	\$0.00	\$0.00
Toll Free – NPA/NXX Restriction / Allowance	\$0.00	\$135.00
Toll Free – State Restriction / Allowance	\$0.00	\$135.00
Toll Free Additional Listings	\$10.00	\$35.00
Toll Free Route Advanced Overflow	\$35.00	\$35.00
Toll Free Feature Package	\$10.00	\$135.00
Includes: State Routing, LATA routing, Area Code Routing, NPA/N7 Allocation, Time of Day Routing, Time of Week Routing		

\*As of September 22, 2005, these rates will no longer be available to current customers.

**XO Communications Services, LLC**

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**Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

**Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

(N)  
—  
(N)**6. CONTRACT TARIFFS****6.1 Contract Tariff Option 101**

- 6.1.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 101:

<u>Rate/Service Element</u>	<u>Tariff Section</u>
XO Long Distance Business Plans	Price List

- 6.1.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 101:
- A. The customer must subscribe to this Option 101 by submitting a written authorization in a manner designated by the Company during the period from March 28, 2015 through July 31, 2015 (the "Subscription Period");
  - C. The customer must order new installations of at least one of the following services listed above in Section 6.1.1.
  - E. The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 101, unless the later date is designated by the Company.
  - G. The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 101.

M – Some material on this leaf was moved to Leaf 121.2.

Issued by: Kelly Faul – Regulatory Affairs Director, Herndon, VA

**XO Communications Services, LLC**  
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6. CONTRACT TARIFFS, (CONT'D)

6.1 Contract Tariff Option 101, (Cont'd)

6.1.3 Service Period: The Service Period subscribed to under this Option 101 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

6.1.4 Terms and Conditions

- A. Except as set forth in this Option 101, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 6.1.1 will apply for the Subscribed Service.
- B. The discount set forth in 6.1.5 will be applied to the products outlined in Section 6.1.1 above in use beginning March 28, 2015 with the rates discounted as set forth in Sections 6.1.5 that is subscribed to in this Option 101.
- C. Upon completion of the applicable Service Period, the customer must choose one of the following options:
  - (1) discontinue service without termination liability; or
  - (2) select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection, the customer's subscription to the service will continue in accordance with option (2).
- D. If a service subscribed to in this Option 101 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

6.1.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 101:

A. Service

<u>Rate/Service Element</u>	<u>Tariff Section</u>	<u>Discount Percentage</u>
XO Long Distance Business Plans	Price List	4.3%

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M – Some material on this leaf was moved from Leaf 121.1.

Issued by: Kelly Faul – Regulatory Affairs Director, Herndon, VA

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(N)

**XO Communications Services, LLC**  
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**MESSAGE TOLL SERVICE TARIFF**

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6. CONTRACT TARIFFS, (CONT'D)

6.2 Contract Tariff Option 102

6.2.1 Description: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 102:

<u>Rate/Service Element</u>	<u>Tariff Section</u>
XO Long Distance Business Plans	Price List

6.2.2 Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 102:

- A. The customer must subscribe to this Option 102 by submitting a written authorization in a manner designated by the Company during the period from March 28, 2015 through April 28, 2015 (the "Subscription Period");
- B. In order to be eligible for this contract, Customer's most recent prior month's invoice's total Monthly Recurring Charges must be have increased on its current invoice from its December 2014 invoice by more than three (3) percent due to an increase in its rates.
- C. The customer must enter into a new one, two, or three year term contract for the discounted service that is at least twelve months longer than the length of service remaining on their current contract for the services being discounted.
- D. The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 102, unless the later date is designated by the Company.
- E. The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 102.

6.2.3 Service Period: The Service Period for the Subscribed Services under this Option 102 is calculated as explained in 6.2.2.C above. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

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**MESSAGE TOLL SERVICE TARIFF**

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6. CONTRACT TARIFFS, (CONT'D)

6.2 Contract Tariff Option 102, (Cont'd)

6.2.4 Terms and Conditions, (Cont'd)

- A. Except as set forth in this Option 102, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 6.2.1 apply for the Subscribed Services.
- B. The discount set forth in 6.2.5 will be applied to the Subscribed Services in use beginning as indicated in customer's new service order.
- C. Upon completion of the applicable Service Period, the customer must choose one of the following options:
  - (1) discontinue service without termination liability; or
  - (2) select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 6.2.4.C. the customer's subscription to the service will continue in accordance with option (2).
- D. If a service subscribed to in this Option 102 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

6.2.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 102:

A. Service

<u>Rate/Service Element</u>	<u>Tariff Section</u>	<u>Discount Percentage</u>
XO Long Distance Business Plans	Price List	4.3%

**XO Communications Services, LLC**  
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 Effective Date: August 9, 2015

Leaf 121.5  
 Revision: 0  
 Superseding Revision:

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**MESSAGE TOLL SERVICE TARIFF**

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6. **CONTRACT TARIFFS**

6.3 **Contract Tariff Option 103**

6.3.1 **Description:** This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 103:

<u>Rate/Service Element</u>	<u>Tariff Section</u>
XO Long Distance Business Plans	Price List

6.3.2 **Eligibility:** The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 103:

- A. The customer must subscribe to this Option 103 by submitting a written authorization in a manner designated by the Company during the period from August 9, 2015 through December 31, 2015 (the "Subscription Period");
- B. The customer must order new installations of at least one of the following services listed above in Section 6.3.1.
- C. The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 103, unless the later date is designated by the Company.
- D. The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 103.

6.3.3 **Service Period:** The Service Period subscribed to under this Option 103 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

6.3.4 **Terms and Conditions**

- A. Except as set forth in this Option 103, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 6.3.1 will apply for the Subscribed Service.

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: August 9, 2015

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Superseding Revision:

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**MESSAGE TOLL SERVICE TARIFF**

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6. CONTRACT TARIFFS, (CONT'D)

6.3 Contract Tariff Option 103, (Cont'd)

6.3.4 Terms and Conditions, (Cont'd)

- B. The discount set forth in 6.3.5 will be applied to the products outlined in Section 6.3.1 above in use beginning **March 28, 2015** with the rates discounted as set forth in Sections 6.3.5 that is subscribed to in this Option 103.
- C. Upon completion of the applicable Service Period, the customer must choose one of the following options:
- (1) discontinue service without termination liability; or
  - (2) select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection, the customer's subscription to the service will continue in accordance with option (2).
- D. If a service subscribed to in this Option 103 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

6.3.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 103:

A. Service

<u>Rate/Service Element</u>	<u>Tariff Section</u>	<u>Discount Percentage</u>
XO Long Distance Business Plans	Price List	4.3%



**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: August 9, 2015

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Revision: 0  
Superseding Revision:

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**MESSAGE TOLL SERVICE TARIFF**

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6. **CONTRACT TARIFFS, (CONT'D)**

6.4 **Contract Tariff Option 104**

6.4.1 **Description:** This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 104:

<u>Rate/Service Element</u>	<u>Tariff Section</u>
XO Long Distance Business Plans	Price List

6.4.2 **Eligibility:** The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 104:

- A. The customer must subscribe to this Option 104 by submitting a written authorization in a manner designated by the Company during the period from August 9, 2015 through December 31, 2015 (the "Subscription Period");
- B. In order to be eligible for this contract, Customer's most recent prior month's invoice's total Monthly Recurring Charges must be have increased on its current invoice from its December 2014 invoice by more than three (3) percent due to an increase in its rates.
- C. The customer must enter into a new one, two, or three year term contract for the discounted service that is at least twelve months longer than the length of service remaining on their current contract for the services being discounted.
- D. The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 102, unless the later date is designated by the Company.
- E. The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 104.

6.4.3 **Service Period:** The Service Period for the Subscribed Services under this Option 104 is calculated as explained in 6.4.2.C above. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: August 9, 2015

Leaf 121.8  
Revision: 0  
Superseding Revision:

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**MESSAGE TOLL SERVICE TARIFF**

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6. CONTRACT TARIFFS, (CONT'D)

6.4 Contract Tariff Option 104, (Cont'd)

6.4.4 Terms and Conditions, (Cont'd)

- A. Except as set forth in this Option 104, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 6.4.1 apply for the Subscribed Services.
- B. The discount set forth in 6.4.5 will be applied to the Subscribed Services in use beginning as indicated in customer's new service order.
- C. Upon completion of the applicable Service Period, the customer must choose one of the following options:
  - (1) discontinue service without termination liability; or
  - (2) select any then offered term plan or contract tariff option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 6.4.4.C. the customer's subscription to the service will continue in accordance with option (2).
- D. If a service subscribed to in this Option 104 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

6.4.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 104:

A. Service

<u>Rate/Service Element</u>	<u>Tariff Section</u>	<u>Discount Percentage</u>
XO Long Distance Business Plans	Price List	4.3%

**XO Communications Services, LLC**

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Effective Date: November 30, 2020

Leaf 122

Revision: 4

Superseding Revision: 3

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**MESSAGE TOLL SERVICE TARIFF**

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**Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

**Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

(N)  
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(N)**PRICE LIST**

The following sections will apply to customers who are served by a Central Office where the former XO New York, Inc. has facilities and to existing Customers of XO New York, Inc. as of February 19, 2005

**Category One - Sections 3.1, 3.2, 3.4 through 3.12.1**Operator Assistance

Operator Completed Calls \$0.20 per minute of use

The following charges are per occurrence:

	<u>Automated</u>	<u>Live Operator</u>
Third Number Billing	\$2.25	\$2.25
Collect Calling	N/A	\$3.00
Person to Person	\$3.00	\$3.00
Station to Station	\$1.80	\$1.80

Directory Assistance

Long Distance Directory Assistance

Intrastate \$0.75

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 123  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

RESERVED FOR FUTURE USE

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 124  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Pre Paid Card Service

	Face Value	Initial Period	Each Period	Additional
Option 1	\$10.00	\$0.125	\$0.125	
	\$15.00	\$0.120	\$0.120	
	\$20.00	\$0.115	\$0.115	
	\$25.00	\$0.100	\$0.100	
Option 2	\$5.00	\$0.02399	\$0.02399	
	\$10.00	\$0.02399	\$0.02399	
	\$20.00	\$0.02399	\$0.02399	
Option 3	\$5.00	\$0.079	\$0.079	
	\$10.00	\$0.079	\$0.079	
	\$20.00	\$0.079	\$0.079	
Per Call Surcharge on Option 2		\$0.71999		
Payphone Surcharge (per call)				
Option 1	\$0.35			
Option 2	\$0.69			
Option 3	\$0.69			

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Leaf 125  
Revision: 0  
Superseding Revision:

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PRICE LIST (Cont'd)

RESERVED FOR FUTURE USE

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 126  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services

DS-1 Transport Rates

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

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

2) Rates for On-Net Customers - both ends of circuit terminate on XO's network. **These rates are no longer effective after January 14, 2002.**

Minimum Monthly Revenue Commitment	\$250.00		
Term:	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	\$500.00	\$500.00	\$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	\$.080	\$.075	\$.070

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 January 14, 2002.**

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

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

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

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Effective Date: September 20, 2013

Leaf 127  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

DS-1 Transport Rates (Cont'd)

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

5) Other non-recurring charges

Non-recurring charges

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



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Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

DS-3 Transport Rates

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

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

2) Rates for On-Net Customers - both ends of circuit terminate on XO's network. **These rates are no longer available to new customers after January 14, 2002.**

Minimum Monthly Revenue Commitment	\$2,000.00		
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)	\$2,000.00	\$2,000.00	\$0.00
Channel Mileage			
Monthly Recurring			
Charge Per DS0 Mile	\$ .040	\$ .036	\$ .033

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Effective Date: September 20, 2013

Leaf 129  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

DS-3 Transport Rates (Cont'd)

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 January 14, 2002.**

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

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

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

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

5) Other non-recurring and monthly recurring charges

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

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Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

OC-3 Transport Rates

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

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

2) Rates for On-Net Customers - both ends of circuit terminate on XO's network. **These rates are no longer available to new customers after January 14, 2002.**

Minimum Monthly Revenue Commitment	ICB		
<u>Term:</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Installation (non-recurring)\$5,000.00	\$5,000.00	\$00.00	
Channel Mileage –			
Monthly Recurring			
Charge Per DS0 Mile	ICB	ICB	ICB

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Effective Date: September 20, 2013

Leaf 131  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

OC-3 Transport Rates (Cont'd)

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 January 14, 2002.**

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

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

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

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

5) Other non-recurring and monthly recurring charges

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

**XO Communications Services, LLC**  
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Effective Date: September 20, 2013

Leaf 132  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

XO Private Line Services (Cont'd)

OC-12 Transport Rates

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

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

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

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

OC-48 Transport Rates

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

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

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

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

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 133  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

RESERVED FOR FUTURE USE

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: February 1, 2015

Leaf 134  
Revision: 2  
Superseding Revision: 1

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**MESSAGE TOLL SERVICE TARIFF**

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**PRICE LIST (Cont'd)**

**XOPTION SERVICE OFFERING\***

**Rates**

Additional Domestic Long Distance Minutes of Use      \$0.05 per MOU

Property Tax Recovery Charge      1.119%

**Historic Invoices**

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

**XO Corporate Long Distance Plan**

<b>Plan Name</b>	<b>LD Monthly Commitment</b>	<b>Dedicated Intrastate Rate Per Minute (1+ &amp; toll free)</b>
XO Freedom Plan	\$ 275	\$0.019
XO Capital Plan	\$ 720	\$0.019
XO Advantage Plan	\$ 1,080	\$0.019
XO Elite Plan	\$ 1,360	\$0.019
XO Professional LD Plan	\$ 1,800	\$0.019
XO National LD Plan	\$ 4,000	\$0.019
XO Executive LD Plan	\$ 7,000	\$0.019
XO Premiere LD Plan	\$10,000	\$0.019
XO Premiere Plus Plan	\$15,000	\$0.019

(T)

**Service Extension Charge**

<b>Type of Circuit</b>	<b>NON-RECURRING CHARGES</b>	
	<b>First Circuit</b>	<b>Each Additional Circuit</b>
Less Than or Equal to a DS1 (1.544 Mbps)	\$ 325.00	\$ 80.00
More Than a DS1 (1.544 Mbps) and Less Than or Equal to a DS3 (44.736 Mbps)	\$ 550.00	\$ 550.00

\*Effective December 6, 2008, this product will only be available to current customers at their current location.

\*\*Effective December 6, 2008, this product will only be available to current customers.

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 135  
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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

The following sections will apply to customers who are served by a Central Office where the former Allegiance Telecom of New York, Inc. has facilities and to existing Customers of XO Communications Services, Inc. as of February 19, 2005.  
**Category Two - Sections 3.13 thru 3.22**

UNI-Rate Long Distance Service (ULD)

Rates and Charges

	<u>Per Minute</u>
Switched ULD	\$0.1035
Dedicated ULD	\$0.0895

Across America 1+Plans

9.9 LD/TFS

Intrastate		
InterLATA Rate Per	Term	
Minute	Minimum	Toll Usage Minimum
\$0.0968	Month-to-	None

Small Business 7.9 LD/TFS

Intrastate		
InterLATA Rate Per	Term	
Minute	Minimum	Toll Usage Minimum
\$0.0968	Month-to-	\$5.00

Business Value 6.9 LD/TFS

Intrastate		
InterLATA Rate Per	Term	
Minute	Minimum	Toll Usage Minimum
\$0.0968	One (1) Year	\$50.00

Business Saver 5.9 LD/TFS

Intrastate		
InterLATA Rate Per	Term	
Minute	Minimum	Toll Usage Minimum
\$0.0968	One (1) Year	\$200.00



**XO Communications Services, LLC**  
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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

TOLL FREE 800/888/877 SERVICE

	<u>Per Minute</u>	
a. Dedicated 800/888/877	\$0.0895	
b. Switched 800/888/877	\$0.1035	
	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
Switched charge per 800/888/877 number	\$10.00	\$ 5.00
Dedicated charge per routing arrangement	\$40.00	\$50.00

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: January 1, 2019

Leaf 137  
Revision: 4  
Superseding Revision: 3

## MESSAGE TOLL SERVICE TARIFF

## PRICE LIST (Cont'd)

## SWITCHED LONG DISTANCE PRODUCT

Rates and ChargesPer Minute of Use

InterLATA	\$0.098***
IntraLATA	\$0.098***

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

Per Minute of Use

InterLATA	\$0.089
IntraLATA	\$0.089

## XO UNLIMITED BUSINESS PLAN

Rates and Charges

Monthly Recurring Charge, per line      \$20.00

## XO LONG DISTANCE BUSINESS PLAN

Rates and Charges:IntraLATA/Interstate

<u>Long Distance Packages</u>	<u>Monthly Recurring</u>	<u>Overage Rate Per Minute</u>
XO LD Business Plan	\$0	\$0.069
XO LD Business Plan 200**	\$9.07	\$0.045
XO LD Business Plan 500	\$21.17	\$0.043
XO LD Business Plan 1500	\$54.44	\$0.041
XO LD Business Plan 2500	\$83.16	\$0.035
XO LD Business Plan 5000	\$166.33	\$0.034
XO LD Business Plan 7500	\$249.51	\$0.033
XO LD Business Plan 10,000	\$332.68	\$0.032
XO LD Business Plan 15,000	\$498.40	\$0.031
XO LD Business Plan 20,000	\$665.34	\$0.030
XO LD Business Plan 25,000**	\$756.08	\$0.029
XO LD Business Plan 30,000	\$907.29	\$0.028
XO LD Business Plan 35,000**	\$1,058.52	\$0.027
XO LD Business Plan 40,000*	\$1,209.72	\$0.019
XO LD Business Plan 60,000	\$1,451.67	\$0.025
XO LD Business Plan 80,000	\$1,887.17	\$0.019

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

XO LD Business Plan 40,000	\$1,209.72	\$0.026
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\* As of April 1, 2008, these plans will only be available to current customers.

\*\* As of April 5, 2008, these plans will only be available to current customers.

\*\*\* As of February 19, 2010, this rate will only be available to current customers.

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: October 30, 2013

Leaf 138  
Revision: 1  
Superseding Revision: 0

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MESSAGE TOLL SERVICE TARIFF

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PRICE LIST (Cont'd)

HISTORIC INVOICES

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

TRUE SAVINGS LONG DISTANCE RATE PLAN

InterLATA Intrastate, Per Minute                      \$0.0968

SERVICE EXTENSION CHARGE

Type of Circuit	NON-RECURRING CHARGES	
	First Circuit	Each Additional Circuit
Less Than or Equal to a DS1 (1.544 Mbps)	\$ 325.00	\$ 80.00
More Than a DS1 (1.544 Mbps) and Less Than or Equal to a DS3 (44.736 Mbps)	\$ 550.00	\$ 550.00

(N)

(N)

**XO Communications Services, LLC**

New York PSC – Tariff No. 1 - Telephone

Effective Date: November 30, 2020

Leaf 139

Revision: 4

Superseding Revision: 3

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**MESSAGE TOLL SERVICE TARIFF**

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**Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

**Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

(N)

(N)

**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 tariff offering. These offerings may be limited to certain dates, times, and/or locations.

**XO Communications Services, LLC**  
New York PSC – Tariff No. 1 - Telephone  
Effective Date: September 20, 2013

Leaf 140  
Revision: 0  
Superseding Revision:

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MESSAGE TOLL SERVICE TARIFF

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PROMOTIONAL OFFERINGS (Cont'd)

**Independence Plan Discount Pricing Promotional Rates**

TOLL FREE 800/888/877 SERVICE

Toll Free Numbers/Listing	<u>MRC</u>	<u>NRC</u>
Monthly Recurring Charge, per number	\$5.00	-
National Directory Listing, per number	\$15.00	-

Intrastate InterLATA	
Rate per Minute	\$0.0880

LONG DISTANCE SERVICES

Intrastate InterLATA, per minute	\$0.0880
Directory Assistance, per call	\$1.25