

**XO Communications Services, LLC**  
Kelly Faul, Regulatory Affairs Director  
13865 Sunrise Valley Drive  
Herndon, VA 20171  
Case No. 16-0115-TP-ACN  
Issued: January 21, 2016

P.U.C.O. Tariff No. 5  
2nd Revised Title Page  
Cancels 1<sup>st</sup> Revised Title Page

(T)

Effective: February 20, 2016

LOCAL EXCHANGE SERVICES

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**This tariff, Ohio Tariff No. 5 submitted on behalf of XO Communications Services, LLC, cancels and replaces Ohio Tariff No. 1, submitted on behalf of XO Communications Services, Inc. in its entirety.**

(T)

(T)

**TITLE PAGE**

**LOCAL EXCHANGE SERVICES TARIFF**

**OF**

**XO COMMUNICATIONS SERVICES, LLC**

(T)

**Certificate No. 90-9017**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO TIER 1 LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO  
IN THE COUNTIES OF

Cuyahoga  
Franklin  
Geauga  
Licking  
Madison  
Pickaway  
Summit  
Union  
Delaware

Fairfield  
Lake  
Hamilton  
Clermont  
Butler  
Warren  
Stark  
Portage  
Medina

Mahoning  
Columbiana  
Trumbull

**XO Communications Services, LLC**  
 Kelly Faul, Regulatory Affairs Director  
 13865 Sunrise Valley Drive  
 Herndon, VA 20171  
 Case No. 16-1556-TP-ATA  
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P.U.C.O. Tariff No. 5  
 16th Revised Page 1  
 Cancels 15th Revised Page 1

Effective: August 12, 2016

**LOCAL EXCHANGE SERVICES**

**CHECK SHEET**

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

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
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\* - indicates those pages included with this filing

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Kelly Faul, Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
Herndon, VA 20171  
Case No. 11-2946-TP-ATA  
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**RESERVED FOR FUTURE USE**

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**EXPLANATION OF SYMBOLS**

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

- (C)** - To signify changed regulation.
- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text but no change in rate or regulation.

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**LOCAL EXCHANGE SERVICES**

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of Tier 1 intrastate telecommunications services by XO Communications Services, Inc. to Customers of the State of Ohio within the local exchange service area defined herein.

**XO Communications Services, Inc.**  
Kelly Faul –Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
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**SECTION 1 - DEFINITIONS**

(D)

**Advance Payment** - Payment that may be required by the Company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

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

**Basic Local Exchange Service (BLES)** - residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

(M)(N)

(a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;

(b) Consists of all of the following services:

(i) Local dial tone service;

(ii) For residential end users, flat-rate telephone exchange service;

(iii) Touch tone dialing service;

(iv) Access to and usage of 9-1-1 services, where such services are available;

(v) Access to operator services and directory assistance;

(vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;

(vii) Per call, caller identification blocking services;

(viii) Access to telecommunications relay service; and

(ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

(M)(N)

*Some material on this page was moved to Page 12.1.*

(N)

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**SECTION 1 - DEFINITIONS**

**Company** - XO Communications Services, Inc. LLC, a Delaware corporation, which is the issuer of this tariff.

**Commission** - The Public Utilities Commission of Ohio.

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

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

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

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

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

**LATA** - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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

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**SECTION 1 – DEFINITIONS, (CONT'D)**

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

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

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

**Off-Peak** - A call originating at a time other than 8 am to 5 pm, Monday-Friday.

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

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

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

**Peak** - A call originating between 8 am and 5 pm, Monday-Friday.

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

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

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

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

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**SECTION 1 – DEFINITIONS, (CONT'D)**

**Service Commencement Date** - XO will notify the customer that the Services are installed or connected and available for use. The date of such notice shall be the "Service Commencement Date." Billing will begin on the Service Commencement Date. The parties may mutually agree upon a substitute Service Commencement Date. If Customer notifies XO in writing that it is not prepared to utilize the Services or facility after XO has notified the Customer that the requested Service or facility is ready for use, XO may begin billing the Customer on the Service Commencement Date. XO may bill the Customer for any costs it has incurred in provisioning the Services. Customer agrees to cooperate with XO to accomplish Service activation by providing reasonable access to Customer's premises and facilitating testing and Service delivery requirements and Customer agrees XO shall have reasonable access to Customer's premises to repair, maintain, or retrieve XO equipment. XO shall not be liable for any damages whatsoever resulting from delays in meeting Service delivery dates requested or specified by Customer or inability to provide Services. Customer may not cancel the Agreement if there is a delay in installation related to the Services unless such delay is solely due to XO and such delay is longer than 90 days beyond the parties agreed Service Commencement Date provided however, in no event may Customer cancel if XO has agreed to construct or is constructing Communication Facilities to provide Service to Customer.

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

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

**Station** - Telephone equipment from or to which calls are placed. (D)

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

**XO Communications Services, Inc.**  
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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**XO Communications Services, Inc.**  
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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on a monthly basis, unless a different schedule is requested by the Customer and agreed to by the Company, and shall continue to be provided until canceled by the Customer, in writing, on not less than 45 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. (C)
- B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- C. 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.
- D. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard to the State's choice of law provision.
- E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.3 Terms and Conditions, (Cont'd)**

- F.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- G.** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.H below.
- H.** The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICES

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SECTION 2 – REGULATIONS, (CONT'D)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company

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

- A. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or 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 commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- B. The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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LOCAL EXCHANGE SERVICES

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SECTION 2 – REGULATIONS, (CONT'D)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

- D. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- F. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.4 Liability of the Company, (Cont'd)**

- H. The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.
- L. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.5 Notification of Service-Affecting Activities**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.6 Provision of Equipment and Facilities**

- A.** Where construction is required, the Company shall use reasonable efforts to make available services to 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.
- B.** The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- C.** Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

  - (1)** the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2)** the reception of signals by Customer provided equipment; or
  - (3)** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.1.7 Non-routine Installation**

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to, installation and/or maintenance performed outside the Company's regular business hours, on an expedited basis outside of the standard installation intervals, involving special construction, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. The Customer may be charged a non-recurring charge to recover these costs incurred by the Company. These non-recurring charges will be determined on an ICB basis and will be agreed upon by the Customer and the Company. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Non-Recurring Charge	ICB
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**2.1.8 Ownership of Facilities**

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

**2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.2 Prohibited Uses**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.3.1 General, (cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G.** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities;

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.3.1 General, (cont'd.)**

- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and
- I.** when a Customer selects the Company to provide retail telecommunications Services such as T-1 Loops, PBX Trunks or substantially similar facilities and such Customer no longer desires or needs the same or similar retail telecommunication Services and facilities currently being provided by another Local Exchange Carrier, it is the Customer's responsibility to notify that Local Exchange Carrier and terminate and disconnect all unwanted and unnecessary retail telecommunications Services and facilities. XO shall not be liable for any charges incurred by the Customer as a result of Customer's failure to notify the other Local Exchange Carrier to terminate and disconnect those retail telecommunication Services and facilities no longer needed or desired by the Customer.
- J.** Customer shall not route calls to a Public Safety Answering Point ("PSAP") or other emergency answering point over XO services from any location other than the Customer Premises at which XO's local voice service is established.

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.3.2 Claims**

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

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.3.3 Jurisdictional Nature of Traffic**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where 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.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B.** Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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**SECTION 2 – REGULATIONS, (CONT'D)**

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

**2.4.4 Inspections**

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- A.** All service, installation, monthly Recurring Charges are due no sooner than fourteen (14) days than the date of the postmark on the bill.
- B.** The Company shall bill for Monthly Recurring Charges in advance and Usage Charges in arrears.
- C.** For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D.** Amounts not paid within 30 days after the date of invoice are considered past due and may be subject to a 1.5 % monthly late payment charge accruing monthly until the balance is paid.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Disputed Bills**

*The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.*

- A.** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

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

(D)  
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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Discontinuance of Service**

- A. Upon nonpayment of sums owing to the Company, the Company may, pursuant to Chapter 4901:1-6 - Retail Telecommunications Services -of the Ohio Administrative Code, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Discontinuance of Service, (cont'd.)**

- D.** The Company may discontinue the furnishings of any and/or all service(s) which a company is legally entitled to disconnect pursuant to 4901:1-6 OAC, to a Customer, *without incurring any liability*:
- (1) Immediately and without notice, the Company may discontinue service pursuant to this subsection if:
    - (a) an emergency may threaten the health or safety of a person, or the Company's distribution system. If Service is disconnected, the Company shall act promptly to restore Service as soon as possible;
    - (b) a Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Customers; or
    - (c) a Customer tampers with facilities or equipment owned by the Company.
  - (2) Upon seven (7) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for deposit for the payment of service.
  - (3) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Discontinuance of Service, (cont'd.)**

- E.** Upon written notice of disconnection, which shall be postmarked at least seven (7) days prior to the date of disconnection, to a Customer who has failed to pay any sum for a service which the Company is legally entitled to disconnect after fourteen (14) days of the date when payment was due.
- F.** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- G.** Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A or 2.5.6.B, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Selective Access Policy**

The Company, when providing toll service, may “universally” block access to all toll providers for non-payment of regulated toll charges, as long as the blocked Customer is not denied the right to select, through a presubscription interexchange (PIC) mechanism, any other 1+ presubscribed toll service provider, who is obligated to provide such service under the terms of the Selective Access Policy.

- A. Under the terms of the Selective Access Policy, the Company, when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:
- (1) the customer is able to establish creditworthiness using one of the means for doing so available under the Commission’s rules;
  - (2) the Company, when providing toll service, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the Commission’s rules); or
  - (3) the Company, when providing toll service, attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the Commission’s credit establishment policies and/or are not set forth within a Commission-approved tariff.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Selective Access Policy, (cont'd.)**

- B.** When a prospective Customer, who has previously been universally blocked for non-payment of toll charges by another carrier, seeks to select the Company as his/her 1+ carrier of choice, the Company may, subject to tariffed toll deposit policies and the Commission's rules on establishment of service (See Chapter 4901:1-6 - Retail Telecommunications Services -of the Ohio Administrative Code, [O.A.C], require a deposit for toll service. This deposit shall be in accordance with Chapter 4901:1-6 - Retail Telecommunications Services -of the Ohio Administrative Code., but the Company may negotiate a lower deposit.
- C.** The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- D.** Upon payment by the Customer of all past due debt to the Company, the Company will remove the block and all 1+ dialing capabilities, including 10-XXX will be restored.

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.6 Allowances for Interruptions of Service**

**2.6.1 Credit for Interruptions**

The Company will issue credits for interruptions in Service in accordance with Section 4901:1-6 of the Ohio Administrative Code. (T)

**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 Company;
- B. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. occurs as a result of a military action, war, insurrection, riot or strike.
- F. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- G. 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;
- H. interruption of service due to circumstances or causes beyond the control of the Company.

**2.6.3 Use of Alternative Service Provided by the Company**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.7 Cancellation of Service**

**2.7.1 Cancellation of Application for Service**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.7 Cancellation of Service, (Cont'd.)**

**2.7.2 Cancellation of Service by the Customer**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay the Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: All costs, fees and expenses reasonable incurred in connection with:

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

**2.8 Transfer and Assignments**

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

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.9 Notices and Communications**

- 2.9.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2** The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS, (CONT'D)**

**2.10 Courtesy Credits**

From time to time, the Company will grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

**2.11 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 facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. *of a type other than that which the Company would normally utilize in the furnishing of its services;*
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. *on a temporary basis until permanent facilities are available;*
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE**

The following sections will apply to customers who are served by a Central Office where the former XO Ohio, Inc. has facilities and to existing Customers of XO Ohio, Inc. as of February 25, 2005.  
**Category One - Sections 3.1 through 3.8**

**3.1 Local Exchange Service**

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

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

The Company's service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

**3.1.1 Access Recovery Charge**

The Access Recovery Charge (ARC) is a monthly surcharge assessed to business customers (this surcharge will not apply to residential customers) in order to recover materially increased costs resulting from regulations adopted by the Federal Communications Commission *in the Matter of Unbundled Access to Network Elements and Review of the Unbundling Obligations of Incumbent Local Exchange Carriers*, (CC Docket 01-388 and WC Docket 04-313). The ARC is calculated by application of a percentage to each customer's total monthly recurring charges (MRCs). The ARC percentage to be applied will be determined by the customer's total MRCs on its monthly invoice. The chart below shows the ARC percentage that will be applied based on the MRCs.

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)

3.1 Local Exchange Service

3.1.2 Service Order Charges

Company will assess a Service Order Charge for each of the following Customer initiated requests made after 30 days from the installation of Service:

	<u>Non-Recurring Charge Maximums</u>
<b>Line Restoral Charge</b> Re-establishing service after suspension for non-payment per line	\$50.00
<b>PIC Change Charge</b> Changing interLATA and/or intraLATA service (manual)	\$5.50 per Line or Port
(electronic)	\$1.25 per Line or Port
<b>Primary Service Order Charge</b> Adding lines, moving services, convert product types per order	\$75.00
<b>Record Order Charge</b> Adding or changing directory listings, changing billing account information	\$75.00 per order
<b>Subsequent Order Charge</b> Adding new features, changing existing features per order	\$75.00
<b>Technician Visit Charge*</b> Applies to add, move, or change requests requiring a technician to be dispatched for work to be completed	\$300.00 per occurrence

3.1.3 Local Calling Areas

The Company operates in AT&T territories except where otherwise noted. NXXs associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

XO Communications Services, Inc.  
 Kelly Faul –Regulatory Affairs Director  
 13865 Sunrise Valley Dr.  
 Herndon, VA 20171  
 Case No. 11-2946-TP-ATA  
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Effective: August 10, 2011

**LOCAL EXCHANGE SERVICES**

**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.1 Local Exchange Service**

**3.1.4 Local Line**

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The rates, terms, and conditions that are set for in this Section 3.1.4 will no longer be available after May 17, 2002 to new Customers.

A. Local Line Service is available in the following offerings:

1. **Basic Service** - Each Basic Local Line service includes the following standard features at no additional charge:

- Touchtone
- One Directory Listing
- Presubscription
- Calling number delivery blocking/per call
- Toll restriction
- 900/976 Blocking

B. **Local Line Rates and Charges** - A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in this Section.

The Company offers Basic Line Service based upon the location of the customer. The following are the applicable rate classifications:

<b>Tier One</b>	<b>Tier Two</b>
Cleveland	Akron
Columbus	Canton
North Canton	
Montrose (Summit County)	

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

**TIER ONE RATES**  
 XO Basic Line Service - Local Only

# Lines	Monthly Max.	One Year Max.	Two Year Max.	Three years + Max.
1	\$51.00	\$48.00	\$46.00	\$44.00

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**LOCAL EXCHANGE SERVICES**

**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.1 Local Exchange Service**

**3.1.4 Local Line, (Cont'd)**

**C. Local Line Rates and Charges, (Cont'd)**

**TIER TWO RATES**

XO Basic Line Service - Local Only

# Lines	Monthly Max.	One Year Max.	Two Year Max.	Three years + Max.
1	\$51.00	\$48.00	\$46.00	\$44.00

- The following rates will apply to XO Basic and Plus customers prior to March 7, 1998.

Monthly Recurring Charges	Max.
Basic Local Line - Line Charge Month-to-Month	\$40.00

**LOCAL EXCHANGE SERVICES**

**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.1 Local Exchange Service**

**3.1.4 Local Line, (Cont'd)**

3. **9-1-1 Surcharges** - The following charges are assessed on a per line basis.

	<b>Max.</b>
Franklin County	\$ 1.00
Cuyahoga County	\$ 1.00
Delaware County	\$ 1.00

**3.1.5 Usage Options**

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

A. **Per Call** - The following rates will be applied on a per call basis, regardless of the duration of the call.

<b>Term Payment Plan</b>		
<b>Tier One Rates</b>		<b>Max.</b>
1 year		\$ 0.12
3 year		\$ 0.12
<b>Tier Two Rates</b>		<b>Max.</b>
		\$ 0.12

B. **Unlimited Local Calling (per month)**

**Max.**  
\$30.00

C. **Measured Rate Service** - The following rates will apply based on per minute usage.

	<b>Peak</b>		<b>Off-Peak.</b>	
	<b>Initial Max.</b>	<b>Additional Max.</b>	<b>Initial Max.</b>	<b>Additional Max.</b>
Monthly	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Term Plan	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05

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**LOCAL EXCHANGE SERVICES**

**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.1 Local Exchange Service**

**3.1.5 Usage Options, (Cont'd)**

**C. Measured Rate Service, (continued)**

The following rates are available to new business Customers of the Company who enter into a Service Order Agreement to receive Service on or after May 22, 2000 and to existing business Customers of the Company who are currently fulfilling the terms of a Service Order Agreement and enter into a new Service Order Agreement for a term that is of equal or greater than the term length and of equal or greater value of the existing Customer's current Service Order Agreement.

**1. Measured Rate Service for Basic and Plus Lines**

Initial Max.	Peak		Initial Max.	Off-Peak.	
	Additional Max.	Additional Max.		Additional Max.	Additional Max.
\$.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
\$.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05

**2. The following rates will apply based on per minute usage for Customers who entered into a Service Order Agreement prior to May 22, 2000.**

	Peak		Initial Max.	Off-Peak.	
	Initial Max.	Additional Max.		Initial Max.	Additional Max.
Monthly	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Term Plan	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05

**XO Communications Services, Inc.**  
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**LOCAL EXCHANGE SERVICES**

**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.1 Local Exchange Service**

**3.1.5 Usage Options, (Cont'd)**

**D. Extended Local Calling (ELC)**

Extended Local Calling provides customers with the ability to terminate calls in exchanges that are traditionally outside of the Customers local calling area. Customers placing calls to exchanges that are defined as Extended Local Calling Areas (as set forth in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area)) will be subject to the per minute of use rates that are set forth below. Calls will be billed in six-second increments.

**I. Rates**

<b>8:00 AM to 9:00 PM, Monday-Friday</b>			
<b>Mileage</b>	<b>Initial Minute</b>	<b>Each Minute</b>	<b>Additional</b>
	<b>Max.</b>		<b>Max.</b>
0-10	\$0.076		\$0.050
11-22	\$0.090		\$0.055
23+	\$0.100		\$0.060
<b>All Other Times</b>			
<b>Mileage</b>	<b>Initial Minute</b>	<b>Each Minute</b>	<b>Additional</b>
	<b>Max.</b>		<b>Max.</b>
0-10	\$0.038		\$0.010
11-22	\$0.043		\$0.028
23+	\$0.050		\$0.038

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 3 - SERVICE DESCRIPTIONS -- CATEGORY ONE, (CONT'D)**

**3.2 Emergency Telephone Services**

**3.2.1 Enhanced 911**

Enhanced 911 (E911) allows a telephone user to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the telephone user's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). E911 charges are assessed on each access line.

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed. The Company's liability in furnishing service is set forth in Section 2.1.4.

**3.3 Presubscription**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service, however if a Customer changes both it's intraLATA and interLATA carriers simultaneously, Company will waive the full intraLATA PIC Change Charge. See Section 3.1.2 for pricing information.

Effective: August 10, 2011

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)

3.4 Supplemental Change Charge

Customers will be assessed a Supplemental Change Charge when a change is requested to an installation Service Order in progress. This non-recurring charge will be based on the total monthly recurring charges for the Service Order and the time at which the change was requested during the order process. These charges are outlined below:

Monthly Recurring Charge Range	NON-RECURRING CHARGES		
	Timeframe of Change Request		
	Within 2 Business Days of Order Acceptance - <b>Maximum</b>	On or after 3 <sup>rd</sup> Business Day after Order Acceptance and up to the 5 <sup>th</sup> Business Day Prior to Due Date - <b>Maximum</b>	Within 5 Business Days of Due Date - <b>Maximum</b>
Up to \$500.99	\$100.00	\$250.00	\$ 500.00
\$501.00 to \$2,000.99	\$100.00	\$500.00	\$ 875.00
\$2,001.00 and Up	\$100.00	\$750.00	\$1,250.00

Changes made to Service Orders in progress may result in a change to the order due date. If the Customer requests to keep the original due date additional, charges may also apply as outlined in Section 2.1.7.

3.5 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)

3.6 Customer Premise Visits\*

3.6.1 Charging Premise Work Visits to Customers

- A. Premise work charges are payable by the customer in the following situations:
1. Repair calls in which customer provided equipment is found to be at fault;
  2. Customer requested moves, adds, changes or rearrangements and replacement of equipment;
  3. Installation of additional jacks, wiring, or other miscellaneous work not expressly excluded in the section below.
- B. Premise work charges are not applicable for the following:
1. Installation, move or change of a customer's telephone service if initiated by the Company;
  2. Repair of leased or non-leased company-provided equipment;
  3. Digital Centrex installations;
  4. Extension of demark beyond the NETPOP to customer equipment room or central location.
- C. Relevant rules are as follows:
1. Charges for premise work are based on a per occurrence basis.
  2. Work charges will apply separately per customer request, unless multiple requests can be conveniently handled during the same call;
  3. Estimates are available for unique applications, and will be provided solely at the Company's discretion. Estimates are not binding;
  4. All material with the exception of miscellaneous material, such as nuts, bolts and screws is billable. Material prices are based on the cost of goods, administration allocable tax, supply expense and other appropriate costs and return.
  5. When, in order to complete customer-requested premise work, additional services such as engineering or special equipment are needed, the customer will be required to pay such cost.
- D. Rates

Technician Visit Charge

Per Occurrence

Max.  
\$300.00

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LOCAL EXCHANGE SERVICES

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**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.7 Customer Installation Cancellation Charges**

If a Customer schedules an installation appointment after canceling at least two previous installation appointments after the Company has dispatched a technician for the installation, the Company will bill the Customer for such appointments, and, in accordance with the rates as set forth below:

Rate for Third Installation Appointment	<b>Max.</b> \$250.00
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**3.8 Business 2002**

**3.8.1 Small Business Basic Business Lines\***

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

**A.** Small Business Basic Business Lines include the following standard attributes at no cost:

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

**B. Rates and Charges**

Small Business Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

**1. Monthly Recurring Charges**

**Small Business Basic Business Local Line  
Line Charge**

	<b>Max.</b>
One Year Term	\$40.00
Two Year Term	\$40.00
Three Year Term	\$40.00

**2. Usage Rates** - The rates in Section 3.1.22 will apply.

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

Effective: August 10, 2011

LOCAL EXCHANGE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)

3.8 Business 2002, (Cont'd.)

3.8.2 Usage Rates

A. Measured Rate Service

Peak Initial Max.	Off-Peak. Initial Max.
\$ 0.05	\$ 0.05

B. Message Rate Service

Per Message	Max. \$0.12
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C. Extended Local Calling (ELC)

Extended Local Calling provides customers with the ability to terminate calls in exchanges that are traditionally outside of the Customers local calling area. Customers placing calls to exchanges that are defined as Extended Local Calling Areas (as set forth in this tariff) will be subject to the per minute of use rates that are set forth below. Calls will be billed in six-second increments.

8:00 AM to 9:00 PM, Monday-Friday

Mileage	Initial Minute		Each Additional Minute	
		Max.		Max.
0-10		\$0.076		\$0.050
11-22		\$0.090		\$0.055
23+		\$0.100		\$0.060

All Other Times

Mileage	Initial Minute		Each Additional Minute	
		Max.		Max.
0-10		\$0.038		\$0.010
11-22		\$0.043		\$0.028
23+		\$0.050		\$0.038

**XO Communications Services, Inc.**  
Kelly Faul - Regulatory Affairs Director  
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LOCAL EXCHANGE SERVICES

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**SECTION 3 - SERVICE DESCRIPTIONS – CATEGORY ONE, (CONT'D)**

**3.9 Administrative Service Fee**

The Administrative Service Fee is being applied to help recover expenses associated with administration and system support costs associated with providing and improving quality of customer service. The Administrative Service Fee will be assessed at percentage of customer's total Monthly Recurring Charges listed below:

Percentage	Maximum
	7%

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

The following sections will apply to customers who are served by a Central Office where the former Allegiance Ohio, Inc. has facilities and to existing Customers of XO Ohio, Inc. as of February 25, 2005.

**Category Two - Sections 4.1 through 4.7**

**4.1 Connection Charges**

**4.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

*The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.*

The Customer may be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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

**Add** - The addition of a service to existing equipment and/or service at one location.

**Change** - The change, including rearrangement or reclassification, of existing service at the same location.

**4.1.2 Exceptions to the Connection Charge**

The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

Effective: August 10, 2011

LOCAL EXCHANGE SERVICES

SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)

4.1.3 Line Restoral Charge

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

Restoral Charge:(after company- initiated suspension, per line)	<u>Max</u> \$90.00
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4.1.4 Charges

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 4 herein. Feature activation charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

	<u>Non-Recurring Charge</u> <u>Max</u>
<b>Account Setup Fee</b> , per account, per location (Applies when establishing a new account with the Company)	\$50.00
<b>Primary Service Order Charge</b> (per order)	\$110.00
<b>Subsequent Service Order Charge</b> (per order)	\$60.00
<b>Record Order Charge</b> , Nonrecurring per account (Applies when the Company must make charges to its records due to a customer requested change in service)	
Business	\$53.70
<b>Single Line Connection Charge</b> , Nonrecurring per Line or Trunk (Applies when new or add'l service is established)	
Business	\$112.05
<b>Technician Visit Charge*</b> , per occurrence (Applies to add, move, or change requests requiring a technician to be dispatched for work to be completed)	\$300.00

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.2 Presubscription-2 (PIC)**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. *The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service, however if a Customer changes both it's intraLATA and interLATA carriers simultaneously, Company will waive the full intraLATA PIC Change Charge.*

	Non-Recurring Charge
Initial line or port, manual change	<u>Max</u> \$5.50
Initial line or port, electronic change	\$1.25

**4.3 Access Recovery Charge**

The Access Recovery Charge (ARC) is a monthly surcharge assessed to business customers (this surcharge will not apply to residential customers) in order to recover materially increased costs resulting from regulations adopted by the Federal Communications Commission *in the Matter of Unbundled Access to Network Elements and Review of the Unbundling Obligations of Incumbent Local Exchange Carriers*, (CC Docket 01-388 and WC Docket 04-313). The ARC is calculated by application of a percentage to each customer's total monthly recurring charges (MRCs). The ARC percentage to be applied will be determined by the customer's total MRCs on its monthly invoice. The chart below shows the ARC percentage that will be applied based on the MRCs.

LOCAL EXCHANGE SERVICES

**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.4 Small Business Basic Business Local Line Service**

**A. Description**

Small Business Basic Business Local Line Service is a service available to customers who subscribe to a single end-user access line. This service provides a Customer with a single analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Small Business Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

(T)  
(T)

Each Small Business Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way

**B. General**

Message Rate Small Business Basic Business Local Line Service: Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the Customer's service in addition to a base monthly charge. Measured Rate Small Business Basic Business Local Line Service: Calls to points within the local exchange area are charged on the basis of the number of completed minutes originating from the Customer's service, mileage steps, and time periods in addition to a base monthly charge.

**C. Recurring, Nonrecurring, and Usage Charges**

Charges for each line include a monthly recurring service charge and applicable usage charges. Nonrecurring charges also apply as described in this Tariff.

<b>Business</b>	<b>Measured Max</b>	<b>Message Max</b>
Small Business Basic Business Local Line		
Access Area B	\$57.30	\$75.75
Access Area C	\$60.30	\$78.75
Access Area D	\$68.25	\$86.70
Central Office Connection Charge	\$75.00	\$75.00
Line Connection Charge	\$100.00	\$100.00
	<b><u>Monthly Recurring Charge - Maximum</u></b>	
Local Call Detail Billing	\$7.50	

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.5 Local Exchange Usage**

Two types of local exchange usage are available: measured and message.

**A. Measured Rate Services**

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

**1. Distance**

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations, determined in the same manner as message toll rate distances.

**2. Duration**

- a. A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.
- b. A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.
- c. 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 the automatic timing equipment in the telephone network.
- d. Chargeable time does not include time lost because of faults or defects in the service.

Effective: August 10, 2011

**LOCAL EXCHANGE SERVICES**

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.5 Local Exchange Usage, (Cont'd.)**

**A. Measured Rate Services, (cont'd.)**

**3. Time of Day**

a. Discounts apply to the total charges for local measured usage during certain time periods as outlined below:

No discount	8:00 AM to 9:00 PM*	Monday through Friday
50% discount	9:00 PM to 8:00 AM*	Monday through Friday
(All day Saturday, Sunday and Holidays)		

\*To, but not including.

b. The holidays on which a 50% discount applies are Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, or on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1, or July 4 respectively.

c. In cases where a local measured usage begins in one time period and ends in another, the charges in effect at the time the message starts apply to the entire message.

4. The charges for local measured usage are based on summary billing for such usage by mileage step, initial period calls and total additional minutes of usage per mileage step. The charges will also be separated by time period. Special billing of local measured usage charges requiring the assistance of a Company operator will not be provided.

**5. Local Measured Usage Charge Schedule**

<b>Rate Mileage</b>	<b>Initial Minute or Fraction thereof</b>	<b>Additional Minute or Fraction thereof</b>
	<b>Max</b>	<b>Max</b>
0-10	\$0.108	\$0.027
11-22	\$0.122	\$0.041
23 and over	\$0.135	\$0.054

**LOCAL EXCHANGE SERVICES**

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.5 Local Exchange Usage, (Cont'd.)**

**B. Message Rate Services**

Message Rate Service consists of fixed monthly rate for usage packages which include a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

**1. Rates and Charges - (Note: Access Line Monthly Rates apply in addition.)**

<b>Description</b>	<b>Usage Package Monthly Rate</b>
Business Line	\$18.45
Business Trunk	\$30.00

**(a) Local Message Allowances and Charges**

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

<b>1) Usage Package Allowances</b>	<b>Max</b>
Business (All)	200

**2) The charge per additional local message is:**

<b>Max</b>	<b>\$0.24</b>
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Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.5 Local Exchange Usage, (Cont'd.)**

**B. Message Rate Services, (cont'd.)**

**1. Rates and Charges, (continued)**

**(a) Local Message Allowances and Charges, (continued)**

- 3) "Schools" as used herein is limited to those institutions which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code.

The allowances and charges for message rate services apply to schools, except, that no charges will apply for total local messages in excess of the usage package for the following, each month:

	<b>Max</b>
Per Line	600
Per Trunk	1,200

Note: This provision is not applicable to non-residence service used for customer-owned, coin-operated telephones, either located on school property, or owned, leased, rented, operated or controlled by a school board or other educational institution.

The above exception applies only where the local exchange service is used by schools for administrative purposes and where all telephones associated with such local exchange service are located in areas not accessible to the general public.

Effective: August 10, 2011

LOCAL EXCHANGE SERVICES

SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)

4.5 Local Exchange Usage, (Cont'd.)

C. Local Calling Plus

When ordered by the Public Utilities Commission of Ohio between specific exchanges, all rules and regulations for local message charges for Measured Rate Service specified in the Ameritech tariff are applicable to Local Calling Plus. However, Measured Rate Service is not required to take advantage of Local Calling Plus. It is available to all measured, message, and flat rate service residence and non-residence customers.

1. Local Calling Plus Charge Schedule

a. Peak

Rate Mileage	Initial Minute or Fraction thereof	Additional Minute or Fraction thereof
	Max	Max
0-10	\$0.160	\$0.040
11-22	\$0.180	\$0.060
23 and over	\$0.200	\$0.080

b. Off Peak

Rate Mileage	Initial Minute or Fraction thereof	Additional Minute or Fraction thereof
	Max	Max
0-10	\$0.160	\$0.040
11-22	\$0.180	\$0.060
23 and over	\$0.200	\$0.080

Effective: August 10, 2011

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LOCAL EXCHANGE SERVICES

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**SECTION 4 - SERVICE DESCRIPTIONS - CATEGORY TWO, (CONT'D.)**

**4.5 Local Exchange Usage, (Cont'd.)**

**C. Local Calling Plus, (continued)**

**2. Availability**

Local Calling Plus is provided in the following exchanges:

<b>Exchange in which service is offered</b>	<b>Exchange(s) which can be called</b>
Berea	Elyria, North Eaton
Chagrin Falls	Burton
Cleveland	Avon Lake, Burton, East Claridon, Elyria, Grafton, Leroy, Montville, Newbury, North Eaton, Perry, Valley City
Hillcrest	East Claridon
Mentor	Leroy, Perry
North Royalton	Elyria, North Eaton
Painesville	Chardon, Madison, Montville
Strongsville	Elyria, North Eaton
Terrace	Burton
Trinity	Avon Lake, Elyria, North Eaton
Victory	Elyria, North Eaton
Willoughby	Leroy, Perry

**4.6 911 Access Line Service**

Access line/trunk for 911 connectivity between the 911 selective router and the Public Service Answering Point (PSAP) serving the area where the subscriber resides. Service is furnished for use only to communicate between an emergency caller and the call taken at the local PSAPs. No usage charges apply to calls between the subscriber and the 911 center.

**Monthly Rate**  
Access line/trunk to local PSAP

**Maximum**  
\$60.00



Effective: Date August 9, 2011

LOCAL EXCHANGE SERVICES

SECTION 5 - PRICE LIST - CATEGORY ONE

The following sections will apply to customers who are served by a Central Office where the former XO Ohio, Inc. has facilities and to existing Customers of XO Ohio, Inc. as of February 25, 2005.  
**Category One - Sections 5.1. thru 5.6**

**5.1 Local Line Rates**

**TIER ONE RATES - XO Basic Line Service - Local Only**

No. Lines	Monthly	One Year	Two Years	Three years +
1	\$25.50	\$24.00	\$23.00	\$22.00

**TIER TWO RATES - XO Basic Line Service - Local Only**

No. Lines	Monthly	One Year	Two Years	Three years
1	\$25.50	\$24.00	\$23.00	\$22.00

Monthly Recurring Charges (grandfathered after March 7, 1998)

**Basic Local Line - Line Charge**

Month-to-Month	\$23.50
1 year	\$22.00
3 year	\$19.50

Flat Rate Local Calling, non recurring per line	\$11.00
Service Connection Charge (per line)	\$45.00

TIER ONE RATES	Per Call
Month-to-month:	\$0.070
Term Plan	\$0.072

TIER TWO RATES	\$0.072
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**Extended Local Calls (ELC)**

Mileage	8 AM to 9 PM, Monday-Friday		All Other Times	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
0-10	\$0.038	\$0.010	\$0.019	\$0.005
11-22	\$0.043	\$0.014	\$0.021	\$0.007
23+	\$0.048	\$0.019	\$0.024	\$0.0095

Unlimited Local Calling (per month):	\$24.00
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**Measured Rate Service**

Initial Minute	Peak \$0.044
Initial Minute	Off-Peak \$ 0.0185

LOCAL EXCHANGE SERVICES

**SECTION 5 - PRICE LIST - CATEGORY ONE, (CONT'D.)**

**5.2 Usage Options, (Cont'd.)**

**Measured Rates**

**Basic**

**Peak**

Initial Minute \$ 0.0300

**Off-Peak**

Initial Minute \$ 0.0150

**5.3 Business 2002**

**A. Small Business Basic Business Lines**

Small Business Basic Business Local Line	<b>MRC</b>	<b>NRC</b>	
One Year Term	\$37.84	\$53.00	(I)
Two Year Term	\$36.03	\$53.00	
Three Year Term	\$36.03	\$53.00	(I)

**B. Usage**

**1. Measured Rate Usage**

**Peak**

Initial Minute \$ 0.0300

**Off-Peak**

Initial Minute \$ 0.0150

**2. Message Rate Usage**

Per Message Rate \$ 0.07

**3. Extended Local Calls (ELC)**

Mileage	8 AM to 9 PM, Monday-Friday		All Other Times	
	Initial Minute	Each Additiona Minute	Initial Minute	Each Additional Minute
0-10	\$0.038	\$0.010	\$0.019	\$0.005
11-22	\$0.043	\$0.014	\$0.021	\$0.007
23+	\$0.048	\$0.019	\$0.024	\$0.0095

LOCAL EXCHANGE SERVICES

**SECTION 5 - PRICE LIST - CATEGORY ONE, (CONT'D.)**

**5.4 Service Order Charges**

	<b><u>NRC:</u></b>
Line Restoral Charge	\$20.00 per line
PIC Change Charge	\$5.00 per Line, Trunk, or Port (manual) \$1.25 per Line, Trunk, or Port (electronic)
Primary Service Order Charge	\$50.00 per order
Record Order Charge	\$15.00 per order
Subsequent Order Charge	\$50.00 per order
Technician Visit Charge*	\$150.00 per occurrence

**5.5 Access Recovery Charge**

Total MRC	Charge Percentage	Total MRC	Charge Percentage
\$0.00-100.00	16.00%	\$7,500.01-10,000.00	5.00%
\$100.01-200.00	15.00%	\$10,000.01-20,000.00	4.70%
\$200.01-400.00	14.00%	\$20,000.01-30,000.00	4.50%
\$400.01-600.00	10.50%	\$30,000.01-40,000.00	4.30%
\$600.01-800.00	9.50%	\$40,000.01-50,000.00	4.10%
\$800.01-1000.00	8.50%	\$50,000.01-75,000.00	3.90%
\$1,000.01-1,500.00	7.50%	\$75,000.01-100,000.00	3.70%
\$1,500.01-2,500.00	7.00%	\$100,000.01-250,000.00	3.50%
\$2,500.01-5,000.00	6.50%	\$250,000.01-500,000.00	3.40%
\$5,000.01-7,500.00	5.25%	\$500,000.01 +	3.30%

**5.6 Supplemental Change Charge**

<b>NON-RECURRING CHARGES</b>			
<b>Timeframe of Change Request</b>			
Monthly Recurring Charge Range	Within 2 Business Days of Order Acceptance	On or after 3 <sup>rd</sup> Business Day after Order Acceptance and up to the 5 <sup>th</sup> Business Day Prior to Due Date	Within 5 Business Days of Due Date
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

**5.7 Administrative Service Fee**

3.5% of customer's total Monthly Recurring Charges

(N)  
|  
(N)

LOCAL EXCHANGE SERVICES

SECTION 6 - PRICE LIST - CATEGORY TWO

The following sections will apply to customers who are served by a Central Office where the former Allegiance Telecom of Ohio, Inc. has facilities and to existing Customers of XO Ohio, Inc. as of February 25, 2005.  
**Category Two - Sections 6.1 through 6.6**

<b>6.1</b>	<b>Connection Charges</b>	
	<b>A. Line Restoral Charge</b>	<b>NRC</b>
	Company initiated suspension	\$20.00
<b>6.2</b>	<b>Service Order Charges</b>	
		<b>NRC</b>
	<b>Account Setup Fee</b> , per account, per location (Applies when establishing a new account with the Company)	\$25.00
	<b>Primary Service Order Charge</b> , per order (to add or Change existing service)	\$50.00
	<b>Record Order Charge</b> , per account (Applies when the Company must make charges to its records due to a customer requested change in service)	\$15.00
	<b>Single Line Connection Charge</b> , per Line or Trunk (Applies when new or add'l service is established)	\$24.35
	<b>Subsequent Service Order Charge</b> per order (adding features, changing existing features, telephone number change)	\$50.00
	<b>Technician Visit Charge*</b> , per occurrence (Applies to add, move, or change requests requiring a technician to be dispatched for work to be completed)	\$150.00
<b>6.3</b>	<b>Presubscription-2 (PIC)</b>	
		<b>NRC</b>
	Per line, trunk, or port (manual change)	\$5.00
	Per line, trunk, or port (electronic change)	\$1.25

LOCAL EXCHANGE SERVICES

**SECTION 6 - PRICE LIST - CATEGORY TWO, (CONT'D.)**

**6.4 Supplemental Change Charge**

Monthly Recurring Charge Range	NON-RECURRING CHARGES		
	Timeframe of Change Request		
	Within 2 Business Days of Order Acceptance	On or after 3 <sup>rd</sup> Business Day after Order Acceptance and up to the 5 <sup>th</sup> Business Day Prior to Due Date	Within 5 Business Days of Due Date
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

**6.5 Small Business Basic Business Local Line**

**A. Recurring and Installation Charges**

	Measured	Message
Access Area B	\$46.56	\$46.56
Access Area C	\$50.61	\$50.61
Access Area D	\$56.69	\$56.69
Central Office Connection Charge	\$13.00	\$13.00
Line Connection Charge	\$24.35	\$24.35

(I)  
|  
(I)

**B. Measured Rate Services**

**1. Local Measured Charge Schedule - Peak**

Rate Mileage	Initial Minute or Fraction thereof	Additional Minute or Fraction thereof
0-10	\$0.0424	\$0.0106
11-22	\$0.0476	\$0.0158
23 and over	\$0.0530	\$0.0212

**2. Off-Peak** rates are 50% off the corresponding Peak rates shown above.

Effective: August 10, 2011

LOCAL EXCHANGE SERVICES

SECTION 6 - PRICE LIST - CATEGORY TWO, (CONT'D.)

6.5 Small Business Basic Business Local Line, (Cont'd.)

B. Measured Rate Services (Business), (Cont'd)

Monthly Rate

Business Line \$ 6.15

C. Local Calling Plus

Peak:

Rate Mileage	Initial Minute or Fraction thereof	Additional Minute or Fraction thereof
0-10	\$0.0480	\$0.0120
11-22	\$0.0540	\$0.0180
23 and over	\$0.0600	\$0.0240

Off Peak:

Rate Mileage	Initial Minute or Fraction thereof	Additional Minute or Fraction thereof
0-10	\$0.0240	\$0.0060
11-22	\$0.0270	\$0.0090
23 and over	\$0.0300	\$0.0120

D. Local Call Detail Billing

Per billing account, per month \$2.95

E. 911 Access Line Service

Access line/trunk to local PSAP \$19.99



Issued: March 5, 2015

Effective: April 4, 2015

LOCAL EXCHANGE SERVICES

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**SECTION 7 – CONTRACT TARIFFS**

**7.1 Contract Tariff Option 101**

**7.1.1 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:

<b>Rate/Service Element</b>	<b>Tariff Section</b>
Small Business Basic Business Line	3.8.1

**7.1.2 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 April 4, 2015 through July 31, 2015 (the "Subscription Period");
- B.** The customer must order new installations of at least one of the following services listed above in Section 7.1.1.
- 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 101, 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 101.

**7.1.3 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.

**7.1.4 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 7.1.1 will apply for the Subscribed Service.

Issued: March 5, 2015

Effective: April 4, 2015

LOCAL EXCHANGE SERVICES

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**SECTION 7 – CONTRACT TARIFFS, (CONT'D)**

**7.1 Contract Tariff Option 101, (Cont'd)**

**7.1.4 Terms and Conditions. (Cont'd)**

- B.** The discount set forth in 7.1.5 will be applied to the products outlined in Section 7.1.1 above in use beginning April 4, 2015 with the rates discounted as set forth in Sections 7.1.5 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.

**7.1.5 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>
Small Business Basic Business Line	5.3.A	4.3%

Issued: March 5, 2015

Effective: April 4, 2015

LOCAL EXCHANGE SERVICES

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**SECTION 7 – CONTRACT TARIFFS, (CONT'D)**

**7.2 Contract Tariff Option 102**

**7.2.1 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:

<b>Rate/Service Element</b>	<b>Tariff Section</b>
Small Business Basic Business Line	3.8.1

**7.2.2 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 April 4, 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.

**7.2.3 Service Period:** The Service Period for the Subscribed Services under this Option 102 is calculated as explained in 7.2.2.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.

Issued: March 5, 2015

Effective: April 4, 2015

**LOCAL EXCHANGE SERVICES**

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**SECTION 7 – CONTRACT TARIFFS, (CONT'D)**

**7.2 Contract Tariff Option 102, (Cont'd)**

**7.2.4 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 7.2.1 apply for the Subscribed Services.
- B.** The discount set forth in 7.2.5 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 7.2.4.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.

**7.2.5 Rates and Charges**

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

**A. Service**

<b>Rate/Service Element</b>	<b>Tariff Section</b>	<b>Discount Percentage</b>
Small Business Basic Business Line	5.3.A	4.3%

Issued: July 9, 2015

Effective: August 9, 2015

LOCAL EXCHANGE SERVICES

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**SECTION 7 – CONTRACT TARIFFS**

**7.3 Contract Tariff Option 103**

**7.3.1 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>
Small Business Basic Business Line	3.8.1

**7.3.2 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 7.3.1.
- 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.

**7.3.3 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.

**7.3.4 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 7.3.1 will apply for the Subscribed Service.

Issued: July 9, 2015

Effective: August 9, 2015

LOCAL EXCHANGE SERVICES

SECTION 7 – CONTRACT TARIFFS, (CONT'D)

7.3 Contract Tariff Option 103, (Cont'd)

7.3.4 Terms and Conditions. (Cont'd)

- B. The discount set forth in 7.3.5 will be applied to the products outlined in Section 7.3.1 above in use beginning August 9, 2015 with the rates discounted as set forth in Sections 7.3.5 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.

7.3.5 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>
Small Business Basic Business Line	5.3.A	4.3%

Issued: July 9, 2015

Effective: August 9, 2015

LOCAL EXCHANGE SERVICES

SECTION 7 – CONTRACT TARIFFS, (CONT'D)

7.4 Contract Tariff Option 104

7.4.1 **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:

Rate/Service Element	Tariff Section
Small Business Basic Business Line	3.8.1

7.4.2 **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 104, 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.

7.4.3 **Service Period:** The Service Period for the Subscribed Services under this Option 104 is calculated as explained in 7.4.2.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.

Issued: July 9, 2015

Effective: August 9, 2015

LOCAL EXCHANGE SERVICES

SECTION 7 – CONTRACT TARIFFS, (CONT'D)

7.4 Contract Tariff Option 104, (Cont'd)

7.4.4 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 7.4.1 apply for the Subscribed Services.
- B. The discount set forth in 7.4.5 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 7.4.4.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.

7.4.5 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>
Small Business Basic Business Line	5.3.A	4.3%