
UTAH LOCAL EXCHANGE SERVICES PRICE LIST

Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement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

Effective November 30, 2020, the services in this tariff are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and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 A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement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

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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 Utah under the terms of this price list.

Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list 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

2.1.2.1 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.

2.1.2.2 The furnishing of service under this price list 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 45 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein. (C)
- 2.1.3.2** Customers may be required to enter into written Service Order Agreement 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 price list.
- 2.1.3.3** A Service Order Agreement shall set forth an initial term which shall begin on the service commencement date. If no initial term is set forth, the term of the Agreement is month to month. Except for month to month Customers, at the expiration of the initial term specified in a Service Order Agreement, or in any extension of thereof, unless Customer has provided notice of its intent to terminate service, the Company will notify Customer, in writing, at least forty-five (45) days prior to the expiration of the Agreement, regarding the pending expiration of and the automatic renewal of the Agreement. If Customer does not cancel the agreement before the end of the term, the Agreement will automatically renew for a similar term and at the rates specified in the Service Order Agreement (unless otherwise stated in the notice) and applicable tariffs or price lists.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.3 Terms and Conditions, (Cont'd)**

2.1.3.4 This price list shall be interpreted and governed by the laws of the State of Utah without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. 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 assign, designate or change telephone 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 or as required by a regulatory body or law.

2.1.3.6.1 In the event that Customer anticipates its need for Company services will increase, Company may, at Customer's request, reserve telephone numbers to meet Customer's expected growth. Company will reserve telephone numbers for a maximum forty-five (45) day period (the "Reservation Period"). Customer must place the reserved numbers in-service prior to termination of the Reservation Period. Otherwise, pursuant to federal regulations, the reserved numbers will return to Company's telephone number inventory at the termination of the Reservation Period. A renewal of the Reservation Period is not permitted. Company will make all attempts to reserve the specific telephone numbers identified by the Customer. Company reserves the right to substitute numbers when necessary in the conduct of its business or as required by a regulatory body or by law.

2.1.3.7 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 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to 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 Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provisions.

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UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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 price list 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 price list.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, 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.

2.1.4.2 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.

2.1.4.3 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.

2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.4 Liability of the Company, (Cont'd)**

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

2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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

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

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.4 Liability of the Company, (Cont'd)**

- 2.1.4.10** The Company shall 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.
- 2.1.4.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Utah service.
- 2.1.4.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.1.4.13** THE COMPANY 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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 Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable 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.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. The Company also reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

2.1.6.2 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.6 Provision of Equipment and Facilities, (Cont'd)**

2.1.6.3 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.

2.1.6.4 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 price list, the responsibility of the company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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

2.1.7 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.1 Undertaking of the Company, (Cont'd)****2.1.8 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, or in hazardous locations in accordance with the provisions of 2.3.1(e). 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 will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. 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.

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(T)**2.1.9 Ownership of Facilities**

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

2.1.10 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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, abuse, fraud or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Abuse and fraud include, but are not limited to, the following activities.

- (a) using service to make calls which might reasonably be expected to frighten torment, or harass another; or
- (b) using service in such a way that it interferes unreasonably with the use of company services by others; or
- (c) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish services; or
- (d) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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.

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 price list;
- (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;

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UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (Cont'd)****2.3.1 General, (Cont'd)**

- (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 the 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;
- (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 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;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (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.
- (i) 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, unless Customer has subscribed to XO's PS/ALI service as set forth in Section 4.3.

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UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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, the 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.

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 (including reasonable attorney's fees) 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.3 Obligations of the Customer, (Cont'd)****2.3.3 Jurisdictional Nature of Traffic, (Cont'd)**

- (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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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

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

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

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (Cont'd)****2.4.3 Interconnection of Facilities**

- 2.4.3.1** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2** 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 price lists of the other communications carriers which are applicable to such connections.
- 2.4.3.3** Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.4 Customer Equipment and Channels, (Cont'd)****2.4.4 Inspections**

2.4.4.1 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 2.4.2.2 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.

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

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**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. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. 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.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage Charges will be billed in arrears.

2.5.2.3 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by a late factor of 1.50% which is compounded monthly.

2.5.2.6 A \$50.00 charge will be assessed for checks with insufficient funds or non-existing accounts. (I)

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

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 within 30 days of receipt of the 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 Utah Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 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.

2.5.3.2 In the event of a dispute, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for nonpayment.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (Cont'd)****2.5.5 Deposits**

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) one-sixth (1/6) of the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (Cont'd)****2.5.5 Deposits, (Cont'd)**

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue simple interest at an annual rate of 3.5% or such other interest rate set by the Commission.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Commission rules, discontinue or suspend service without incurring any liability.

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

2.5.6.3 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (Cont'd)****2.5.6 Discontinuance of Service, (Cont'd)**

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

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

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (Cont'd)****2.5.6 Discontinuance of Service, (Cont'd)****2.5.6.6 (Cont'd)****2.5.6.6.1 (Cont'd)**

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

(d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of service in such a manner as to interfere with the service of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Upon eight (8) days written notice to the Customer of any sum fifteen (15) or more days past due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.5 Payment Arrangements, (Cont'd)****2.5.6 Discontinuance of Service, (Cont'd)****2.5.6.6 (Cont'd)**

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that (10) day period; or

2.5.6.6.5 Upon eight (8) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant too 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.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, 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 price list.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.6 Term Arrangements****2.6.1 Definition of Term**

As an alternative to month-to-month price listed rates, a qualifying Customer may elect a term arrangement which provides discounting for long-term contracts.

Standard term contracts are provided in one-year, three-year and five-year time periods which apply specified discounts that are congruent to the time period elected by the Customer and agreed upon by the Company.

2.6.2 Term Discounts

Term discounts will be based on the length of the term agreement

The discounted price is based on the price list rates in effect at the time the agreement is signed by the Customer.

Non-recurring charges and service order changes are not included in the term agreement and will be charged as indicated in the price list current at the time of service.

2.6.3 Term Liability

Upon agreement between the Customer and the Company on the term arrangement, the Customer will be required to sign a contractual agreement for the furnishing of services on a term discount pricing basis. This arrangement is effective at the time the agreement is signed by the Customer.

If the Customer cancels all or a portion of the contracted services at any time during the term of the agreement, a termination charge may be applied to the Customer's account in an amount equal to what would otherwise be due for the remaining portion of the contracted term.

2.6.4 Term Continuance

A Customer wanting to continue service beyond the end of the term agreement period may elect to extend the agreement for a period not to exceed 12 months, renegotiate a new term agreement, or continue service at the then current effective price list rates.

 UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)

2.7 Allowances for Interruptions of Service

2.7.1 Credit for Interruptions: In the event that Company is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage, Customer shall be entitled to a credit as set for in XXX below, for all unplanned outages in excess of four (4) hours. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on a subsequent bill to Customer. A Service Outage begins when Company is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected Service is fully operative, subtracting any delay time associated with Company's inability to access the Customer Premise. If the Customer reports Services to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

- (a) To be eligible for an Outage Credit, Customer must submit a request for credit in writing within sixty (60) days of the occurrence that includes the Trouble ticket Number and Circuit ID or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.

- (b) Service Outage for Services:

Service Outage Length

Four (4) hours or less

Between four (4) hours and eight (8) hours

Between eight (8) hours and twenty-four (24) hours

More than twenty-four (24) hours and for each twenty-four (24) and for each twenty-four (24) hours thereafter

Credit per Circuit

None

0.75% of MRC of the Circuit

1.5% of MRC of Circuit

3.3% of MRC of the circuit

capped at 50% of the MRC for any single Service Outage.

Credits are capped at 100% of the MRC for all Service Outages to that same Circuit in any month.

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list 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;

 Issued: January 12, 2005

 Effective: January 18, 2005

Kelly Faul, Regulatory Manager
 11111 Sunset Hills Road
 Reston, VA 20190

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.7 Allowances for Interruptions of Service, (Cont'd)****2.7.2 Limitations on Allowances, (Cont'd)**

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

2.7.3 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 price listed rates and charges for the alternative service used.

2.8 Cancellation of Service**2.8.1. Cancellation of Application for Service**

2.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.8.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less 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.

2.8.1.3 The special charges described in 2.8.1.1. and 2.8.1.2 will be calculated and applied on a case-by-case basis.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.8 Cancellation of Service, (Cont'd)****2.8.2 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 (as defined in 2.7.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

(C)

- (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 price list for the balance of the then current term.

2.9 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.

2.10 Notices and Communications

2.10.1 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.

2.10.2 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.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.10 Notices and Communications,(Cont'd)**

2.10.3 All notices or other communications required to be given pursuant to this price list 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.

2.10.4 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.

2.11 Application of Business And Residence Rates

2.11.1 The application of business or residence rates is dependent upon the character of the primary use, the location of the service and the type of directory listing. If any one of these three factors indicates a business classification, business rates apply to the entire service except as enumerated below.

2.11.2 If it is found that a customer is using residence service for business purposes, the Company will thereafter require the customer to take business services, except in cases where the customer thereafter uses the service in accordance with 2.11.4 following.

2.11.3 Conditions Under Which Business Rates Apply. Business rates apply at all locations where substantial use of the service is occupational rather than social regardless of the location of the service or the type of listing, except as modified in 2.11.4 following.

2.11.3.1 Business rates apply at all locations of a strictly business nature and at such locations as:

Colleges

Clubs (including college fraternity and sorority houses)

Churches except for: services located in the study of a member of the clergy and listed only in his/her name and provided solely for his/her use.

2.11.3.2 Business rates apply whenever the listing of the service is: the name of a firm, company or corporation; or, in any way connotes a business or trade; or, includes the term "office"; or, contains a title indicating a profession, except as modified in 2.11.4 following.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.11 Application of Business And Residence Rates, (Cont'd)**

2.11.4 Specific Conditions Under Which Residence Rates Apply. Residence Rates apply in private residences, or residential apartments or rooms in such locations as hotels, apartment houses, dormitories or boarding houses, when:
the primary use is of a social nature;
the exchange service termination and all customer premises inside wire (*) including associated equipment are in locations which are a part of the customer's domestic establishment;
no business listings are provided.

2.11.4.1 Residence Rates apply to Midwives or Nurses under the conditions specified in 1.A. preceding except that the listing may indicate the profession of the customer.

2.11.4.2 Residence Rates apply in the study of a member of the clergy in a church where the service is listed only in that person's name and provided solely for his/her use.

2.12 Satisfaction Guarantee

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

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.12 Satisfaction Guarantee, (Cont'd)**

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

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

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

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

Except as provided below, this offering is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom XO performed Special Construction or Special Configurations. Special Construction is defined in Section 1 of this price list. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design.

UTAH LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D)**2.13 Service Order Charge**

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

Primary Service Order Charge

Adding lines, moving services, convert product typesa \$50.00 per order (I)

Record Order Charge

Adding or changing directory listings, changing billing account information \$15.00 per order

Subsequent Order Charge

Adding new features, changing existing features \$50.00 per order (I)

PIC Change Charge

Changing interLATA or intraLATA carrier \$5.00 per line

Line Restoral Charge

Re-establishing service after suspension for non-payment \$20.00 per line

Technician Visit Charge

Requests requiring a technician to be dispatched (N)
for work to be completed \$150.00 per occurrence (N)

Some material on this page was moved from Pages 60, 61, 69, 105, 190, 201, 216, 217, 220, 223, 227, 230, 233, 236, 239, & 246.

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