

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

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**Effective January 31, 2020, the services in this product document are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement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**Effective November 30, 2020, the services in this product document are withdrawn for all Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.**

(N)  
|  
(N)

1. Description of Service

1.1 General

**Category One**

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

Section 1  
Section 2  
Section 3  
Section 4  
Section 5  
Section 9

**Category Two**

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

Section 7  
Section 8  
Section 9  
Section 10

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Issued by:

Effective: November 30, 2020

Decision No.  
U-5553-C

Kelly Faul  
Senior Manager, Regulatory Affairs

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**1. Description of Service**

**1.1 General**

The Company undertakes to furnish one-way and/or two-way commercial telecommunications service to business customers pursuant to the terms of this document between points within the State of California.

XO Service consists of any of the services offered pursuant to this document, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities, resold exchange services, transmission facilities provided by other certificated carriers, or a combination of the two. In addition to the provisions set forth in this document, Services offered pursuant to this document are subject to the terms and conditions set forth in Company's document Cal. P.U.C. Schedule CLC5-T and Company's Cal. Terms & Conditions Product Document.

The Company is responsible only for the services and facilities it provides under this document, 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.

Service is provided on the basis of a minimum period of one month, 24 hours per day. For the purpose of computing charges in this document, a month is considered to have thirty (30) days.

The provision of Company's Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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**1. Description of Service (*cont'd*)**

**1.1 General (*cont'd*)**

This document shall be governed and interpreted according to the law of the State of California.

**1.2 Basic Local Exchange Service**

**1.2.1 Basic Service**

Basic Service provides a Customer with a telephonic connection to, and a unique telephone number addressed on, the public switched telecommunications network. Service is available to those Customers located within 300 feet of the Company's telecommunication network. Service beyond 300 feet is subject to the terms and conditions set forth in Company's document Cal. P.U.C. Schedule CLC5-T and Company's Cal. Terms & Conditions Product Document. This service enables users to:

**1.2.1.1** make calls to and receive calls from other stations on the public switched telecommunications network;

**1.2.1.2** access other services offered by the Company as set forth in this document;

**1.2.1.3** access at no charge emergency services by dialing "0" or "9-1-1"; and

**1.2.1.4** access services provided by other common carriers that purchase the Company's Switched Access Services or that maintain other types of traffic exchange arrangements with the Company.

Basic Local Exchange Service provides a Customer with a single voice-grade telephonic communications channel that can be used to place or receive one call at a time. Each line is provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network.

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**1. Description of Service (*cont'd*)**

**1.2 Basic Local Exchange Service (*cont'd*)**

**1.2.2 Directory Listings**

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the service area at no additional charge. At a Customer's option, the Company will arrange for other types of listings and additional listings and will pass onto the Customer the charges, if any, for such listings that the dominant Local Exchange Carrier charges Company. Listings will be non-published at the specific request of the Customer.

**1.2.3 Calling Features**

**1.2.3.1 Call Waiting** - This feature allows the Customer to accept an incoming call even when the Customer is on the line.

**1.2.3.2 Call Forwarding** - This feature allows the Customer to receive incoming calls at a location other than the Customer's premises.

**1.2.3.3 Speed Dialing** - This feature allows the Customer to store up to 20 selected telephone numbers than can be dialed by pressing a single button.

**1.2.3.4 Way Calling** - This feature allows the Customer to access two different callers simultaneously.

**1.2.3.5 Voice Mail** - Audix voice mail allows calling parties to leave recorded oral messages for the Customer that the Customer may access from its premises or from another location.

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**1. Description of Service (*cont'd*)**

**1.2 Basic Local Exchange Service (*cont'd*)**

**1.2.3 Calling Features (*cont'd*)**

**1.2.3.6** Automatic Call Return This feature allows the customer to call back the last incoming call by dialing \*69 on a touch-tone phone. Customer will be billed for any toll charges incurred, if any.

**1.2.3.7** Repeat Dialing (Automatic Recall) - By pressing \*66", a previously stored telephone number will be automatically dialed and will alert the calling party when the called party line is available to take the call.

**1.3 Integrated Services Digital Network (ISDN)**

ISDN supports the simultaneous use of voice and data over the same access line. ISDN provides a completely digital transmission. XO ISDN is available as Primary Rate Interface (PRI).

PRI consists of twenty-three bearer (B) channels and one data (D) channel. With PRI, the B channels can carry voice conversations at 1.544 mbps. Again, the Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the Customer. XO is not responsible if any changes in the provisioning of ISDN PRI result in the obsolescence of Customer's equipment or the need for the Customer to modify or change their Customer premise equipment. Additional, ISDN PRI are subject to the availability of company facilities.

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**1. Description of Service (*cont'd*)**

**1.4 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 4.1.B.3 surcharges as specified in Section 4.7.3 will apply:

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

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

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

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

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

**1.5 Referral Service**

**1.5.1 Primary Number Referral Service**

An automated system that repeats the called number and provides the status of service or a reference to a new number. Primary Number Referral Service will remain in place on the primary number for six months.

**1.5.2 Additional Number Referral Service**

An automated system that redirects calls to sequential XO numbers to one common message that provides the status on service or a reference to a new number.

**1.6 XO Integrated Access Service**

XO Integrated Access Service is a bundled service offering that requires the Customer to purchase, at the same customer location, local exchange service, message toll service and Internet services from the Company. This Service is available to Customers in the Pacific Bell service territory only. The standard configuration involves having a single DS-1 to the Customers' premises. In order to get the following pricing for this service, the Customer must purchase a minimum of 10 local exchange lines or channels. Further, the Customer must, at a minimum, sign a minimum one-year service contract in order to get the Integrated Access Service offering.

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**1. Description of Service (*cont'd*)**

**1.7 XO Premium Line/Trunk Service**

XO Premium Line/Trunk Service is an Optional Calling Plan to other Business Line, Centrex and Trunk service offerings listed within this document. In order to receive Service under the XO Premium Line/Trunk Service calling plans, Customers must meet the criteria specified for each service.

**1.8 XO Multi-Rate PRI Service**

XO Multi-Rate PRI Service is an inbound Service that allows Customers to receive traffic from multiple rate centers while maintaining a local presence in each rate center through use of a consolidated PRI or inbound-T-1. The Customer will receive traffic via telephone numbers assigned to foreign rate centers. PRI consists of twenty-three bearer (B) channels and one data (D) channel. With PRI, the B channels can carry voice conversations at 1.544 mbps. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable. Customer Premise Equipment that is compatible with this service is the responsibility of the Customer. XO will not be responsible for any changes in the provisioning of this service due to the obsolescence of Customer's equipment or the need for the Customer to modify or change their Customer Premise Equipment. This Service is subject to the availability of facilities. Customer and XO, agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters XO's ability to offer the current contract rate, upon 30 days written notification to Customer, XO may migrate the Customer to the Off-Net Price Plan for remainder of Customer's term commitment. If XO chooses to migrate customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to XO after receipt of the XO migration notice.

**1.9 XO Inbound PRI Service**

XO Inbound PRI Service is a high inbound only Primary Rate Interface ISDN service. This service is available to Internet Service Providers and Application Service Providers. XO Inbound PRI Service is a DS-1 level service that provides trunk-side access from a customer's premise to the local XO central office. Service will be delivered to the customer premise on a digital basis only. The customer may elect to convert the digital signal to analog using customer provided channel banks at their own discretion, but XO will not provide this as part of the service.

XO Inbound PRI is a dedicated inbound-only service that cannot be used to originate or terminate domestic long distance switched calls and is designed to support high inbound call volumes. Rates are offered under two pricing plans described in Section 4.17 of this document. Pricing is based on whether the Customer service location is On-Net or Off-Net. For purposes of this offering, On-Net service shall mean service to the Customer service location is provided entirely by XO over its own fiber or wireless facilities, or when Customer is collocated with XO. Off-Net service shall mean service to the Customer service location is not provided entirely by XO over its own fiber or wireless facilities. Instead, service to the Customer service location is provided through the use, purchase or lease of the facilities of another local access provider other than XO, including the use of unbundled network elements or Type II facilities. A minimum one year term commitment is required with this service offering.

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**1. Description of Service (cont'd)**

**1.9 XO Inbound PRI Service (cont'd)**

Customer and XO, agree that in the event of a decision by a regulatory authority at the federal, state or local level, including but not limited to the approval of a new ILEC interconnection arrangement, which alters XO's ability to offer the current contract rate, upon 30 days written notification to Customer, XO may migrate the Customer to the Off-Net Price Plan for remainder of Customer's term commitment. If XO chooses to migrate customer to an Off-Net Price Plan for the remainder of Customer's term commitment, Customer may cancel service without penalty upon 30 days written notice to XO after receipt of the XO migration notice.

**1.10 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 types \$50.00 per order

**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

**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 for work to be completed \$150.00 per occurrence

**1.11 Access Recovery Charge**

The Access Recovery Charge ("ARC") is a monthly charge designed to recover increased network costs for access circuits used to provide Service to customers, including but not limited to increases due to FCC or other governmental or regulatory actions or judicial determinations made in connection with incumbent local exchange carrier charges for such circuits. XO reserves the right to add, change or delete Access Recovery Charges upon notice to Customer. 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.

This Access Recovery Charge will be assessed on all local exchange services.

| <b>Total MRC</b>    | <b>Charge Percentage</b> | <b>Total MRC</b>        | <b>Charge Percentage</b> |
|---------------------|--------------------------|-------------------------|--------------------------|
| \$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%                    |

