
LOCAL EXCHANGE SERVICES PRODUCT GUIDE

Effective January 31, 2020, the services in this product guide are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement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

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XO Communications Services, LLC

Regulations and Schedule of Rates and Charges

Applying to Local Exchange Services

Within the State Of Colorado

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access - Is connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Advance Payment - Payment of all or part of a charge required before the start of service.

Anonymous Call Rejection - This feature allows subscribers with or without Calling Number Delivery and/or Calling Name Delivery to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected. If the display information is not available due to network restrictions or other reasons, the receiving customer premises equipment (telephone or adjunct)-if equipped-is presented with a message to indicate the unavailability of the calling information. Rejected calls are sent to a service provider announcement. An operator in case of emergency can override Anonymous Call Rejection.

Assume Dial "9" - A system feature that eliminates the need for all Centrex users in the same Centrex group to dial an access level "9" to access the PSTN. All lines in the Centrex must be configured as Assume Dial 9 or none.

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.

Auto Answer Back - The Auto Answer Back feature, when implemented on a Meridian Business set, allows any incoming call to the Primary Directory Number (PDN) of the set to be automatically answered after 4 seconds. Conversation takes place through a hands free unit. This feature requires the use of a hands free Meridian Business Set.

Automatic Call Back - The subscriber can automatically place a call to the last number they dialed without having to redial the full number, whether the call was answered, unanswered or busy. The number last called is rung again if the line is idle and the call goes through. If the line is busy, the subscriber will hear a special announcement and the DMS will continue to monitor the called number. When the number is idle again the subscriber will receive a special ring on their phone or a tone if they are on another call. When the subscriber picks up the phone the connection is made. This service is limited to calls within the LATA.

Automatic Line (Hotline) - Directs the line to automatically call a preassigned number when a line user lifts the handset.

Automatic Recall/Repeat Dialing - Allows the subscriber to automatically place a call to the last number that tried to call them. This allows the subscriber to easily return missed calls. When activated, if the line is busy, the subscriber will hear a special announcement and the DMS will continue to monitor the called number. When the number is idle again the subscriber will receive a special ring on their phone or a tone if they are on another call. When the subscriber picks up the phone the connection is made. This service is limited to calls within the LATA.

Automatic Route Selection-Basic (ARS- Basic) - This feature allows Centrex users to automatically select the preferred dedicated route for a PSTN call. The user dials an access level i.e. "9" and the call is routed over the correct dedicated facility for the call type based on routing choices predetermined by the customer and programmed into the Centrex switch. Routing patterns are based on three-digit screening using NPA's only.

Call Forward Busy - Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer - Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable - Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Forwarding of Call Waiting Calls - This service provides the capability to forward unanswered waiting calls to a subscriber-designated DN by using the combined call treatments of Call Waiting and Call Forward Don't Answer. An incoming call to a busy line first receives standard call waiting treatment in which the called party hears an audible tone and the calling party hears audible ringing. If the call is not answered after a period of time that is equal to the time-out value of Call Forward Don't Answer, the incoming call is given Call Forward Don't Answer treatment and is forwarded to a subscriber-designated DN.

Call Forward Doesn't Answer Ring Select (Subscriber Programmable Ringing) - Allows the subscriber with the Call Forward Doesn't Answer option to program the number of rings before a call is forwarded. The subscriber dials an access code, receives a special dial tone, and enters the desired number of rings, from two to nine. A confirmation tone is provided if the operation is successful, and from this point on any incoming call that is unanswered is forwarded after the newly specified number of rings. The new ringing time-out value stays in effect until it is changed.

Call Hold - Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park - Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup - Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Return - Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Call Transfer/Consultation/Conference - Provides the capability to transfer or add a third party, using the same line.

Call Waiting - Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel - Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Call Waiting Display of Caller ID - On Call Waiting calls the calling party's name or number will be displayed along with the audible CWT tone.

Caller ID Name and Number - Adds the display of the calling party's name to Calling Number Delivery.

Calling Number Delivery - Identifies the 10-digit number of the calling party.

Caller ID Privacy - Blocks the delivery of customer's Caller ID information on a per trunk group basis. Available with Digital PBX, PRI and Digital Total Communications services, except where there are restrictions.

Calling Number Delivery Blocking - Blocks the delivery of the number to the called party on a per call or per line basis.

Collocation - An arrangement whereby one company's switching equipment is located in another local exchange company's central office or switch facilities.

Company - XO Communications Services, LLC, a Delaware corporation, which is the issuer of this Product Guide.

Commission - The Colorado Public Utilities Commission.

Complete Line Blocking from Caller ID - Allows Customers to automatically block the disclosure of their directory number and name on all originating calls. The option precludes the originating Customer's telephone number and name, including Customers with nondirectory listed service or a Non Published Number, from being displayed on the terminating Customer's Caller ID display device(s). There is no charge associated with line blocking for the initial request. Subsequent requests to add line blocking will incur a service order charge.

Conference/Six-Way - The User can sequentially call up to five other people and add them together to make up a six-way call.

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 Product Guide regulations.

Customer Group Dialing Plan - A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

Digital Facility Interface (IXC T-1 Access) - This termination provides a digital interface for a high capacity (T-1) facility that terminates to a customer's Centrex system. This service provides for the termination of 24 circuits within the Centrex to another Centrex, PBX or to a Long Distance Carrier (IXC). Two digital facility interfaces will be needed to connect two Centrex systems, one for each Centrex. The cost of the Digital Facility Interface is in addition to the T-1 private line.

Direct Connection (Hot Line) - Direct Connection (Hot Line) service is an automatic dialing feature, which provides the customer the ability to establish a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined number. Calls cannot be traced and 911 service is not accessible.

Direct Inward Dialing (“DID”) - A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Directed Call Pickup - Allows a Centrex station user to answer incoming calls that ring on another station within a pre-set group by dialing a feature activation code and the extension number of the station being answered. The maximum number of members in a Directed Call Pickup Group is 75.

Distinctive Ringing/Call Waiting - With this service, incoming calls from up to 12 DNs (DMS-100) can be automatically identified by distinctive ringing. A distinctive ringing pattern (short-long-short for the DMS-100) accompanies incoming calls from the designated DNs. If a subscriber is engaged in conversation and a call from one of the designated DNs arrives, a distinctive call waiting tone (short-long-short) accompanies the incoming call. Calls from all other DNs ring normally.

Do Not Disturb - Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency (“DTMF”) - The pulse type employed by tone dial (touch tone) Station sets.

Electronic Set Interface per PDN - This feature allows for the connection of a Business Set to the Central Office through a special interface card

Executive Busy Override - Allows a station to gain access (barge-in) to a busy station by flashing the switch hook when a busy is reached and dialing a feature activation code. This feature is also available for MADN groups, MCA and SCA.

Executive Busy Override Exempt - Block a station using Executive Busy Override from entering a call that the EBX station user has made or received.

Fast Transfer - This feature—which provides Transfer on Release capability—speeds up call handling for Meridian Business Set (MBS) users by: Reducing the number of keystrokes needed to transfer a call eliminating the need to first conference the call. The Transfer on Release capability enhances Three-Way Call/Call Transfer (3WC/CXR) feature.

Hunting - Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

Intercept - Provides a recorded announcement of the status of the number dialed; disconnected, number changed, etc.

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.

Least Idle Trunk Selection (“LIDL”) - LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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.

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

Mbps - Megabits, or million bits per second.

Message Waiting - This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (“MIDL”) - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers - A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency (“MF”) - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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.

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

Originating Off-Net - A call originating on and placed via facilities neither owned nor leased by the Company.

Originating On-Net - A call originating on and placed via facilities owned or leased by the Company.

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.

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

Privacy Release - Allows a Business Set user to establish a conference call among private MADN-SCA members and an external party. A maximum of 30 parties are permitted in a single connection depending on the number of members of the MADN group.

Product Guide/Product Document - The terms Product Guide and Product Document are used interchangeably in this document.

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

Remote Access to Call Forwarding - From any phone anywhere a subscriber can forward their number to another number. Call Forward Remote Activation (CFRA) can be accessed from any DTMF telephone simply by dialing an access code and a personal identification number (PIN). If Call Forward is already in effect, the forward-to number can be changed by dialing the access code, the PIN, and the new forward-to destination.

Selective Call Acceptance - Allows the subscriber to set up a list of up to 12 DNs in the DMS indicating numbers that should always be able to call the subscriber. When activated, only callers on this list will be connected to the subscriber's line. All other callers hear an announcement.

Selective Call Forwarding (SCF) - Allows subscribers to ensure that selected calls reach them when they are away from the office. Incoming calls from up to 12 DNs can be forwarded to another location.

Calls from DNs that are not on the SCF list can be picked up at the office—or receive whatever treatment the subscriber has arranged, such as answering machine or voice mail. If the SCF destination is busy, the originator will receive busy tone. **Selective Call Rejection** - Allows the subscriber to set up a list of up to 12 DNs in the DMS indicating telephone numbers from which the subscriber does not wish to receive calls. When activated a number on the list that tries to call will hear an announcement and will not be connected.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Product Guide, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or oral 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 Product Guide, but the duration of the service is calculated from the Service Commencement Date.

Service Outage - A disruption or degradation of On-Net Service.

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

Simultaneous Call Forward - Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding Customer must subscribe to sufficient facilities to adequately handle calls. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Simultaneous Ring (SimRing) - Enables up to five Directory Numbers (DNs) to ring simultaneously whenever there is a call to a Pilot DN (PDN). The PDN can be any DMS Business line that has subscribed to this service. The PDN and up to four non-pilot DNs can be included in a SimRing group. The phone in the SimRing group that goes off-hook first receives the call.

Speed Call - Provides a User with the option to call pre-selected numbers by dialing a one or two-digit code.

Station - Telephone equipment from or to which calls are placed.

Station to Station Dialing - Allows Centrex users to dial another station within the same Centrex group using the last 2, 3, 4, or 5 digits of the Centrex line number.

Three Way Calling - Allows a station to include a third party on a call. If the originator disconnects from the call the 3-Way call is ended, unless the originator's Business Line has Call Transfer in which case the remaining two callers are joined. The originator is billed for all toll or usage charges.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use service provided under this Product Guide.

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SECTION 2 - RULES AND 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 Colorado under the terms of this Product Guide.

Customers may use services and facilities provided under this Product Guide to obtain access to services offered by other service providers. The Company is responsible under this Product Guide 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 Product Guide 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, in a non-discriminatory manner, consistent with the authority granted to the Company by the Colorado Public Utilities Commission.

2.1.3 Terms and Conditions

- (A) 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 Product Guide, a month is considered to have 30 days. All calculations of dates set forth in this Product Guide shall be based on calendar days, unless otherwise specified herein.
- (B) Customers may be required to enter into a 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 Product Guide.

- (C) 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 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 and Product Guides.)
- (D) This Product Guide shall be interpreted and governed by the laws of the State of Colorado without regard to the State's choice of law provisions.
- (E) Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Product Guide; or
 - 2. the Customer is using the service in violation of the law.
- (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 (H) below.
- (H) 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 provision.

2.1.4 Limitations on 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 Product Guide 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 Product Guide.

- (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 or punitive damages or lost profits 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.
- (D) The Company shall not be liable for any act or omission of any entity furnishing to the Company nor 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 that 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.
- (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.
- (N) Failure by the Company to assert its rights pursuant to one provision of this Product Guide does not preclude the Company from asserting its rights under other provisions of this Product Guide.

2.1.5 Force Majeure

Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or a of any department agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delay.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

2.1.6 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 notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.7 Provision of Equipment and Facilities

- (A) 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.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (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 Product Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Product Guide 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.
- (E) 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 Product Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.8 Non-routine Installation

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

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Product Guide, special construction of facilities may be undertaken on a reasonable effort

basis at the request of the Customer. Special construction charges will be determined on a case by case basis. Special construction is construction undertaken:

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

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

2.1.11 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 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.

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.

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 Product Guide;

- (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;
- (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 (D) above; and
- (G)** 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;
- (H)** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (I)** making Company facilities and equipment available 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.

(J) providing Company with the following information that is needed by Company in order to identify the source of certain emergency calls:

1. PBX Information – Customer shall provide Company with detailed information related to multi-location private branch exchanges (“PBX”) and one customer PBXs operating within the Customer’s premises or otherwise connected to Company’s telecommunication service through Customer. Such information shall include the end-user addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer’s failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.
2. Automatic Number Identification – In addition to providing the information requested in 2.3.1.(I).1 above, Customer shall provide and continually update Company with the correct true automatic number identification (ANI) for each telephone line operating through a PBX on Customer’s premises or otherwise connected to Company’s telecommunication service(s) through customer. Customer recognized that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer’s failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone calls.

(K) 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 5.7.3.

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.

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.
- (C) If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Product Guide, 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.

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.

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 Product Guides of the other communications carriers which are applicable to such connections.
- (C) Facilities furnished under this Product Guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this Product Guide.

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. 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.

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

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- (A) All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- (B) 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.
- (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. If any portion of the payment is received after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment

penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1 ½% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within 30 days of the date of the invoice. The late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

- (E) Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$20.00 per check plus any Colorado statutory remedy available to the Company.

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 Colorado Public Utilities Commission in accordance with the Commission's rules of procedure. The Customer may make a formal or informal complaint to the Commission at the following address:

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, Colorado 80202
303-894-2070
800-456-0858(outside metro area)

- (A) The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- (B) The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments for Special Construction

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished for special construction purposes only. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and three months' charges for the service or facility. 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.

2.5.5 Deposits

- (A) Applicants for service or existing Customers 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:

1. two month's charges for a service or facility which has a minimum payment period of one month; or
 2. 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 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.
- (B) A deposit may be required in addition to an advance payment.
- (C) 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. The Company will review accounts of Customers with deposits and shall return the deposits with interest or credit it to the Customer's account if the accounts have been current for the proceeding twelve months.
- (D) Deposits held will accrue interest at the rate specified by the Colorado Public Utilities Commission.

2.5.6 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten business days prior written notice to the Customer, 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 30 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.
- (D) 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.
- (E) 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.

- (F)** The Company may discontinue the furnishings of any and/or all service(s) which the Company is legally entitled to disconnect, to a Customer, without incurring any liability:
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 (F).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) days 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
 - d. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
 - i. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this by this Product Guide; or
 - ii. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - iii. 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. 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
 3. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Product Guide if the noncompliance is not corrected within that (10) day period; or
 4. Upon ten (10) days written notice for non-payment of a bill for service.
- (G)** 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.

- (H) 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 Product Guide.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.

(A) Interruptions of 24 Hours or Less

Interruptions of 24 hours or Less:

Length of Period to be Credited	Interruption Credit
30 minutes up to, but not including 3 hours	1/10 Day
3 hours up to, but not including 6 hours	1/4 Day
6 hours up to, but not including 8 hours	3/4 Day
8 hours up to, but not including 24 hours	One Day

- (B) **Over 24 Hours and Less Than 72 Hours** - Interruptions over 24 hours and less than 72 hours will be credited one day for each 8-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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

Impairment not Interruptions - If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

- 2.6.3 Calculation of Credit Allowances** - For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption (as specified above). Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.4 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this Product Guide 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) 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.

2.6.5 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 rates and charges for the alternative service used found in this Product Guide.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- (A) When a Customer cancels 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 (A) and (B) will be calculated and applied on a case-by-case basis.

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, Customer agrees to pay to the 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 reasonably incurred in connection with:

- (1) all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order Product Guide 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.

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 Product Guide 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.

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this Product Guide may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws the Colorado Public Utility Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Product Guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Product Guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

The Company shall provide personal information to a basic emergency service provider, ALI database provider, or PSAP only if the potential recipient has stated in writing that it has agreed to nondisclosure of the personal information consistent with Rule 10 of the Commission's Rules Prescribing the Provision of Emergency 9-1-1 Services, 4 C.C.R 723-29

2.11 Satisfaction Guarantee

This offer is available to a New Customer, which is defined as a Customer who has not subscribed to any XO service during the one year period prior to subscribing to new XO service. Pursuant to this promotion, a New Customer may cancel its new Service, without incurring contractual penalties, within three (3) months of the Service installation 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 promotion, a New Customer must not have received telecommunications service from another Service Provider at the location to which the new XO services are provided, or the New Customer must switch back to the Service Provider that provided New Customer's telecommunications service prior to New Customer subscribing to the new XO service.

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

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

Except as provided below, this promotion is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom XO performed Special Construction or Special Configurations. Special Construction is defined in Section 2.1.9 of. Special Configuration refers to the situation in which a customer's service connection is established through a non-standard network architecture design. This promotion may be combined with the Voice and Internet Term Contract Promotion – One Month of Service Free promotion.

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.

Effective January 31, 2020, the services in this product guide 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 guide 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 3 – APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Product Guide.

3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

3.3 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:

Telephone number change (charge assessed per number)
Account Change of Ownership
Account, Change of Name
Feature Requests (charge assessed per Feature);

- when adding a feature that does not have a non-recurring charge
- when adding a Standard Feature to existing Centrex service

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Effective November 30, 2020, the services in this product guide 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 4 - SERVICE AREAS AND LOCATIONS

4.1 Exchange Service Areas

An exchange is a geographically defined area established by the Company for the administration of telecommunication services.

4.1.1 List of Exchange Areas And Local Calling Areas

Listed below is a chart indicating the exchange areas and the additional localities outside of the exchange which customers can call without a toll charge. Localities could include other exchanges, zones or specific wire centers within an exchange.

Exchange Area	Exchange Zone or Wire Center Included In The Local Calling Area
Denver Metropolitan	Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City, Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenesburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, Ward, Byers, Deer Trail, Bennett, Strasburg
Lafayette-Louisville	Greater Denver Local Calling Area
Lookout Mountain	Greater Denver Local Calling Area
Morrison	Greater Denver Local Calling Area
Parker	Greater Denver Local Calling Area

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Effective November 30, 2020, the services in this product guide 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 5 - SERVICE OFFERINGS, RATES & CHARGES

5.1 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 cannot 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.

5.1.1 Service Order Charges, Business

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
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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, telephone number change	\$50.00 per order
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Line Restoral Charge

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

PIC Change Charge

Changing long distance or intraLATA carrier	\$3.00 per line (manual) \$1.25 per line (electronic)
---	--

Technician Visit Charge

Requests requiring a technician to be dispatched
for work to be completed

\$150.00 per occurrence

5.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. A Local Line Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Optional features Charges as specified below.

A. Service order charges apply as described in Section 5.1.1 of this Product Guide.

B. Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges Monthly Recurring Charges and Optional Features.

	Non-Recurring Charges
Service Connection Charge (per business line)	\$50.00

Service order charges apply as described in Section 5.1.1 of this Product Guide.

5.1.3 Small Business Basic Business Lines II

Small Business Basic Business Lines II are available to those customers who subscribe to this service as the only local exchange service from the Company. This service provide basic access service and supplies voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). This service includes the following features: 3-Way Calling, Call Transfer, Caller ID Name & Number, Call Forwarding Variable, Call Forwarding Busy, Call Forwarding No Answer, and Sequential Hunting. Small Business Basic Business Line II Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified in this Product Guide as well as all applicable Federal, State and Local Taxes and Surcharges.

(A) Small Business Basic Business Lines II include the following standard attributes at no cost:

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

Blocking Restrictions- Small Business Basic Business Lines II come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International

Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

(B) Small Business Services Basic Business Line II Optional Features:

Small Business Basic Business Line II Customers may order the following Optional Features listed below at the Rates specified below:

- Call Forward Doesn't Answer Ring Select
- Call Waiting with Cancel Call Waiting
- Call Forwarding of Call Waiting Calls
- Speed Calling 8
- Speed Calling 30
- Caller ID per Line Blocking
- Distinctive Ringing/ Call Waiting
- Automatic Line (Hotline)
- Circular Hunting
- Remote Access to Call Forwarding
- Simultaneous Ring
- Anonymous Call Rejection
- Automatic Call Back
- Selective Call Forwarding
- Selective Call Acceptance
- Selective Call Rejection
- Automatic Recall
- Message Waiting Indication- Audible
- Message Waiting Indication- Visual*

(C) Optional Features:

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

- Anonymous Call Rejection
- Automatic Call Back
- Distinctive Ringing/Call Waiting
- Selective Call Forwarding
- Selective Call Acceptance
- Selective Call Rejection
- Automatic Recall
- MWI- Visual

(D) Small Business Basic Business Line II Rates and Charges:

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

<u>Small Business Basic Business Line II</u>	<u>NRC</u>	<u>MRC</u>
1 Year Rate	\$46.00	\$87.16
2 Year Rate	\$46.00	\$82.69
3 Year Rate	\$46.00	\$82.69
<u>Features</u>		
Anonymous Call Rejection	\$ 9.00	\$ 4.00
Call Forward No Answer Ring Select	\$ 9.00	\$ 3.00
Call Forwarding of Call Waiting Calls	\$ 9.00	\$ 3.00
Call Waiting w/ Cancel Call Waiting	\$ 9.00	\$ 6.00
Distinctive Ringing w/ Call Waiting Tone	\$ 9.00	\$ 1.00
Automatic Line	\$ 9.00	\$ 2.00
Circular Hunting	\$ 9.00	\$ 3.00
Sequential Hunting	\$ 9.00	\$ 3.00
Last Call Return	\$ 9.00	\$ 3.00
<u>Features</u>	<u>NRC</u>	<u>MRC</u>
SimRing	\$14.00	\$ 8.00
Remote Access to Call Forwarding	\$ 9.00	\$ 7.00
Repeat Dialing (Automatic Recall)	\$ 9.00	\$ 3.00
Selective Call Acceptance	\$ 9.00	\$ 3.00
Selective Call Forwarding	\$ 9.00	\$ 3.00
Selective Call Rejection	\$ 9.00	\$ 3.00
Speed Calling – 30 Numbers	\$ 9.00	\$ 4.00
Speed Calling – 8 Numbers	\$ 9.00	\$ 3.00

5.1.4 Business Services Basic Business Lines II

Business Services Basic Business Lines II are available to those customers who subscribe to other non-Basic Business Line services from the Company. This service provide basic access service and supplies voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). This service includes the following features: 3-Way Calling, Call Transfer, Caller ID Name & Number, Call Forwarding Variable, Call Forwarding Busy, Call Forwarding No Answer, and Sequential Hunting. Business Services Basic Business Line II Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified in this Product Guide as well as all applicable Federal, State and Local Taxes and Surcharges.

(A) Business Services Basic Business Lines II include the following standard attributes at no cost:

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

Blocking Restrictions- Business Services Basic Business Lines II come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

(B) Business Services Basic Business Line II Optional Features:

Business Services Basic Business Line II Customers may order the following Optional Features listed below at the Rates specified below:

Call Forward Doesn't Answer Ring Select
 Call Waiting with Cancel Call Waiting
 Call Forwarding of Call Waiting Calls
 Speed Calling 8
 Speed Calling 30
 Caller ID per Line Blocking
 Distinctive Ringing/ Call Waiting
 Automatic Line (Hotline)
 Circular Hunting
 Remote Access to Call Forwarding
 Simultaneous Ring
 Anonymous Call Rejection
 Automatic Call Back
 Selective Call Forwarding
 Selective Call Acceptance
 Selective Call Rejection
 Automatic Recall
 Message Waiting Indication- Audible
 Message Waiting Indication- Visual

(C) Optional Features:

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
 Automatic Call Back
 Distinctive Ringing/Call Waiting
 Selective Call Forwarding
 Selective Call Acceptance
 Selective Call Rejection
 Automatic Recall
 MWI- Visual*

(D) Business Services Basic Business Line II Rates and Charges:

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

<u>Business Services Basic Business Line II</u>	<u>NRC</u>	<u>MRC</u>
1 Year Rate	\$46.00	\$87.16
2 Year Rate	\$46.00	\$82.69
3 Year Rate	\$46.00	\$82.69

Features

Anonymous Call Rejection	\$ 9.00	\$ 4.00
Call Forward No Answer Ring Select	\$ 9.00	\$ 3.00
Call Forwarding of Call Waiting Calls	\$ 9.00	\$ 3.00
Call Waiting w/ Cancel Call Waiting	\$ 9.00	\$ 6.00
Distinctive Ringing w/ Call Waiting Tone	\$ 9.00	\$ 1.00
Automatic Line	\$ 9.00	\$ 2.00
Circular Hunting	\$ 9.00	\$ 3.00
Sequential Hunting	\$ 9.00	\$ 3.00
Last Call Return	\$ 9.00	\$ 3.00

Features

	<u>NRC</u>	<u>MRC</u>
SimRing	\$14.00	\$ 8.00
Remote Access to Call Forwarding	\$ 9.00	\$ 7.00
Repeat Dialing (Automatic Recall)	\$ 9.00	\$ 3.00
Selective Call Acceptance	\$ 9.00	\$ 3.00
Selective Call Forwarding	\$ 9.00	\$ 3.00
Selective Call Rejection	\$ 9.00	\$ 3.00
Speed Calling – 30 Numbers	\$ 9.00	\$ 4.00
Speed Calling – 8 Numbers	\$ 9.00	\$ 3.00

5.1.5 Business Trunks

Business Trunk Service provides customers with access to and from the Public Switched Telephone Network (PSTN) for inbound, outbound or two-way call traffic. The trunk connection can be either analog or digital depending on the customer's requirements.

Analog trunk service is offered via standalone Private Branch Exchange (PBX) or Direct Inward Dial (DID) Trunks, while digital connections are provided through Digital Switched T-1 Service.

Direct Inward Dial Trunks can be customized to support customers call traffic requirements:

In-Only Trunks - A One-Way trunk that only allows traffic from the XO switching equipment to be transmitted to the customer's PBX.

Out Only Trunks - A One-Way Trunk that only allows traffic originating in the customer's PBX to be transmitted to the XO switching equipment.

Two-Way Trunks - A Trunk which allows traffic to be transmitted from either the customer's PBX or the XO switching equipment.

In-Only with DID Trunk - A One-Way trunk equipped with Direct Inward Dialing Service that allows traffic from the XO switching equipment to be transmitted to the customer's PBX.

Direct Inward Dialing (DID) Service - a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

Fractional Switched T1 Trunks

Basic T1 Facility - A T1 facility that is equipped with In-Only, Out-Only, or Two-Way trunks.

Advanced T1 Facility - A T1 facility that is equipped with In-Only with DID or Two-Way with DID trunks.

(A) PBX Analog Trunks (Effective December 18, 2008, this product will be available only to current customers at their current location.)

The PBX Analog Trunk provides a two-wire access loop from the customer premises to the serving central office. The transmission via this loop supports Clear Channel Capability where available. Call traffic in static Channels can be allocated for specific services, such as Two Way Calling, Inbound or Outbound Calling, Direct Inward Dialing (DID), Direct Outward Dialing (DOD), or a combination of DID/DOD.

1 PBX Analog Trunk Rates and Charges

PBX Analog Trunk Customers will be charged applicable Non-Recurring Charges (NRC'S), Monthly Recurring Charges (MRCs) and Usage Charges, as specified below. Additional Federal, State and Local taxes and Surcharges may also apply.

(B) Digital Switched T-1

Digital Switched T-1 service provides an intraexchange digital connection between the customers PBX (Private Branch Exchange) or Hybrid Key system and XO's Central office.

Each Digital Switched T-1 carries 24 channels over a standard digital transmission facility. The channels are used to carry circuit switched voice and data call traffic at channel signal rates of up to 64 Kbps per channel with a total of 1.544 Mbps dedicated bandwidth for each Digital Switched T-1 service. Channels can be allocated for specific services, such as Two Way Calling, Inbound or Outbound Calling, Direct Inward Dialing (DID) or Direct Outward Dialing. Digital Switched T-1 Service and/or its Features are provided subject to the availability and Service Capabilities of the Central Office Facilities. Customer must provide his or her own DTI (Digital Interface) Card. If Customer wishes to provision analog PBX trunk services, Customer must provide compatible digital to analog conversion equipment. All Channel Service Units (CSU's) are the responsibility of the Customer. Digital Switched T-1 service is not available for use by Commercial Mobile Radio Carriers, Private Mobile Radio Carriers or Interexchange Carriers, in the provision of service to their

customers.

Digital Switched T-1 service is provisioned as either a:

Full Digital Switched T-1 with a Digital Switched Facility (Access Line) per T-1 and 24 channels or,

Fractional Switched T-1 with a Digital Switched Facility (Access Line) per T-1 and individual channels (minimum of 10 channels)

1 Digital Switched T-1 Rates and Charges

Digital Switched T-1 Customers will be charged applicable Non-Recurring Charges (NRC'S), Monthly Recurring Charges (MRCs) and Usage Charges, as specified below. Additional Federal, State and Local Taxes and Surcharges may also apply.

(C) PBX Analog Trunk & Digital Switched T-1 Standard features

Each PBX Analog Trunk & Digital Switched T-1 includes the following features at no additional charge.

Hunting

Ascending Trunk Selection - Ascending Trunk Selection occurs when a switching unit selects from a Trunk Group the first available Trunk going from the first trunk of the trunk group, ascending to the last trunk of the Trunk Group. (Example: hunting from the 1st trunk through last trunk on Trunk Group)

Descending Trunk Selection - Descending trunk selection occurs when a switching unit selects from a Trunk Group the first available Trunk going from the last trunk of the trunk group, descending to the first trunk of the Trunk Group. (Example: hunting from last trunk of Trunk Group toward the 1st trunk of the Trunk Group).

Least Idle Trunk Selection ("LIDL") - LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Most Idle Trunk Selection ("MIDL") - MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Alternative Call Routing - Allows the customer to route calls to any service within the switch to handle calls in case of a disaster or for call overflow purposes. Typically a customer will route calls from one Trunk Group to another Trunk Group. Calls overflow to the Alternate Call Route when they encounter a busy condition. There are three types of busy conditions:

Overflow Call Processing - all trunks in the trunk group are busy.

System Busy – This busy condition is caused by network system problems, such as T1 Carrier being down or SS7 related problems.

Manual Busy – This condition is caused by the trunk group being manually taken down, typically to do maintenance on the customer side in the PBX or on the telecom side in the network switch.

Additional Features:

E911

One (1) Directory Listing

Touch-tone Capability

(D) PBX Analog Trunk & Digital Switched T-1 Optional Features

Calling Number Delivery - Sends the calling number to the customer.

Directory Assistance and Operator Services are available for an additional per call charge as outlined below.

(E) Rates and Charges:

PBX Analog Trunk	NRC	MRC
In Only (Basic)		
1 Year	\$46.00	\$35.54
2 Year	\$46.00	\$33.76
3 Year	\$46.00	\$31.99
Out Only (Basic)		
1 Year	\$46.00	\$35.54
2 Year	\$46.00	\$33.76
3 Year	\$46.00	\$31.99
Two-Way (Basic)		
1 Year	\$46.00	\$35.54
2 Year	\$46.00	\$33.76
3 Year	\$46.00	\$31.99
In Only w/ DID		
1 Year	\$76.00	\$50.21
2 Year	\$76.00	\$47.70
3 Year	\$76.00	\$45.19
 DID Numbers –20	 \$ 17.00	 \$ 3.90
DID Numbers – 100	\$ 85.00	\$19.45

Full Switched Digital T1 Trunks	NRC	MRC
In Only (Basic)		
1 Year	\$1,360.00	\$1,309.91
2 Year	\$1,105.00	\$1,178.92
3 Year	\$ 850.00	\$1,104.06
Out Only (Basic)		
1 Year	\$1,360.00	\$1,309.91
2 Year	\$1,105.00	\$1,178.92
3 Year	\$ 850.00	\$1,104.06
Two-Way (Basic)		
1 Year	\$1,360.00	\$1,309.91
2 Year	\$1,105.00	\$1,178.92
3 Year	\$ 850.00	\$1,104.06

In Only w/ DID

1 Year	\$1,360.00	\$1,309.91
2 Year	\$1,105.00	\$1,178.92
3 Year	\$ 850.00	\$1,104.06

Two-Way w/ DID

1 Year	\$1,360.00	\$1,309.91
2 Year	\$1,105.00	\$1,178.92
3 Year	\$ 850.00	\$1,104.06

**Fractional Switched Digital T1 Trunks
Digital Transmission Facility, Basic**

	NRC	MRC
1 Year	\$765.00	\$229.16
2 Year	\$765.00	\$217.35
3 Year	\$765.00	\$206.72

Per Channel Rate, Basic**In Only**

1 Year	\$14.00	\$31.66
2 Year	\$14.00	\$30.07
3 Year	\$14.00	\$28.50

Out Only

1 Year	\$14.00	\$31.66
2 Year	\$14.00	\$30.07
3 Year	\$14.00	\$28.50

Two-Way

1 Year	\$14.00	\$31.66
2 Year	\$14.00	\$30.07
3 Year	\$14.00	\$28.50

**Fractional Switched Digital T1 Trunks
Digital Transmission Facility, Advanced**

	NRC	MRC
1 Year	\$650.00	\$145.30
2 Year	\$708.00	\$132.30
3 Year	\$765.00	\$120.49

Per Channel Rate, Advanced**In Only w/ DID**

1 Year	\$50.00	\$55.79
2 Year	\$40.00	\$52.53
3 Year	\$29.00	\$49.27

Two-Way w/ DID

1 Year	\$25.00	\$55.79
2 Year	\$20.00	\$52.53
3 Year	\$14.00	\$49.27

DID Numbers – 20

\$17.00 \$3.55

DID Numbers – 100

\$85.00 \$17.72

Trunk Change Charge

Trunk Group Configuration	\$50.00	
Channel Reconfiguration T1	\$50.00	

Optional Feature

Calling Number Delivery per Trunk Group	\$25.00	\$29.40
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5.1.6 Centrex

Centrex is a business telephone system that is offered from the local Company central office. Centrex is a service that delivers a set of PBX-like features to individual desks with all lines linked in the Central Office to provide internal communications as well as access to the Public Switched Telephone Network (PSTN). Centrex Customers will be charged a Non-Recurring Charge, a Monthly Recurring Charge and Usage charges as specified below, as well as all applicable Federal, State and Local Taxes and Surcharges.

(A) Centrex includes 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

Blocking Restrictions- Centrex service comes standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

(B) Centrex Product Features

The list below indicates which features will be included in the Centrex offering and whether they will be Standard or Optional features. Customer can select Standard Features at no additional cost over and above the Centrex line Monthly Recurring Charge and Non-Recurring Charges. Additional Monthly Recurring Charges and Non-Recurring Charges incurred for all Optional features are listed below.

Standard Centrex Features:

Touchtone
Blocking Restrictions- Centrex comes standard with all 976/976-like, 500 and 900 area codes blocked. Additional Blocking options are available upon request.
White Pages and Yellow Pages Directory Listing

911 Access
Caller ID Blocking - Per Call
Itemized Usage Billing by
Extension
Station to Station Dialing

Executive Busy Override
Executive Busy Override
Exempt
Call Forward Busy
Call Forward Don't Answer
Call Forward- Variable
Call Forwarding of Call Waiting
Calls
Call Hold
Call Waiting Display of Caller
ID
Call Pickup
Call Transfer
Call Waiting with Cancel Call
Waiting
Caller ID- Number Only
Caller ID per Line Blocking
Conference Calling –
Meet Me
Direct Inward/Direct
Outward Dialing
Directed Call Pickup
Circular Hunting
Sequential Hunting
Intercept
Ring Again
Speed Calling 8
Speed Calling 30
Three Way Calling
Touch-Tone

Optional Analog

Features:

Assume Dial "9" Anonymous Call Rejection
Call Park Automatic Call Back
Caller ID Name and Automatic Recall
Number
Automatic Line Selective Call Acceptance
Remote Access to Selective Call Forwarding
Call Forwarding
Simultaneous Ring Selective Call Rejection
(SimRing)
Digital Facility
Interface (IXC T-1
Access)
Automatic Route
Selection-Basic
(ARS- Basic)

**Electronic Business
Set Standard**

Features:

Auto Answer Back	Business Set Automatic Dial
Automatic Line	Business Set Display
Fast Transfer	Display Called Number
Group Intercom	Display Calling Number
Primary Directory Number	Key Short Hunt
Privacy Release	Query Time and Date
Multiple Appearance of Directory Number (MADN – Single or Multi)	

**Electronic Business
Set Optional**

Features:

Electronic	Set
Interface per PDN	

Due to the scheduling of Network Turn Up and testing of Electronic Business Set features in all Company Switches, features listed below may not be available at time of Service Activation.

Auto Answer Back	Privacy Release
Fast Transfer	Electronic Set Interface per PDN
Group Intercom	

(C) Centrex Rates and Charges

Centrex Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

1 Year Term	NRC	MRC
10-24 Centrex Lines	\$46.00	\$50.62
25-72 Centrex Lines	\$46.00	\$50.62
73-96 Centrex Lines	\$46.00	\$50.62
97 + Centrex Lines	ICB	ICB
2 Year Term		
10-24 Centrex Lines	\$46.00	\$47.24
25-72 Centrex Lines	\$46.00	\$47.24
73-96 Centrex Lines	\$46.00	\$47.24
97 + Centrex Lines	ICB	ICB
3 Year Term		
10-24 Centrex Lines	\$46.00	\$47.24
25-72 Centrex Lines	\$46.00	\$47.24
73-96 Centrex Lines	\$46.00	\$47.24
97 + Centrex Lines	ICB	ICB

Optional Features	NRC	MRC
Primary Appearance of Software No.	\$ 4.00	\$ 1.00
Secondary Appearance of Software No.	\$ 4.00	\$ 0.00
Add-On Module Interface, per module	\$13.00	\$1.50
Direct Station Selection /Busy Lamp Field	\$85.00	\$ 8.00
Assume Dial "9"	\$ 4.00	\$ 3.00
Call Park	\$ 4.00	\$ 0.90
Caller ID Name and Number	\$ 0.00	\$ 3.00
Automatic Line (Hot Line)	\$26.00	\$ 4.00
Remote Access to Call Forwarding	\$ 0.00	\$ 6.00
Simultaneous Ring (SimRing)	\$ 0.00	\$ 4.00
Digital Interface Facility (IXC T-1 Access)	\$ 0.00	\$ 89.25
ARS-Basic (NPA Screening Only)	\$ 0.00	\$148.75
Electronic Set Interface per PDN	\$ 0.00	\$ 1.00
Anonymous Call Rejection	\$ 9.00	\$ 4.00
Automatic Call Back	\$ 9.00	\$ 3.00
Automatic Recall	\$ 9.00	\$ 3.00
Selective Call Acceptance	\$ 9.00	\$ 3.00
Selective Call Forwarding	\$ 9.00	\$ 3.00
Selective Call Rejection	\$ 9.00	\$ 3.00
	\$ 9.00	\$ 3.00

5.1.7 Local Volume Discount

Local Volume Discount is a discount plan based upon XO's currently offered Local Services. Two plans are available, as outlined below. Customer must choose one plan upon execution of their service agreement.

(A) Restrictions:

The offer is available to New and Existing Customers who sign a minimum two (2) year commitment for XO Local service offerings.

- 1) The following Services are not included in the discount, but are included in the revenue commitment: XOptions, ISDN-BRI, Inbound PRI, Integrated Access, FX, Gateway traffic, Operator Services, Resold Services, Carrier Local Term, DAL IntraLATA usage, Labor and Non-Recurring Charges. All other products and usage types are included in the revenue commitment.
- 2) This offer applies only to those other Local products currently available.
- 3) Customers located in an area where the Company is collocated in the ILEC wire center serving the Customer are eligible for this offering. Other Customers may be eligible depending upon their service configuration.
- 4) All other commitments and/or restrictions, including early termination fees, associated with the applicable local product(s) apply.

(B) Pricing - Two Price plans are available. Customers must choose one of the following plans when they sign their service contract.

- 1) **Aggregate Revenue Plan** - Customers who choose XO's Aggregate Revenue plan will receive discounts off their monthly Local MRCs & Local usage, based upon the actual amount of revenue billed each month. The amount of the discount may vary month to month.

Monthly Revenue	Discount
\$20,000-49,999	10%
\$50,000-124,999	15%
\$125,000-199,999	20%
Greater than \$200,000	25%

- 2) **Aggregate Commitment Plan** - Customers who choose XO's Aggregate Commitment Plan will receive the following discounts off their Local MRCs & Local usage, based upon the commitment level they choose. Discounts will be applied monthly. Failure to achieve the annual commitment level will result in a penalty equal to the difference between the actual amount billed and the selected commitment level.

Annual Revenue Commitment	Discount
\$250,000-599,999	10%
\$600,000-1,499,999	15%

\$1.5M- 2,399,999	20%
Greater than \$2.4M	25%

5.1.8 National Local Service II

National Local Service II is available to Customers in areas where Company provides service by resale or so-called “UNE Platform” arrangements. In order to qualify for National Local Service II, Customers must sign a minimum 2-year contract and order two or more lines. National Local Service II is only available where facilities exist and operating conditions permit.

(A) Basic Business Lines

Company will provide Basic Business Lines as described below. 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.

- (1) Basic Business Lines include the following standard attributes at no cost:

Touchtone
One White Pages Directory Listing
911 Access
One Yellow Pages Directory Listing
Blocking Restrictions

- (2) Basic Business Line Optional Features: Basic Business Line Customers may order the following Optional Features listed below at the Rates specified below.

Call Forward Busy
Call Forward No Answer
Circular Hunting
Sequential Hunting
Call Forward Variable
Call Waiting with Cancel Call Waiting

Speed Calling 8*
Three Way Calling
Caller ID Number Only
Caller ID Name & Number
Voicemail*

- (3) **Basic Business Line Rates and Charges:** Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below. All rates are based on a two-year term. Pricing for alternate term lengths will be offered on an individual case basis.

Monthly Recurring Charges

Line Charge	
Basic Local Line	\$36.30
Optional Features:	

Call Forward Busy	\$5.00
Call Forward No Answer	\$3.50
Circular Hunting	\$10.00
Sequential Hunting	\$10.00
Call Forward Variable	\$5.00
Call Waiting with Cancel Call Waiting	\$7.50
Three Way Calling	\$4.50
Caller ID Number Only	\$7.50
Caller ID Name & Number	\$7.95

Non-Recurring Charges:

Installation Charge, per line	
1 st Line	\$54.00
Additional line(s)	\$54.00
Features	\$0.00

(B) Private Branch Exchange (PBX) Trunks (Effective December 18, 2008, this product will be available only to current customers at their current location.)

1 Service Description:

PBX Trunk Service provides customers with access to and from the Public Switched Telephone Network (PSTN) for inbound, outbound or two-way call traffic.

Two-Way Trunks - A Trunk which allows traffic to be transmitted from either the customer's PBX or the Company switching equipment.

One-Way, out only - A One-Way Trunk that only allows traffic originating in the customer's PBX to be transmitted to the Company switching equipment.

One-Way, in only - A One-Way Trunk that only allows traffic from the Company switching equipment to be transmitted to the customer's PBX.

Direct Inward Dialing (DID) Service - A special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

2 Rates and Charges

PBX Trunk Customers will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Usage Charges, where applicable. Additional Federal, State, and Local taxes and Surcharges may also apply. Rates specified below are based on a two year term. Rates for alternate term lengths may be provided on an individual case basis.

PBX Trunks	MRC	NRC
Two-Way	\$ 42.22	\$ 54.00
One-Way, out only	\$ 42.22	\$ 54.00
One-Way, in only	\$ 42.22	\$ 54.00

Optional Features

DID Termination	\$ 40.00	\$ 54.00
Hunting	\$ 6.35	\$ 10.00

DID Numbers

Per Blocks of 20	\$ 3.90	\$ 20.00
Per Blocks of 10	\$ 19.45	\$100.00

Early Termination Charge

\$50.00 per line/trunk

(C) Early Termination Charge

Customers who subscribe to National Local Service shall also incur a per line charge specified above for each line/trunk that is terminated prior to the end of the Customer's service term commitment.

5.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service

Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) is furnished for the digital transmission of information at 64Kbps between the Company's serving wire center and ISDN-compatible terminal equipment located at the customer's premises or other service point. The service consists of a minimum of 23 B (bearer channels) and 1 D (data channel) to provide the Customer with the capabilities of simultaneous access transmission and switching of voice and data services over channelized transport. In addition, ISDN PRI provides the customer with service capabilities and features described in this Product Guide.

5.2.1 Conditions

This service is offered subject to the following conditions:

- 1) PRI is only available from a serving central office (CO) equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- 2) ISDN compatible terminal equipment is required for operation. It is customer's responsibility to power and obtain such equipment.
- 3) PRI service does not preclude customer from originating or receiving circuit-switched voice calls from inside or outside either their serving CO or their Local Exchange Area. Where facilities are available, customers will be able to originate and receive circuit-switched data calls outside of their serving CO.
- 4) PRI service does not provide for the transmission of packet data.
- 5) Local and long distance usage is not included in the Monthly Recurring Charge (MRC) or Non-recurring Charge (NRC) and is billed at the applicable rates.
- 6) All PRI Service must have at least one 23 B, plus 1 D PRI arrangement for signaling and control functions. A 23 B plus Back-up D PRI arrangement is required whenever more than 47 B Channels are controlled by a single D channel.
- 7) Each PRI is equipped with one telephone number. For Direct Inward Dial (DID) service, additional telephone numbers may be ordered in blocks of 10, 20 or 100 depending on customer location.
- 8) Clear Channel is available when all Carrier Equipment and customer equipment signaling is set to B8ZS. (See Service Components for definition.)

5.2.2 Service Components

The following Service Components are included in the MRC when ordering ISDN PRI:

- 1) Primary Rate Access Line: Provides a four-wire access loop from the customer premise to the serving CO. The transmission via this loop supports Clear Channel Capability.
- 2) Primary Rate Interface: Provides the multiplexing to support up to 23 B Channels at 64 Kbps and 1 D Channel for signaling at 64 Kbps. With Non-Facilities Associated Signaling, the primary rate interface can provide up to 24 B Channels at 64 Kbps.
- 3) Primary Rate Channels: Provides unlimited usage of the channel that will transport voice or data up to 64 Kbps over any B Channel.
 - a) Voice Calls may be completed to both ISDN and non-ISDN lines.
 - b) Data Transmission on the B Channels will be circuit-switched at 64 Kbps within the switch and between compatible CO's. ISDN interconnection to non-ISDN equipped CO's may be potentially subjected to analog transmission or sub-rated to 56 Kbps.
 - c) B Channels can be allocated for specific services, such as DID, Direct Outward Dialing (DOD), Two-Way Trunk, Dedicated Inbound and Outbound Long Distance*, or customer can optionally configure channels to access multiple services on a per-call basis.

5.2.3 Primary Rate Channel Configurations

Customers may order any one of the following three service configurations when ordering ISDN. However, the first PRI Access Line purchased must be the Standard Channel Configuration. A customer requiring additional ISDN PRI Access Lines may choose the 24 B channels with Non Facilities Associated Signaling or 23B with a Backup D Channel configuration.

- 1) Standard Channel Configuration: Provides 23 B Channels at 64 Kbps and 1 primary D Channel at 64 Kbps. The B channels carry digitized customer traffic, voice and/or data. The primary D Channel is out of band signaling used to control and route all B Channel traffic on a single ISDN PRI service arrangement.
- 2) Full Channel Configuration: Provides additional 24 B Channels at 64 Kbps. Only available in conjunction with a Standard Channel Configuration.
- 3) Backup Channel Configuration: Provides additional 23 B Channels at 64 Kbps and 1 Backup D Channel at 64 Kbps. The Backup D Channel controls and routes all the B channel traffic of a single ISDN PRI service arrangement should the primary D Channel go out of service. This option is only available in conjunction with a Standard service configuration.

5.2.4 Standard Service Features

The following Standard Service Features are included in the MRC when ordering any one of the Primary Rate Channel Configurations, unless otherwise stated. Additional features and services are available to customer at the applicable rates found in this Product Guide.

- 1) **Call-by-Call Service** - Provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to:

- a) Access multiple services on a per-call basis. Separate facilities are not needed for individual services such as DID, DOD, dedicated inbound and outbound long distance, and dial tone lines.
 - b) Access the circuit-switched voice and data services to share B channels and arrange them as a single trunk group. Allows incoming and outgoing circuit-switched voice and data calls to utilize B channels on a call by call basis.
 - c) Allow Customer to subscribe to more services than channels. The CPE signals the local CO to which type of service to access for each call; inbound/outbound trunk or dedicated long distance service.
- 2) **Calling Line Identification Delivery (CLID)** - Customer receives the originating telephone number provided the information is forwarded by caller's Local Exchange and/or Long Distance Carrier. Incoming call identification is provided via the D channel associated with the incoming calls on a B channel to a PBX.
- 3) **Calling Line Identification Delivery Blocking** - Customer's telephone number(s) will not be forwarded to the called party.
- 4) **Clear Channel Capability** - Clear Channel is only available where technically feasible. The B Channels on ISDN PRI are clear. All signaling and control functions are handled by the D Channel allowing 64Kbps on each channel to be used for customer information.
- 5) **Non-Facility Control Signaling (NFAS)** - Provides capability for a single D Channel to provide signaling and control for one or more ISDN PRI line, up to a maximum of five. Following the 23B+D Channel, the 24th Channel on the subsequent ISDN PRI line is made available for customer use. When purchasing more than three ISDN PRI lines, a backup D Channel is recommended.
- 6) **D Channel Backup** - Provides backup for the primary D channel for a customer with multiple PRI lines by automatically switching signaling capability over to another D channel if service to the primary D channel is interrupted.
- 7) **Digital Voice Transmission** - All voice calls are transmitted using digital signaling.
- 8) **Direct Inward Dial (DID) Signaling** - Permits incoming dialed calls from the exchange network to reach a specific number served by the CPE without the assistance of an attendant. Provides call identification based on digits sent to the CPE by the CO.
- 9) **PBX Station ID Capability** - Permits the station users number (calling party) to be transmitted over the ISDN PRI D channel from DID equipped CPE PBX's that use ISDN PRI. Number is provided by the originating station and must have an associated DID telephone number working in the CO.
- 10) **Network Ring Again** - Permits a calling station encountering a busy to notify the CO switch to signal the calling station when the called station becomes idle. The calling station then notifies the switch to complete the call. Enables the customer to complete calls to a busy station without continuous redialing. Certain equipment restrictions may apply.

- 11) **Message Waiting Indication** - Allows Utility network to pass Message Waiting Indication information between multiple entities within a PRI network serving arrangement. Requires suitably equipped ISDN switching and terminal equipment.

5.2.5 Optional Service Features

- 1) **2B Channel Transfer** - 2B Channel Transfer allows for the transfer of calls, the B channels are released immediately after a call is transferred, freeing up the B channels for additional call traffic. In a traditional PBX trunk environment, the two channels would be tied up for the duration of the call.
- 2) **Calling Name Delivery** - Delivers the name along with the number from the TCAP network database of the calling party. A private or unavailable indication will appear when the name is not available to the called customer.

5.2.6 Application of Rates

Customers will be charged for each ISDN PRI configuration ordered at the rates set forth below. ISDN PRI service is available in a 1, 2, 3, 5 Year Term Plan. Rates vary depending on Term Plan. The Service Components and Standard Service Features listed above are included in the MRC. Local and Long Distance usage is not included in the MRC and billed at the applicable rates found in this Product Guide.

(A) ISDN PRI Non-Recurring Charge (NRC):

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>
	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
	<u>NRC</u>			
2B Channel Transfer, per PRI Span	\$ 100.00			
Calling Name Delivery, per PRI Span	\$ 100.00			

(B) ISDN PRI Monthly Recurring Charges (MRC):

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>
	\$1,607.61	\$1,446.84	\$1,354.97	\$1,423.89
	<u>MRC</u>			
2B Channel Transfer, per PRI Span	\$ 75.00			
Calling Name Delivery, per PRI Span	\$ 29.40			

(C) ISDN PRI Change Charge

Per occurrence	\$ 50.00
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5.2.7 Inbound PRI

Inbound PRI is a high inbound only Primary Rate Interface ISDN service. This service is available to Internet Service Providers and Application Service Providers. Inbound PRI 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.

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 below. 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.

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.

(A) Rates

With each Monthly Recurring Charge (MRC) Customer is provided with only one number for one rate center. Customer can receive up to two rate centers at no additional MRC. Rate centers are ILEC defined rate centers in each state.

Additional rate centers, but no more than five, can be purchased for a Monthly Recurring Charge of \$20.00 per rate center.

Additional blocks of twenty DID numbers will be available at a Monthly Recurring Charge of \$3.50.

Price Plan Option #2

Available to Off-Net Customers.

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Monthly Recurring Charge	\$2,000.00	\$1,900.00	\$1,800.00
Non-Recurring Charge	\$1,000.00	\$1,000.00	\$1,000.00

Price Plan Option #3

Available to On-Net Customers.

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Monthly Recurring Charge	\$ 475.00	\$ 451.25	\$ 427.50
Non-Recurring Charge	\$1,000.00	\$1,000.00	\$1,000.00

(B) Discount Schedule

Customers are eligible for discounts based on revenue levels as shown below. The monthly revenue level is Customer's total monthly telecommunications expenses provided to Company for all services excluding taxes and surcharges, non-recurring charges, some hosting services and equipment and DIA usage. The

discount will be applied monthly in the form of a credit off the bottom line of the Customer's bill. The amount of the discount may vary month to month.

Discount Schedule based on monthly usage:

Monthly Usage Level	Discount Percentage
\$0 – 5,000	0%
\$5,000.01 – 25,000	10%
\$25,000.01 – 100,000	15%
\$100,000.01 – 300,000	20%
\$300,000.01+	25%

5.3 Directory Assistance

A Customer may obtain Local Directory Assistance in determining telephone numbers within its local calling area (intraLATA) by calling the Directory Assistance operator. Directory Assistance will be charged at rates specified below.

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges.

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

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

5.4 Operator Assistance

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

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

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

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

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

Surcharges as specified below, will apply.

	Automated	Live
Third Number Billing	\$ 1.85	\$1.85
Collect Calling	N/A	\$1.85

Person to Person	\$ 3.00	\$3.90
Station to Station	\$ 1.85	\$1.85

5.4.1 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- (A) **Busy Line Verification** - Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- (B) **Busy line Verification with Interrupt** - The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- (C) **Rates** - Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
 - 1 The operator verifies that the line is busy with a call in progress or is available for incoming calls.
 - .2 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$1.25
Busy Line Interrupt*	\$2.00

*Includes Busy Line Verification

5.5 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. Listing will be non-published at the specific request of the Customer.

5.5.1 Listing Length

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

5.5.2 Refusal

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

5.5.3 Deadline

In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

5.5.4 Type of Listing

Directory listings are provided in connection with each Customer service as specified herein.

- (A) **Primary Listing** - A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge. Rates for primary listings are specified below.
- (B) **Additional Listings** - In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified below.
- (C) **Non-Published Listings** - Listings that are not printed in directories nor available from Directory Assistance. A Non-Published Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in this Section. Rates for Non-Published Listings are specified below.
- (D) **Non-Listed Numbers** - A Non-Listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Non-Listed Numbers are specified below.
- (E) **Foreign Listings** - Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- (F) **Alternate Call Listings** - Where available, this feature is a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- (G) **Reference Listing** - A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified below.
- (H) **Directory Errors or Omissions** - The Company's liability arising from errors in or omissions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the charges for such of Customer's service as is affected during the period covered by the directory in which the error or omission occurs. The refund amount is listed below.

The Company, in accepting listings as prescribed by applicants or Customers, will not assume responsibility for the result of the publication of such listings in its directories, nor will the Company be a party to controversies arising between Customers or others as result of such publication.

In the event of an omission of a Customer alphabetical directory listing from the Yellow Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein credit the Customer's basic business telephone charges during the service life of the directory in which the omission occurred.

In the event of an error in the listed number of a Customer, the Company shall arrange for intercept and forwarding at no charge to the Customer to assure that calling parties are able to reach the Customer whose listed number is in error.

Whenever a Customers number is changed at the request of the Customer and after a directory is published and until a new directory is issued, the Company shall provide intercept of all calls to the former number for sixty (60) days at no charge to the Customer. If the change is initiated by the Company, intercept service for calls placed to the former number shall be provided by the Company at no charge to the Customer for the greater of sixty (60) days or the remaining life of the current directory.

5.5.5 Business Rates, Per Listing or Per Number Charge

(A) Recurring Charges - Monthly Recurring Charges associated with Directory Listings are as follows:

Primary Listing	N/C
Additional Listing	\$ 7.35
Non-Listed Number	\$ 5.25
Non-Published Number	\$ 6.30
Foreign Exchange	\$ 7.35
Directory Line of Information	\$ 7.35

(B) Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge	
Directory Listing Installation	\$ 6.00
Primary Listing	N/C
Additional Listing	N/C
Non-Listed Number	\$ 9.00
Non-Published Number	\$ 9.00
Foreign Exchange	\$ 6.00
Directory line of Information	\$ 6.00

(C) Directory Errors or Omissions

Credit to Customer:	\$1.00 per month
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5.5.6 Intercept and Number Referral Service

(A) Intercept

Is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides the status of the telephone service. Intercept Service is available for published numbers and DIDs free of charge for the first 90 days of use. Intercept Service for published numbers in place longer than 90 days will be charged as outlined below. Intercept Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

(B) Number Referral Service

Is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides callers with the new number. Number Referral Service is available for published numbers free of charge for the first 90 days of use. Number Referral Service for published numbers in place longer than 90 days will be charged as outlined below. Number Referral Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

(C) Rates

Duration	Non-recurring Charge
1 month:	\$10.00
2 months:	\$20.00
3 months:	\$30.00
6 months:	\$45.00
9 months:	\$55.00
12 months:	\$65.00

5.7 Telecommunications Relay Service

Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. A charge of \$0.06 per line, per month, will apply to all subscribers. (I)

5.8 Colorado High Cost Fund

Additional Surcharges may apply to End User Network Access Services for contribution to the Colorado High Cost Fund as prescribed by the Colorado PUC. These charges will appear as a separate line item on the Customer's bill.

5.9 Emergency Redundancy Routing

Emergency Redundancy Routing (ERR) enables a Customer to establish an alternate routing solution when an emergency causing a communication failure or "all trunks busy" condition occurs. ERR will automatically reroute voice traffic to a number predetermined by the Customer. ERR is available with ISDN PRI, Digital T-1, and all XOptions packages.

ERR is available on a per T-1 basis, for up to four T-1s per location. ERR is available where facilities permit. The Company's ability to redirect calls is dependent on the capabilities at the back-up site for ERR and redirecting large volumes of calls is not recommended.

Customer will be charged applicable non-recurring charges and monthly recurring charges. Customers will also be charged for any applicable usage charges incurred if the predetermined number is located outside of the Central Office of the ERR enabled telephone number.

	Per T-1
Non-Recurring Charge	\$250.00
Monthly Recurring Charge	\$ 29.00

5.10 Blocking Service

5.10.1. Description

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available:

- a) 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b) 900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.
- c) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- e) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.
- f) International Call Blocking - allows the subscriber to deny access to all outbound international calls beginning with the "011" dialing prefix.

5.10.2 Regulations

Blocking Service is available where equipment and facilities permit.

5.10.3 Rates and Charges

Blocking services requested during the initial installation of service will be provided at no cost to the Customer. Change charges as listed in this Section will apply to Customer initiated changes in blocking options after service installation.

5.11 Pre-subscription

Provides Customers with the ability to have message toll or long distance calls routed directly to their carrier of choice without the dialing of any additional digits. Customers may select separate carriers for IntraLATA and InterLATA calls. The Company provides both IntraLATA and InterLATA services. Initial PIC is set at no charge. Subsequent PIC charges are charged at rates listed below.

5.12 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Product Guide. Rates quoted in response to such competitive requests may be different than those specified for such service in this Product Guide.

5.13 Promotional Offerings

5.13.1 The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

5.13.2 On-Going Promotions

New local service customers who are currently in a multi-year agreement with another provider and enter into a term agreement of at least two years with XO may be eligible for a waiver of non-recurring charges. This promotion will be developed on a case by case basis (ICB) and will be offered to similarly situated Customers and notice will be filed with the Commission.

5.14 Deluxe XOPTION Service Offering *(Effective December 18, 2008, this offering will be available only to current customers at their current location.)*

The Deluxe XOption Service Offering is a bundled service that includes XO local exchange, inbound and outbound domestic long distance and DSL or Dedicated Internet Access services provided at the same customer location. Deluxe XOptions also include shared hosting services. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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

Under the Deluxe XOption Service Offering the Customer selects and receives service under one of the Deluxe XOptions listed in the sections below. Each Deluxe XOption includes the Standard Feature Package as defined below, at no additional cost. Additional voice features beyond the Standard Feature Package are available at rates found in this Product Guide. The Monthly Recurring Charge for each Deluxe XOption includes the specified amount of monthly minutes of use for local exchange and inbound and outbound domestic long distance service and the Standard Feature Package. The specified monthly minutes of use does not include International usage. Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one year term agreement for both voice and Internet services in order to be eligible for the Deluxe XOption Service Offering.

5.14.1 Deluxe XOption #1

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 4,000 minutes, "B": 7,000 minutes, "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A \$1,127.25
	B \$1,317.38
	C \$1,514.25
	D \$2,484.00
Non-Recurring Charge	\$800.00

5.14.2 Deluxe XOption #2

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 5,000 minutes, "B": 7,000 minutes, "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A \$1,455.75
	B \$1,579.50
	C \$1,776.38
	D \$2,746.13
Non-Recurring Charge	\$800.00

5.14.3 Deluxe XOption #3

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 4,000 minutes, "B": 7,000 minutes, "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A \$1,356.75
	B \$1,546.88
	C \$1,743.75
	D \$2,713.50
Non-Recurring Charge	\$800.00

5.14.4 Deluxe XOption #4

To receive service under this XOption, the Customer must order a minimum of 14 (fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 5,000 minutes, "B": 7,000 minutes, "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	A \$1,651.50
	B \$1,776.38
	C \$1,973.25
	D \$2,943.00
Non-Recurring Charge	\$800.00

5.14.5 Deluxe XOption #5

To receive service under this XOption, the Customer must order a minimum of 10 (ten) but no more than 13 (thirteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer

must choose from one of the options below for the monthly minutes of domestic long distance usage: “A”: 4,000 minutes, “B”: 7,000 minutes, “C”:10,000 minutes, and “D”: 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A \$2,414.95
	B \$3,128.12
	C \$3,425.55
	D \$4,890.75
Non-Recurring Charge	\$1,800.00

5.14.6 Deluxe XOption #6

To receive service under this XOption, the Customer must order a minimum of 14(fourteen) but no more than 18 (eighteen) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A”: 5,000 minutes, “B”: 7,000 minutes, and “C”:10,000 minutes, and “D”: 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A \$2,459.24
	B \$2,779.65
	C \$3,017.60
	D \$4,189.76
Non-Recurring Charge	\$1,800.00

5.14.7 Deluxe XOption #7

To receive service under this XOption, the Customer must order a DS-1 access facility for voice and Internet delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the four options for the monthly minutes of domestic long distance usage: “A”: 4,000 minutes, “B”: 7,000 minutes, “C”:10,000 minutes, and “D”: 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company’s Platinum Small Business Plan Pursuant to the Terms and Conditions governing

international traffic found on Company's website.

Monthly Recurring Charge	A \$1,666.98
	B \$1,841.38
	C \$2,019.84
	D \$2,934.44

Non-Recurring Charge	\$999.00
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5.14.8 Deluxe XOption #8

This XOption is a per user network service that requires a minimum of 10 (ten) users accessing the same network. This XOption is provided over basic business or analog Centrex lines for a minimum of ten users and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 4,000 minutes, "B": 7,000 minutes, and "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. The monthly minutes of use for domestic long distance is total combined usage for all the users in this Option. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge – Two Components

1 st Ten Users	A \$ 800.00
	B \$ 900.00
	C \$1,000.00
	D \$1,500.00

Each Add'l User Above Ten	A \$ 80.00
	B \$ 90.00
	C \$100.00
	D \$150.00

Non-Recurring Charge:

The non-recurring charge is equal to one month's Monthly Recurring Charge. If additional users are added after installation, the non-recurring charge for the additions is equal to the Each Additional User Charge Above Ten Users for the package chosen times the number of users added.

5.14.9 Deluxe XOption #12

To receive service under this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) analog Centrex lines or basic Business local exchange lines or trunks and DSL service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 10,000 minutes, "B": 25,000 minutes, "C": 50,000 minutes, and "D": 75,000 minutes. The domestic long distance usage above will be billed

at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each choice is listed below. This XOption includes unlimited local exchange calling. International usage is provided under the Company’s Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A \$2,274.75 B \$3,250.13 C \$4,869.00 D \$6,481.13
Non-Recurring Charge	\$800.00

5.14.10 Deluxe XOption #13

To receive service this XOption, the Customer must order a minimum of 19 (nineteen) but no more than 24 (twenty-four) analog Centrex lines or basic Business local exchange lines or trunks and Dedicated Internet Access. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A”: 10,000 minutes, “B”: 25,000 minutes, “C”:50,000 minutes, and “D” 75,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each choice is listed below. This XOption includes unlimited local exchange calling. International usage is provided under the Company’s Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	A \$2,338.59 B \$2,965.75 C \$4,012.03 D \$5,066.72
Non-Recurring Charge	\$1,800.00

5.14.11 Deluxe XOption #14

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with Digital Subscriber Line service. This XOption also includes shared hosting space and the Customer’s choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: “A”: 10,000 minutes, “B”: 25,000 minutes, “C”:50,000 minutes, and “D” 75,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company’s website for interstate use. The MRC for each choice is listed below. This XOption includes unlimited local exchange calling. International usage is provided under the Company’s Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company’s website.

Monthly Recurring Charge	
Per User	A \$2,293.88
	B \$3,270.38
	C \$4,889.25
	D \$6,500.25
Non-Recurring Charge	
Per User	\$800.00

5.14.12 Deluxe XOption #15

To receive service under this XOption, the Customer must order a Primary Rate Interface (PRI) for voice along with Dedicated Internet Access service. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 10,000 minutes, "B": 25,000 minutes, "C": 50,000 minutes, and "D": 75,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each choice is listed below. This XOption includes unlimited local exchange calling. International usage is provided under the Company's Platinum Medium Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	
Per User	A \$3,372.48
	B \$4,276.97
	C \$5,785.75
	D \$7,306.71
Non-Recurring Charge	
Per User	\$1,800.00

5.14.13 Deluxe XOption #16

To receive service under this XOption, the Customer must order a PRI access facility for voice and Internet delivery. The Customer can select the configuration of the voice and data lines up to but not more than 24 lines combined. This XOption also includes shared hosting space and the Customer's choice of end user shared hosting web applications. Customer must choose from one of the options below for the monthly minutes of domestic long distance usage: "A": 4,000 minutes, "B": 7,000 minutes, "C": 10,000 minutes, and "D": 25,000 minutes. The domestic long distance usage above will be billed at rates set forth in the Terms and Conditions governing long distance service found on Company's website for interstate use. The MRC for each is listed below. This XOption includes unlimited local exchange calling. International usage is provided under Company's Platinum Small Business Plan Pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	
Per User	A \$1,389.15
	B \$1,534.49
	C \$1,683.21
	D \$2,445.37
Non-Recurring Charge	
Per User	\$999.00

5.14.14 XOption M – Satellite Office Solutions

This service offering will no longer be available to customers who sign up for service after April 30, 2003. See Section 5.14.21 for Deluxe XOption M – Satellite Office Solutions Offering.

To receive service under this XOption, the Customer must order a XOptions package at no fewer than five locations, with at least one location receiving one of the Deluxe XOptions 1-16. Customer must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. This XOption includes unlimited local exchange calling. International usage* will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

5.14.15 XOption MLP

Customers ordering XOptions 1-16 at no fewer than five locations are eligible for XOption MLP. MLP is a 5% discount off the monthly recurring charge of all XOption packages 1-16. XOption M is not eligible for the discount and does not contribute to the total of five necessary locations to receive the MLP discount.

5.14.16 Standard Feature Package:

All XOptions include the following standard features at no additional charge.

- Voicemail w/Message Waiting
- Call Forwarding
- 3 Way Calling
- Speed Dial
- Abbreviated Dialing
- Call Hold
- Call Pickup
- Call Transfer
- Hunting
- Caller ID – Number Only
- First block of 20 DIDs (Available to Customers who ordered business trunks)

5.14.17 Term Discounts:

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

- 2 Years: 5% Discount
- 3 Years: 10% Discount

5.14.18 XOption M – Satellite Office Solutions

To receive service under this XOption, the Customer must order a XOptions package at no fewer than three locations, with at least one location receiving one of the Deluxe XOptions 1-16. The requirement specified above does not apply to Customer's who subscribe to a two or three year contract term. However, all Customers, regardless of contractual term length, must also order a minimum of 6 (six) but no more than 9 (nine) local exchange lines via Integrated Access service. Customers renewing Company contracts are eligible to receive this XOption on a standalone basis with no location or other XOption requirements. Customer will receive 1,500 monthly minutes of domestic long distance usage. Domestic long distance usage above the monthly minutes will be billed at rates set forth in the Terms and Conditions governing long distance traffic found on Company's website for interstate use. The installation and monthly recurring charge are listed below. This XOption includes unlimited local exchange calling. International usage* will be provided under the Company's Platinum Small Business Plan pursuant to the Terms and Conditions governing international traffic found on Company's website.

Monthly Recurring Charge	\$680.00
Non-Recurring Charge	\$700.00

5.15 Multiple Service Discount #1 (As November 7, 2005, this discount will no longer be available to new Customers.)

XO Multiple Service #1 is available to current or new XO Business Customers meeting the criteria listed below. Customer will receive a 10% discount off the combined total amount of the Monthly Recurring and Local Usage charges for their XO local exchange service, local calling features and XO DSL or Dedicated Internet Access service. Sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges are not included. Service is subject to the availability of facilities and offered only where technically feasible. This 10% discount is applied in addition to any term discount offered on the individual service components listed below. The following are not eligible with the Multiple Service Discount: XOption Offering; Integrated Access Offering; other promotions; or Individual Case Basis (ICB) contracts. To be eligible, Customer must meet the following criteria:

- 1) Customer must subscribe to XO local exchange service ("Voice Service"). The Local Exchange Voice service requirement is a minimum of 48 lines or trunks (or 2 T-1 equivalents), but no more than 144 lines or trunks (or 6 T-1 equivalents);
- 2) Customer must subscribe to a XO DSL or XO Dedicated Internet Access service

("Data Service");

- 3) New XO Customers must commit to a term of service for the XO Voice Service and Data Service for a minimum one (1) year term commitment. Existing XO Customers must commit to a term of service for Data Service that is equal to or greater than the amount of time remaining in Customer's term commitment for the Voice Service listed in 1 above, but in no case shall the commitment be less than one (1) year;
- 4) All Voice and Data Services must be provided the same customer location;
- 5) Current Customers' XO account must be current as of the date of Installation and no outstanding balance past due; and

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

5.16 Multiple Service Discount #2

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

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

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

5.17 Premium Integrated Access Service (As of December 31, 2006, this product will only be available to current customers at their current location.)

XO Premium 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. The standard configuration involves having a single DS-1 to the Customer's premises. Service can also be provided via ISDN PRI. When ordering service via DS-1, the Customer must purchase a minimum of six (6) local exchange lines or trunks and utilize a total of at least fourteen (14) voice & data channels. The Customer must also enter into a one (1), two (2) or three (3) year service order agreement. Usage for all services is not included in the following rates. The Non-Recurring and Monthly Recurring charges are specified below. MRCs listed are for one (1) year term contracts, two (2) and three (3) year contracts receive an additional 5% and 10% discount, respectively.

5.17.1 Standard & Optional Features

XO Premium Integrated Access Service Customers using Basic Business Lines will receive Touchtone as a Standard feature and may request the following optional features at no additional charge: Call Forward Variable, Call Forward Busy, Call Forward No Answer, Speed Calling, Call Waiting, and 3 Way Calling.

5.17.1 Non-Recurring Charges

For initial installation of XO Premium Integrated Access Service over a single DS-1 or ISDN PRI, Customers will pay a non-recurring installation charge specified below. Installation charges for those Customers that purchase more than a DS-1 worth of capacity will be done on an Individual Case Basis (ICB). If a customer chooses to add additional local exchange lines or channels after installation of the initial service, the Company's regular non-recurring installation charges for local exchange service, as specified in 3.1 will apply. An additional Service Order charge will apply for Features added subsequent to the initial service order.

Single DS1 or ISDN PRI	\$999.00
Capacity Exceeding DS1 or ISDN PRI	ICB
Trunk Change Charge	\$50.00

5.17.3 Monthly Recurring Charges

ISDN PRI	\$1,369.91
Per Basic Line	
Basic Business Line	\$46.89
Trunks: Per Channel	
Basic Analog Trunk (In-Only, Out-Only, Two-Way)	\$31.99
Advanced Analog Trunk	
In-Only w/DID	\$45.19
Basic Digital Trunk	\$37.31
(In-Only, Out-Only, Two-Way)	

Facility Charge	\$174.60
Advanced Digital Trunk	
In-Only w/DID	\$65.76
Two-Way w/DID	\$65.76
Facility Charge	\$110.70

5.17.4 Usage Charges

Under this program, Customers will receive intraLATA and interLATA intrastate service under the Gold and Platinum Service offering listed in 6.3.1 interstate service pursuant to the Terms and Conditions governing long distance service found on the Company's website for interstate and international use. Local Usage is included in the flat monthly charge for XO Integrated Access Service.

5.17.5 Enhanced Integrated Feature

XO Premium Integrated Access Service Customers can order the Enhanced Integrated Feature, as an option, at a rate found below.

- A. Enhanced Features** - The following features are included in the Enhanced Integrated Feature Package: Abbreviated Dialing (3 or 4 digit), Call Hold, Call Pickup, Call Transfer, Voice Mail, Message Waiting.

Enhanced Integrated Feature	\$6.95
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5.18 Remote Call Forwarding Service

There is a minimum contract period of one month for this service. One RCF path is required for each simultaneous call forwarded. This service is not offered where the terminating number is a pay phone. Custom Calling features are not available. Call Forwarding and Remote Call Forwarding are not available on the terminating number. Customer must order sufficient facilities to handle calls.

- 1) **Non-Recurring Charges:**
Connection Charge, per path \$ 8.50
- 2) **Recurring Charges:**
Monthly Charges, First Path \$37.43
Monthly Charges, Each Additional Path \$35.82
- 3) **Usage Charges:**
Applicable toll rates and surcharges apply per call and per line. Determination of rates is based on location of RCF number termination number. For local calls, the following rates apply:
Each Additional Minute \$.017
- 4) **Change Charge:**
The non-recurring charge will apply each time the number at the Call Forwarding location or the terminating number is changed.

5) Discount

The following discounts will apply to calls made during the times specified below.

	<u>Discount</u>
Evening Discount (5PM-8AM)	50%
Weekends / Holiday Discount	50%

5.19 Foreign Exchange Service

Foreign Exchange Service is exchange service furnished from an exchange other than the one which normally serves the area in which the customer is located. Foreign Exchange Service is available when both the foreign rate center and the rate center in which the customer is located are served by a single switch and are supported by the same 911 selective router.

Foreign Exchange Service may be provided as Inbound Only, Outbound Only or Two-Way service. Foreign Exchange Service is available on the following services: Business Lines, Centrex Lines, Analog Trunks, Full Switched Digital T1, Fractional Switched Digital T1, ISDN-PRI and ISDN-BRI. See Section 5 of this Product Guide for full product descriptions.

The local calling area that applies to Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange access service bearing the same NPA-NXX designation.

5.19.1 Restrictions

Mixing of Foreign Exchange Service lines and non- Foreign Exchange Service lines within a service arrangement such as Hunting, PBX and ISDN Trunk Groups is allowed only when non- Foreign Exchange Service lines/trunks hunt to Foreign Exchange Service lines/trunks.

Customer must subscribe to Foreign Exchange Service for a minimum contract period of one year. Foreign Exchange Service is and it is co-terminus with the service to which it is terminated.

5.19 Foreign Exchange Service

5.19.2 Rates

The pricing listed below is in addition to the local access service rates which regularly apply for exchange access service bearing the foreign exchange NPA-NXX. See the applicable local rates below. In addition, Customer will receive one foreign exchange directory listing at no charge.

Access Type	MRC	NRC
Foreign Exchange Business Line	\$20.00	\$25.00
Foreign Exchange Centrex Line	\$20.00	\$25.00
Foreign Exchange ISDN-BRI	\$20.00	\$25.00
Foreign Exchange Trunk , per DS0 channel	\$20.00	\$25.00
Foreign Exchange Full Switched T1	\$500.00	\$200.00
Foreign Exchange ISDN-PRI	\$500.00	\$200.00

5.20 Historic Invoices

The Company will furnish, upon Customer's request, copies of invoices which were originally issued to the Customer more than thirteen months prior to the request or copies of invoices that are available on-line, but that customer does not wish to retrieve from the available on-line system. Customers can request the invoice in one of two formats: electronic copy (portable data file/.pdf) or CSV/CD of Call Detail Record. Customer will be charged based on the format requested and on a per invoice basis.

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

5.21 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:

	NON-RECURRING CHARGES		
	Timeframe of Change Request		
Monthly Recurring Charge Range	Within 2 Business Days of Order Acceptance	On or after 3 rd Business Day after Order Acceptance and up to the 5 th 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

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 Sections 2.1.8 and 12.4.

5.23 Service Extension Charge

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

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

5.24 Emergency Telephone Services

5.24.1 Enhanced 911 (E911)

Enhanced 911 (E911) allows telephone user's 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.

5.24.2 Emergency Systems Service

Emergency Systems Service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. The determination of the public safety agencies which participate in a 911 service and the control and staffing of the emergency report center shall be the responsibility of the subscriber; provided, however, that at least one of the participating public safety agencies shall be a law enforcement agency. The service is furnished with the understanding that the subscriber shall provide assistance on all emergency calls from the public, or secure or attempt to secure the assistance of the appropriate serving agency.

This service is furnished for receipt of incoming calls only. The Company will recommend to the subscriber adequate trunking and equipment for the service. A sufficient number of lines and sufficient answering equipment should be subscribed for in order to adequately handle the incoming calls. Sufficient personnel should be provided by the subscriber to adequately handle the incoming calls 24 hours a day.

5.7.2.1 Conditions of Furnishing Service

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.

Other exchange service shall be subscribed for at the same location as the emergency report center for administrative purposes, for the placing of outgoing calls, and for receiving emergency calls relayed by the operator.

5.24.3 Private Switch / Automatic Location Identification (PS/ALI)

Private Switch / Automatic Location Identification (PS/ALI) is an Enhanced 911 (E911) service offering which allows a private telephone switch, Private Branch Exchange (PBX), or other telephone service switch located on the customers' premises to send Automatic Number Identification (ANI) information to the Enhanced 911 database, identifying the individual station line to the appropriate Public Service Answering Point (PSAP). PS/ALI is also available via Centrex and ISDN-PRI.

The PS/ALI service is only available to multi-tenant customers and to customers in a campus environment.

The PS/ALI system enables the Customer to interface with a third party vendor's (Vendor) software, which updates an E911 database. Through the interface, the customer is able to enter and update the specific address and location of each extension or station. Communication between the Customer's computer system running PS/ALI and the Vendor is initiated by the Customer and occurs through the Internet.

5.24.3.1 Restrictions:

Customer must sign a minimum one (1) year term contract. The PS/ALI customer must subscribe to Company's local voice service for which it is requesting a PS/ALI license.

PS/ALI is not sold as a stand-alone product. Should the Customer terminate Company's local voice service, PS/ALI shall also be terminated. The Customer shall be subject to early termination penalties.

5.24.3.2 Pricing:

Prices found below do not include Federal, State or Local Taxes or Surcharges. Customer's initial load file included in installation charge.

	NRC* (Installation)	MRC*	NRC** (Installation)	MRC**
Up to 1,000 station records per Customer.	\$4,375.00	\$210.00 per 1,000 records (or fraction thereof)	\$0.00	\$630.00 per 1,000 records (or fraction thereof)
1,001- 4,000 station records per Customer	\$4,700	\$183.75 per 1,000 records (or fraction thereof)	\$0.00	\$577.50 per 1,000 records (or fraction thereof)
4,001 or more station records per Customer	\$5,400	\$157.50 per 1,000 records (or fraction thereof)	\$0.00	\$525.00 per 1,000 records (or fraction thereof)
License fee for each additional load file.	\$600.00		\$600.00	

5.24.3.3 Requirements

- (a) The Customer must indicate in writing that the Customer has agreed to any potential changes in calling patterns or volumes resulting from the implementation of PS/ALI.
- (b) Service availability is dependent upon the availability of facilities and the type and configuration of the 911 system in place for the service area.
- (c) The Customer must provide a single point of contact and written documentation to the Company stating that the Customer or its affected PSAPs will:
 - Accept and dispatch calls for those PBX stations,
 - Assign appropriate Emergency Service Numbers, and
 - Provide any Master Street Address Guide additions or modifications that are required.
- (d) Customer will provide full ten-digit ANI for every station or extension

within the private switch. This information must be approved by the Company prior to implementation to assure that no conflict exists between the PBX numbering plan and the Company's overall numbering plan.

- (e) PBX ANI multi-frequency signaling must conform to the Company's and Company's Vendor's specifications for Private Switch/Automatic Location Identification Service Network Interface Specification.
- (f) Customer will create, maintain and forward to the Vendor, current telephone number and address data in the format specified by the Vendor at the time intervals mutually agreed upon by the Vendor and the Customer.
- (g) The Customer is responsible for maintaining the accuracy of the data (i.e., if a station is relocated within the subscriber premises, the subscriber needs to download a new record with this information).
- (h) Private Switch/Automatic Location Identification Service does not include, and the Company does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber's data management system/process. The Customer has the responsibility for reporting all errors, defects and malfunctions to the Company.
- (i) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Customer contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer.
- (j) The Customer must supply the Company's Vendor with the initial telephone number-to-address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.
- (k) The Customer will configure any private switch which it owns or operates so that it connects to at least two dedicated voice grade trunks, recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to this dedicated trunk group without overflowing calls to any other access facility in the private switch. Each system must maintain a P.01 Grade of Service or better for 911 call processing.
- (l) The Customer will develop and implement methods and procedures to prevent the use or misuse of the voice grade trunks for any use other than E911 telecommunications service. Misuse or abuse of the E911 PS/ALI trunk may result in disconnection of the service in addition to any remedies at law or equity including reimbursement of charges or other expenses associated with the misuse or abuse.
- (m) The Customer shall use the required computer hardware and software provided by the Vendor for ongoing customer record update programs and processes.

- (n) The Company's liability in furnishing this service is further set forth in Section 2.1.4 of this document. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, 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 Private Switch/Automatic Location Identification Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using Private Switch/Automatic Location Identification Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

Effective January 31, 2020, the services in this product guide 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 guide 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)

SECTION 6 – CUSTOMER SPECIFIC PRICING

6.1 Customer Specific Pricing

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

Effective January 31, 2020, the services in this product guide 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 guide 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)

SECTION 7 - MISCELLANEOUS CHARGES

7.1 Payphone Surcharge

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

Payphone Surcharge per call: \$0.50

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

(N)
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(N)

SECTION 8 - CONTRACTS

8.1 Contract Option 101

8.1.1 Description: This Contract 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 Option 101:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line II	5.1.3
Business Services Basic Business Line II	5.1.4
ISDN-PRI Service	5.2
Small Business Basic Business Line I	9.13
Business Services Basic Business Line I	9.14

8.1.2 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 Option 101:

- A. The customer must subscribe to this Option 101 by submitting a written authorization in a manner designated by the Company during the period from March 20, 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 8.1.1.
- 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 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 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.

8.1.3 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.

8.1.4 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 8.1.1 will apply for the Subscribed Service.
- B.** The discount set forth in 8.1.5 will be applied to the products outlined in Section 8.1.1 above in use beginning March 20, 2015 with the rates discounted as set forth in Sections 8.1.5 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 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.

8.1.5 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>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line II	5.1.3	4.3%
Business Services Basic Business Line II	5.1.4	4.3%
ISDN-PRI Service	5.2	4.3%
Small Business Basic Business Line I	9.13	4.3%
Business Services Basic Business Line I	9.14	4.3%

8.2 Contract Option 102

- 8.2.1 Description:** This Contract 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 Option 102:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line II	5.1.3
Business Services Basic Business Line II	5.1.4
ISDN-PRI Service	5.2
Small Business Basic Business Line I	9.13
Business Services Basic Business Line I	9.14

8.2.2 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 Option 102:

- A.** The customer must subscribe to this Option 102 by submitting a written authorization in a manner designated by the Company during the period from March 20, 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 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 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.

8.2.3 Service Period: The Service Period for the Subscribed Services under this Option 102 is calculated as explained in 8.2.2.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.

- A.** Except as set forth in this Option 102, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 8.2.1 apply for the Subscribed Services.
- B.** The discount set forth in 8.2.5 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 option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 8.2.4.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

8.2.4 Rates and Charges

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

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line II	5.1.3	4.3%
Business Services Basic Business Line II	5.1.4	4.3%
ISDN-PRI Service	5.2	4.3%
Small Business Basic Business Line I	9.13	4.3%
Business Services Basic Business Line II	9.14	4.3%

8.3 Contract Option 103

8.3.1 Description: This Contract 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 Option 103:

<u>Rate/Service Element</u>	<u>Section</u>
Full Digital Switched T1 Service	5.1.5
Centrex Service	5.1.6
Calling Name Delivery for ISDN-PRI Service	5.2
Deluxe XOptions #5	5.16.5
Deluxe XOptions #6	5.14.6
Deluxe XOptions #7	5.14.7
Deluxe XOptions #15	5.14.12
Deluxe XOptions #16	5.14.13
Remote Call Forwarding, First Path	5.20
DID Number Blocks of 20	9.1
DID Number Blocks of 100	9.1

8.3.2 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 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 March 20, 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 8.3.1. 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.

- 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 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 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.

8.3.3 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.

8.3.4 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 8.3.1 will apply for the Subscribed Service.
- B. The discount set forth in 8.3.5 will be applied to the products outlined in Section 8.3.1 above in use beginning March 20, 2015 with the rates discounted as set forth in Section 8.3.5 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 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.

8.3.5 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>Section</u>	<u>Discount</u>
Full Digital Switched T1 Service	5.1.5	4.3%
Centrex Service	5.1.6	4.3%
Calling Name Delivery for ISDN-PRI Service	5.2	4.3%
Deluxe XOptions #5	5.14.5	4.3%
Deluxe XOptions #6	5.14.6	4.3%
Deluxe XOptions #7	5.14.7	4.3%
Deluxe XOptions #15	5.14.12	4.3%
Deluxe XOptions #16	5.14.13	4.3%
Remote Call Forwarding, First Path	5.18	4.3%
DID Number Blocks of 20	9.1	4.3%
DID Number Blocks of 100	9.1	4.3%

8.4 Contract Option 104

8.4.1 Description: This Contract 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 Option 104:

<u>Rate/Service Element</u>	<u>Section</u>
Full Digital Switched T1 Service	5.1.5
Centrex Service	5.1.6
Calling Name Delivery for ISDN-PRI Service	5.2
Deluxe XOptions #5	5.14.5
Deluxe XOptions #6	5.14.6
Deluxe XOptions #7	5.14.7
Deluxe XOptions #15	5.14.12
Deluxe XOptions #16	5.14.13
Remote Call Forwarding, First Path	5.18
DID Number Blocks of 20	9.1
DID Number Blocks of 100	9.1

8.4.2 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 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 March 20, 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 have increased on its current invoice from its December 2014 invoice by more than three (3) per cent 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 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 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.

8.4.3 Service Period: The Service Period for the Subscribed Services under this Option 104 is calculated as explained in 8.4.2.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.

8.4.4 Terms and Conditions

- A. Except as set forth in this Option 104, the rates, terms and conditions set forth in the Sections listed for the Subscribed Services in 8.4.1 apply for the Subscribed Services.
- B. The discount set forth in 8.4.5 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 option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 8.4.4.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.

8.4.5 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>Section</u>	<u>Discount</u>
Full Digital Switched T1 Service	5.1.5	4.3%
Centrex Service	5.1.6	4.3%
Calling Name Delivery for ISDN-PRI Service	5.2	4.3%
Deluxe XOptions #5	5.14.5	4.3%
Deluxe XOptions #6	5.14.6	4.3%
Deluxe XOptions #7	5.14.7	4.3%
Deluxe XOptions #15	5.14.12	4.3%
Deluxe XOptions #16	5.14.13	4.3%
Remote Call Forwarding, First Path	5.18	4.3%
DID Number Blocks of 20	9.1	4.3%
DID Number Blocks of 100	9.1	4.3%

8.5 Contract Option 105

8.5.1 Description: This Contract 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 Option 105:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line II	5.1.3
Business Services Basic Business Line II	5.1.4
ISDN-PRI Service	5.2
Small Business Basic Business Line I	9.13
Business Services Basic Business Line I	9.14

8.5.2 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 Option 105:

- A. The customer must subscribe to this Option 105 by submitting a written authorization in a manner designated by the Company during the period from July 30, 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 8.5.1.
- 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 105, unless the later date is designated by the Company.

- D. The customer may not concurrently subscribe to any other contract 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 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 105.

8.5.3 Service Period: The Service Period subscribed to under this Option 105 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.

8.5.4 Terms and Conditions

- A. Except as set forth in this Option 105, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 8.5.1 will apply for the Subscribed Service.
- B. The discount set forth in 8.5.5 will be applied to the products outlined in Section 8.5.1 above in use beginning July 30, 2015 with the rates discounted as set forth in Sections 8.5.5 that is subscribed to in this Option 105.
- 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 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 105 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

8.5.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 105:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line II	5.1.3	4.3%
Business Services Basic Business Line II	5.1.4	4.3%
ISDN-PRI Service	5.2	4.3%
Small Business Basic Business Line I	9.13	4.3%
Business Services Basic Business Line I	9.14	4.3%

8.6 Contract Option 106

8.6.1 Description: This Contract 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 Option 106:

<u>Rate/Service Element</u>	<u>Section</u>
Small Business Basic Business Line II	5.1.3
Business Services Basic Business Line II	5.1.4
ISDN-PRI Service	5.2
Small Business Basic Business Line I	9.13
Business Services Basic Business Line I	9.14

8.6.2 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 Option 106:

- A.** The customer must subscribe to this Option 106 by submitting a written authorization in a manner designated by the Company during the period from July 30, 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 106, unless the later date is designated by the Company.
- E.** The customer may not concurrently subscribe to any other contract 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 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 106.

8.6.3 Service Period: The Service Period for the Subscribed Services under this Option 106 is calculated as explained in 8.6.2.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.

8.6.4 Terms and Conditions

- A.** Except as set forth in this Option 106, the rates, terms and conditions set forth in Sections listed for the Subscribed Services in 8.6.1 apply for the Subscribed Services.
- B.** The discount set forth in 8.6.5 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 option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 8.6.4.C. the customer's subscription to the service will continue in accordance with option (2).
- D.** If a service subscribed to in this Option 106 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

8.6.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 106:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount Percentage</u>
Small Business Basic Business Line II	5.1.3	4.3%
Business Services Basic Business Line II	5.1.4	4.3%
ISDN-PRI Service	5.2	4.3%
Small Business Basic Business Line I	9.13	4.3%
Business Services Basic Business Line I	9.14	4.3%

8.7 Contract Option 107

8.7.1 Description: This Contract 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 Option 107:

<u>Rate/Service Element</u>	<u>Section</u>
Full Digital Switched T1 Service	5.1.5
Centrex Service	5.1.6
Calling Name Delivery for ISDN-PRI Service	5.2
Deluxe XOptions #5	5.14.5
Deluxe XOptions #6	5.14.6
Deluxe XOptions #7	5.14.7
Deluxe XOptions #15	5.14.12
Deluxe XOptions #16	5.14.13
Remote Call Forwarding, First Path	5.18
DID Number Blocks of 20	9.1
DID Number Blocks of 100	9.1

8.7.2 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 Option 107:

- A. The customer must subscribe to this Option 107 by submitting a written authorization in a manner designated by the Company during the period from July 30, 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 8.7.1. 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 107, unless the later date is designated by the Company.
- 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 107, unless the later date is designated by the Company.
- D. The customer may not concurrently subscribe to any other contract 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 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 107.

8.7.3 Service Period: The Service Period subscribed to under this Option 107 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.

8.7.4 Terms and Conditions

- A. Except as set forth in this Option 107, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in 8.7.1 will apply for the Subscribed Service.
- B. The discount set forth in 8.7.5 will be applied to the products outlined in Section 8.7.1 above in use beginning July 30, 2015 with the rates discounted as set forth in Section 8.7.5 that is subscribed to in this Option 107.
- 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 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 107 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

8.7.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 107:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount</u>
Full Digital Switched T1 Service	5.1.5	4.3%
Centrex Service	5.1.6	4.3%
Calling Name Delivery for ISDN-PRI Service	5.2	4.3%
Deluxe XOptions #5	5.14.5	4.3%
Deluxe XOptions #6	5.14.6	4.3%
Deluxe XOptions #7	5.14.7	4.3%
Deluxe XOptions #15	5.14.12	4.3%
Deluxe XOptions #16	5.14.13	4.3%
Remote Call Forwarding, First Path	5.18	4.3%
DID Number Blocks of 20	9.1	4.3%
DID Number Blocks of 100	9.1	4.3%

8.8 Contract Option 108

8.8.1 Description: This Contract 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 Option 108:

<u>Rate/Service Element</u>	<u>Section</u>
Full Digital Switched T1 Service	5.1.5
Centrex Service	5.1.6
Calling Name Delivery for ISDN-PRI Service	5.2
Deluxe XOptions #5	5.14.5
Deluxe XOptions #6	5.14.6
Deluxe XOptions #7	5.14.7
Deluxe XOptions #15	5.14.12
Deluxe XOptions #16	5.14.13
Remote Call Forwarding, First Path	5.18
DID Number Blocks of 20	9.1
DID Number Blocks of 100	9.1

8.8.2 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 Option 108:

- A.** The customer must subscribe to this Option 108 by submitting a written authorization in a manner designated by the Company during the period from July 30, 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 have increased on its current invoice from its December 2014 invoice by more than three (3) per cent 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 108, unless the later date is designated by the Company.
- E.** The customer may not concurrently subscribe to any other contract 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 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 108.

8.8.3 Service Period: The Service Period for the Subscribed Services under this Option 108 is calculated as explained in 8.8.2.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.

8.8.4 Terms and Conditions

- A.** Except as set forth in this Option 108, the rates, terms and conditions set forth in the Sections listed for the Subscribed Services in 8.8.1 apply for the Subscribed Services.
- B.** The discount set forth in 8.8.5 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 option for which the customer is eligible. In the event customer does not make an election pursuant to this subsection 8.8.4.C. the customer's subscription to the service will continue in accordance with option (2).
- D.** If a service subscribed to in this Option 108 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 2.7.

8.8.5 Rates and Charges

The following discounts will be applied during the selected Service Period of this Option 108:

A. Service

<u>Rate/Service Element</u>	<u>Section</u>	<u>Discount</u>
Full Digital Switched T1 Service	5.1.5	4.3%
Centrex Service	5.1.6	4.3%
Calling Name Delivery for ISDN-PRI Service	5.2	4.3%
Deluxe XOptions #5	5.14.5	4.3%
Deluxe XOptions #6	5.14.6	4.3%
Deluxe XOptions #7	5.14.7	4.3%
Deluxe XOptions #15	5.14.12	4.3%
Deluxe XOptions #16	5.14.13	4.3%
Remote Call Forwarding, First Path	5.18	4.3%
DID Number Blocks of 20	9.1	4.3%
DID Number Blocks of 100	9.1	4.3%

Effective January 31, 2020, the services in this product guide 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 guide 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)

SECTION 9 - GRANDFATHERED SERVICES

The following section is available only to existing customers of record at their existing location.

9.1 Local Exchange Service

9.1.1 Connection Charges

A. 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. Record change charges and service order change charges are not discountable.

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.

B. 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.

C. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or

termination for nonpayment pursuant to this Product Guide but before cancellation of the service.

Restoral Charge:

Non-recurring (after Company-initiated suspension of service)

Business, per line \$20.00

D. Primary and Secondary Service Order Charges

	Non-recurring
1. Primary Service Order Charge – Per Order (Add/move lines, trunks, T1/PRI, IAD, and TC, Change analog PBX trunks; Convert RCF to UNE and vice versa)	\$50.00
2. Subsequent Service Order Charge – Per Order (Add/change Custom Calling or miscellaneous features; Add/change toll blocking options; Add/change DID services; Change RCF terminating number; Change hunting arrangements; Upgrade/downgrade IAD Channels; Add/change voicemail, telephone number change)	\$50.00

E. Network Switched Services

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 10 herein. Orders for services for the same Customer account made at the same time for the same premises will be considered one request.

	Non-recurring
Line Connection Charge, per Business Line or Trunk (Applies when new or additional service is established)	\$54.00

Record Change Charge:

(Add/change directory listing, Change billing name or other changes to billing account, Invoice consolidation / deconsolidation)

Business, per order	\$15.00
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Account Set-Up Fee , per account, per location (Applies when establishing a new account with the company)	\$25.00
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Technician Visit Charge, per occurrence (Requests requiring a technician to be dispatched for work to be completed) \$150.00

F. 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. For example, if a Customer changes both its interLATA and intraLATA carriers simultaneously, a total of two (2) separate charges will apply (one for the interLATA change and one for the intraLATA change).

	Non-recurring
Each Carrier Change (per line)	\$3.00
First Trunk & Additional Trunk Charge	\$5.00

G. Preferred Carrier Freeze (PCF)

The Company offers a free service called Preferred Carrier Freeze. This service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and local exchange service provider as permanent choices that may not be changed without further written authorization from the Customer. Upon initiation or transfer of service, the Company will inform each Customer of the option to freeze his/her intraLATA, interLATA and local service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

	Non-recurring
Each Preferred Carrier Freeze (per line)	\$0.00

H. Premises Visit

Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, 2) trouble found attributable to Customer provided equipment (CPE) or 3) when a customer's move, add, or change request requires that a technician be dispatched.

Charge Per Occurrence	
Technician Visit Charge	\$150.00

9.1.2 Central Office, Line and Trunk Features

A. General

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change or installation of each occurrence a feature or group of features is added to the Customer's service.

B. Rates and Charges for Line Features

Monthly Rates and Per Usage Rates are provided in this Section.

	Business
Anonymous Call Rejection	N/C
Call Forwarding Variable	\$ 5.00
Call Forwarding Busy Line - Expanded	\$ 5.00
Call Forwarding Busy Line - External	\$ 3.00
Call Forwarding Busy Line - Overflow	\$ 4.09
Call Forwarding Don't Answer	\$ 3.50
Call Forwarding Don't Answer - Expanded	\$ 4.00

Call Forwarding Busy Line/Don't Answer - Expanded	\$ 7.00
Call Forwarding Busy Line/Don't Answer - External	\$ 5.00
Call Forwarding Busy Line/Don't Answer - Overflow	\$ 6.50
Remote Access to Call Forwarding	\$ 7.95
Call Transfer	N/C
Call Waiting	\$ 7.50
Caller ID - Number	\$ 7.50
Caller ID - Name and Number	\$ 11.18
Caller ID Privacy	N/C
Call Return	\$ 3.00
Distinctive Ring I	
1st Additional Number	\$ 7.45
2nd Additional Number	\$ 5.25
3rd Additional Number	\$ 5.25
Distinctive Ring II	
1st Additional Number	\$ 8.50
2nd Additional Number	\$ 6.00
3rd Additional Number	\$ 6.00
Repeat Dialing (Automatic Recall)	\$ 3.50
Three-Way Calling	\$ 4.50
Selective Blocking for Caller ID	N/C
Complete Line Blocking from Caller ID	N/C
Message Waiting Indication	\$ 0.25
Direct Connection (Hot Line)	\$ 2.00
Simultaneous Call Forwarding	\$ 2.50

D. Custom Calling Features Non-Recurring Charges

The following non-recurring charges apply to the below custom calling features when establishing or changing features not listed below, per line, per order:

	Business
Custom Calling Features, per line	\$10.00
Caller ID Blocking	
Initial request	N/C
Subsequent request	\$ 8.00
Message Waiting Indication	\$ 8.50
Custom Ringing Service, per order	\$10.00
Custom Ringing Plus, per order	\$10.00
Custom Ringing Telephone Number	
Change, per order	\$32.00
Custom Ringing Call Forwarding	
Change Option, per order	\$ 8.50
Direct Connection (Hot Line)	\$ 7.00

E. Allegiance Feature Package Rates

The following rates apply for business Customers subscribing to custom calling feature packages, per line:

	Monthly Recurring	Non- Recurring
Custom Feature Package I (Includes Call Forwarding Variable, Caller ID Name/Number, Repeat Dialing (Automatic Recall), Three-Way Calling)	\$19.95	
Custom Feature Package II (Includes the features in Package I plus Call Waiting)	\$19.95	
Custom Feature Package III (Includes Call Waiting, Caller ID Name/Number, Call Forwarding Variable)	\$11.95	\$10.00
Custom Feature Package IV (Includes Call Waiting, Caller ID Name/Number, Call Forwarding Busy Line/Don't Answer (Expanded), Message Waiting Indication (Audible))	\$11.95	\$10.00

F. Rates and Charges for Line Features

	Per Usage Feature Charge
Business	
Call Trace (Per Activation)	\$ 1.00
Call Return	\$ 0.85*
Repeat Dialing (Automatic Recall)	\$ 0.85*
Three Way Calling	\$ 0.85*
Block Call Trace	N/C
Block Call Return	N/C
Block Repeat Dialing	N/C
Block Three-Way Calling	N/C
Block All Usage Sensitive Features	N/C

*Not to exceed a maximum monthly charge of \$7.60

G. Description of Central Office Features

Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities.

Remote Call Forwarding service is not offered where the terminating station is a coin telephone.

The Company will not provide identification of the originating telephone number to the RCF Customer.

Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end to end transmission is not guaranteed on such calls.

Remote Call Forwarding service is not represented as suitable for satisfactory transmission of data.

One directory listing in the Alphabetical Directory is provided without charge.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

Remote Call Forwarding service will only be provided when, in the judgment of the Company, the Customer subscribes to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

H. Rates and Charges for Central Office Features

	Non- Recurring	Monthly Recurring
Remote Call Forwarding:		
First Path	\$10.00	\$43.86
Each Additional Path	\$10.00	\$43.86

Local Usage Charges applicable to Remote Call Forwarding:

Per minute rates

Day	
initial minute	\$0.05
each additional minute	\$0.02
Evening and Holidays	25% off day rate
Night and Weekends	50% off day rate

Rate Period Definitions:

Day	Monday - Friday	8:00am to 4:59pm
Evening	Sunday - Friday	5:00pm to 10:59pm
Night/Weekend	Sunday - Friday	11:00pm to 7:59am, 11:00pm Fri to 4:59pm Sun

Holidays - December 25, January 1, July 4, Labor Day, and Thanksgiving Day.

I. Description of Line/Trunk Features

Hunting B Line hunting which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines or trunks from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Touch-Tone Service - Provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.

J. Rates and Charges for Line/Trunk Features

	Monthly Recurring	Non-Recurring
Business		
Hunting	\$4.09	\$10.00
Touch Tone Service	N/C	N/C

9.1.4 DID Service for Voice Grade Channels

A. Description

DID Service provides the Customer with Direct Inward Dialing on designated voice-grade communications channels. DID Service is to be used in connection with the Customer's Private Branch Exchange (PBX) system. Dialed digits are transmitted for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Each trunk provisioned for DID Service is automatically configured into a Hunting Arrangement. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan.

B. General

Standard Feature(s) - Each Company-provided Trunk for DID Service will automatically include Tone Dialing and a Hunting Arrangement at no additional charge to the Customer. The following service arrangement(s) are available:

One-Way Inbound

Optional Arrangements:

Block Compromise Charges

Permanent - The removal of sequential telephone numbers from a block.

Temporary - The temporary removal of sequential telephone numbers from a block.

Change Number of Digits - To change the number of digits outputted to the PBX.

Change Signaling - To change dual tone multi-frequency signaling to dial pulse or vice versa.

C. Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this Product Guide. Nonrecurring charges apply as described in Section 3 of this Product Guide.

	Monthly Recurring	Non- Recurring
DID Trunk Termination (per Trunk equipped)	\$40.00	\$35.00
DID Number Charge (group of 20 sequential DID numbers or fraction thereof)	\$5.91	\$20.00
DID Number Charge (group of 100 sequential DID numbers or fraction thereof)	\$25.11	\$85.00
DID Nonsequential Telephone Numbers (per number)	\$0.15	\$1.00
Block Compromise Charge (per block)		
Permanent	N/C	\$60.00
Temporary	N/C	\$50.00
Change Number of Digits Outpulsed, per change	N/C	\$50.00
Change Signaling, per change	N/C	\$50.00

9.1.5 Emergency Redundancy Routing

Emergency Redundancy Routing (ERR) enables a Customer to establish an alternate routing solution when an emergency causing a communication failure or “all trunks busy” condition occurs. ERR will automatically reroute voice traffic to a number predetermined by the Customer. ERR is available with Digital PBX, Digital PBX Package, PRI Bundled Package, and True Business Total Communications and Digital Communications only.

ERR is available on a per T-1 basis, for up to four T-1s per location. ERR is available where facilities permit. The Company’s ability to redirect calls is dependent on the capabilities at the back-up site for ERR and redirecting large volumes of calls is not recommended.

Customer will be charged applicable non-recurring charges and monthly recurring charges. Customers will also be charged for any applicable usage charges incurred if the predetermined number is located outside of the Central Office of the ERR enabled telephone number.

	Per T-1
Non-Recurring Charge	\$250.00
Monthly Recurring Charge	\$ 29.00

9.2 Network Switched Services

9.2.1 General

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in this Product Guide apply to all services on a one-time basis unless waived pursuant to this Product Guide or a promotional or trial offering.

9.2.2 Service Descriptions and Rates

The following Access Service Options are offered:

Basic Local Line Service
Multi System Line Service
Local Analog PBX Trunk Service
Local Digital PBX Trunk Service
Local ISDN PRI Service

Basic Local Line Service, Multi Line Service, Local Analog PBX Trunk Service, Local Digital PBX Trunk Service, and Local ISDN PRI Service are offered with flat rated local service. All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, Multi Line systems, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only. Voice mail service is available.

9.2.3 Small Business Basic Local Line Service

A. Description

Small Business Basic Local Line Service is available to those customers who subscribe to this service as the only local exchange service from the Company. 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 Lines are provided for connection of Customer-provided

single-line terminal equipment such as station sets or facsimile machines.

Each Small Business Basic Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Small Business Basic Local Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 6.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Small Business Basic Local Line Charge, per line:	Monthly Recurring
Initial Business Line	\$85.04
Each additional Business Line	\$85.04

9.2.4 Small Business Multi Line Service

A. Description

Small Business Multi Line Service is available to those customers who subscribe to this service as the only local exchange service from the Company. This service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Small Business Multi Line Service is provided for connection of Customer-provided multi line system terminal equipment. All Small Business Multi lines include Touch Tone and may be equipped with Multi Line Hunt.

Each Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Small Business Multi Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 4.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Small Business Multi Line Charge, per line:	Monthly Recurring
Initial Multi Business Line	\$85.04
Each additional Multi Business Line	\$85.04

9.2.5 Local Analog PBX Trunk Service

A. Description

Local Analog PBX Trunk Service provides the Customer with one or more, analog voice grade telephonic communications channels which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a flat rate basis. DID trunks are arranged for one-way inward calling only.

B. General

An analog PBX Trunk, provides the Customer with a single, voice-grade communications channel. Each Trunk is to be used to connect the Customer's Private Branch Exchange (PBX) systems to the Public Switched Network (PSN). Each Trunk is automatically configured into a Hunting Arrangement along with other Company-provided Trunk Services. Each Trunk will, for an additional charge, be equipped with Direct Inward Dial (DID) capability. Charges for blocks of telephone numbers assigned pursuant to the North America Numbering Plan are reflected herein.

The following service arrangements are available:

One-Way Inbound, One-Way Outbound, or Two-Way

C. Recurring and Nonrecurring Charges

Nonrecurring charges apply as described in Section 3 of this Product Guide. Analog PBX Trunks include a monthly recurring charge.

Local Analog PBX Trunk Charge, per trunk:	Monthly Recurring
Two-Way	\$39.78
Inbound Only	\$39.78
Outbound Only	\$39.78
DID Inbound Only, per DID trunk	\$43.87

9.2.6 Local Digital PBX Trunk Service

A. Description

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of Customer provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX 1 panel
Signaling Type:	Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi Frequency (DTMF)
Directionality:	In Bound Only, Out Bound Only or Two Way, as specified by the Customer

B. General

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described in Section 3 of this Product Guide.

Optional Feature(s) - DID Service capability as described in Section 5.8 is available. Clear Channel capability as described within this Product Guide is available. Applicable Nonrecurring charges apply as described in Section 3 of this Product Guide.

Trunk Group Services - Discounted trunk group services are available to Customers subscribing to more than 50 digital trunks at one premise. The discounted rate applies to the 51st trunk and beyond. The first 50 trunks are billed at the non-discounted rates.

Basic Trunks - Inbound Only, Outbound Only and Two-Way trunks not equipped with hunting or DID.

Advanced Trunks - Inbound Only and Two-Way trunks equipped with DID and hunting.

C. Recurring and Nonrecurring Charges

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within Section 8 of this Product Guide.

	Monthly Recurring	Non- Recurring
Digital Switched Service Facility , per T-1 All basic trunks or combination of basic and advanced trunks	\$300.00	\$265.33
All advanced trunks	\$150.00	\$265.33
Trunk Group Services		
Basic Trunks, per trunk		
In-Only	\$29.83	\$0.00
Out Only	\$29.83	\$0.00
Two-Way	\$29.83	\$0.00
Advanced Trunks, per trunk (requires DID trunk termination)		
In-Only (w/DID and Hunting)	\$29.80	\$0.00
Two-Way (w/DID and Hunting)	\$29.80	\$0.00

Discounted Trunk Group Services

Basic Trunks, per trunk

In-Only	\$26.38	\$0.00
Out Only	\$26.38	\$0.00
Two-Way	\$26.38	\$0.00

Advanced Trunks, per trunk (requires DID trunk termination)

In-Only (w/DID and Hunting)	\$26.40	\$0.00
Two-Way (w/DID and Hunting)	\$26.40	\$0.00

Facility Change Charge (changes from or to basic and advanced trunks) \$34.00

Trunk Change Charge (changes/rearrangements of trunks, per trunk) \$28.00

9.2.7 Local ISDN PRI

A. Local ISDN PRI Definitions

Local ISDN PRI - Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Measured Toll Service, 800 and circuit switched data). Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within Section 6 of this Product Guide.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+D). The "D" channel is used for out of band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature. Where appropriate facilities do not exist, Special Construction charges will apply, as describe within Section 8 of this Product Guide.

A. Local ISDN PRI Definitions

"B" Channel - "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel - "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling - Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

Call by Call for Trunk Groups - Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Identification - All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability - The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either be 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission - All voice calls are transmitted using digital signaling.

Channel Configuration - Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

Direct Inward Dialing Signal - Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will output pulse digits to the CPE which can further process the calls as desired.

Equal Access - Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown in Section 3, Presubscription 2 (PIC) of this Product Guide.

B. Local ISDN PRI Recurring and Nonrecurring Charges

	Monthly Recurring	Non Recurring
Primary Rate Service Facility, per T-1	\$157.50	\$265.33
PRI Service Configuration, Per PRI		
23B+1D Channels	\$861.14	\$0.00
24B Channels	\$861.14	\$0.00
23B + Back-up D Channel	\$861.14	\$0.00
PRI Trunk Group Connection, per B Channel (DID trunk termination is required for all DID capable channels)		

Incoming Trunk Group	\$29.80	\$0.00
Outgoing Trunk Group	\$29.80	\$0.00
Two-Way Trunk Group	\$29.80	\$0.00
Call-by-Call Trunk Group	\$29.80	\$0.00

Service Feature Options (included in channel charge)

Calling Number Identification	N/C
Calling Number Identification Blocking (all calls)	N/C
Caller ID Name & Number (per PRI)	\$29.40
T1/PRI Reconfiguration Charge – Per T1/PRI (Changing T1/PRI configuration or trunk groups)	\$75.00

9.2 Network Switched Services

9.2.8 Integrated Services

A. Integrated Access Bundled Package

Integrated Access Bundled Package provides a customer channelized high capacity (1.544 Mbps) facility between a customer premises and its serving office for connection to services provided by Allegiance. Integrated Access Bundled Package allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Product Guide for multi line business service.

Integrated Access Bundled Package will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Allegiance HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL), Touch Tone and Hunting Charges.

Customers must sign a minimum one (1) year term agreement for Integrated Access Bundled Package. Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges

Voice Channels	12	16	20	23
Denver	\$458.65	\$499.35	\$538.95	\$568.65

Non-Recurring Charges:

Integrated Access Bundled Package Set-Up Fee \$899.00
 (Applies when ordering new Integrated Access Bundled packages. Does not apply when upgrading or downgrading channels already established.)

Change Charge N/C
 (Applies when upgrading or downgrading channels)

B. Total Communications – 4 Line Base Package

Total Communications is designed for customers that need high-speed Internet Access and have 4-20 voice channels. The base package includes 4 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Product Guide for multi line business.

The customer will select a package of 4 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

Monthly Recurring Charges:	Voice Channels	
	Incremental Line Charge	
	MRC	NRC
Rate Class I and II Base Package	\$215.68	\$899.00
Incremental Lines ¹	\$53.92	\$54.00
Rate Zone 1 Base Package	\$248.08	\$899.00
Incremental Lines ¹	\$62.02	\$54.00
Rate Zone 2 Base Package	\$291.28	\$899.00
Incremental Lines ¹	\$72.82	\$54.00
Rate Zone 3 Base Package	\$323.68	\$899.00
Incremental Lines ¹	\$80.92	\$54.00

B. Total Communications – 4 Line Base Package²

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance HDSL2-equipped collocation may have Total Communications delivered to them via HDSL2.

C. Total Communications – 6 Line Base Package

Total Communications is designed for customers that need high-speed Internet

Access and have 6-20 voice channels. The base package includes 6 voice channels and 256K of Internet Access. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Product Guide for multi line business.

The customer will select a package of 6 voice lines for local exchange access. The balance of the facilities capacity is available for additional voice or data applications. Charges for non-regulated services and options will apply. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, and Touch Tone Charges. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination service.

Monthly Recurring Charges:	Voice Channels	
	Incremental Line Charge	
	MRC	NRC
Rate Class I and II Base Package	\$323.51	\$899.00
Incremental Lines ¹	\$53.92	\$54.00
Rate Zone 1 Base Package	\$372.11	\$899.00
Incremental Lines ¹	\$62.02	\$54.00
Rate Zone 2 Base Package	\$436.91	\$899.00
Incremental Lines ¹	\$72.82	\$54.00
Rate Zone 3 Base Package	\$485.51	\$899.00
Incremental Lines ¹	\$80.92	\$54.00

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance HDSL2-equipped collocation may have Total Communications delivered to them via HDSL2.

D. Total Communications – With Digital Handoff

Total Communications with Digital Handoff is designed for customers that need high-speed Internet Access and digital signaling on 6-20 voice channels. The base package includes 6 voice channels and 256K of Internet Access. The balance of the capacity is available for additional voice or data applications. Customers may increase the amount of voice channels in one-channel increments (up to a maximum of 20 total voice channels). Total Communications integrates voice and data services on a single high capacity facility.

The customer will be responsible for the connection from the Integrated Access Device to their equipment (no connection block will be provided with this service). Customers must digitally accept all of their channels. No more than two trunk groups will be provisioned for any given circuit. No custom calling features are available with this product. The available features are the same as those available with the company's Digital PBX product.

Charges for non-regulated services and options will apply in addition to the

charges referenced below. The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Hunting, Touch Tone, and LNP charges. DID Pricing is available in Section 5.8 of this Product Guide. Customers must sign a minimum (1) year term agreement for Total Communications. Full termination liabilities are assessed for early termination of service.

	Voice Channels	
	Incremental Line Charge	
Monthly Recurring Charges:	MRC	NRC
Rate Class I and II Base Package	\$351.00	\$899.00
Incremental Lines ¹	\$ 57.93	\$54.00
Rate Zone 1 Base Package	\$398.25	\$899.00
Incremental Lines ¹	\$62.02	\$54.00
Rate Zone 2 Base Package	\$459.00	\$899.00
Incremental Lines ¹	\$76.83	\$54.00
Rate Zone 3 Base Package	\$513.00	\$899.00
Incremental Lines ¹	\$84.93	\$54.00

Total Communications Service will be delivered to customers over T-1 or HDSL2 access. The decision to use HDSL2 vs. T-1 is an engineering and provisioning decision made solely at the discretion of the company and is made based on the availability of HDSL2 facilities. Customers who fall within the reach of an Allegiance HDSL2-equipped collocation may have Total Communications delivered to them via HDSL2.

E. Integrated Services Charges

These charges are associated with Integrated Access and Total Communications services.

Local Loop Expense Recoup

Applies to recoup local loop costs incurred by the Company during extended delays by the customer to install device. Once service is activated, this charge will be replaced by applicable Package charge associated with customer's Integrated Access or Total Communications service.

	Monthly-Recurring Charge
Local Loop Expense Recoup, per month	\$200.00

Inside Wiring Overage Charge

Applies to recoup wiring expenses associated with the installation of Integrated Access and Total Communications services. This charge applies in addition to the standard installation charge of \$899.00 and will be determined on an Individual Case Basis (ICB).

9.2.9 Small Business Basic Local Line II Service

A. Description

Small Business Basic Local Line II Service is available to those customers who subscribe to this service as the only local exchange service from the Company. 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 Local Lines II are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Small Business Basic Local Line II has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Small Business Basic Local Line II Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 4.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Small Business Basic Local Line II Charge, per line:	Monthly Recurring
Initial Business Line	\$85.04
Each additional Business Line	\$85.04

9.2.10 Small Business Multi Line II Service

A. Description

Small Business Multi Line II Service is available to those customers who subscribe to this service as the only local exchange service from the Company. This service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Small Business Multi Line II Service is provided for connection of Customer-provided multi line system terminal equipment. All Small Business Multi lines II include Touch Tone and may be equipped with Multi Line Hunt.

Each Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Small Business Multi Line II Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 4.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Small Business Multi Line II Charge, per line:	Monthly Recurring
Initial Multi Business Line	\$85.04
Each additional Multi Business Line	\$85.04

9.2.11 Business Services Basic Local Line Service

A. Description

Business Services Basic Local Line Service is available to those customers who subscribe to other non-Basic Business Line services from the Company. 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. Business Services Basic Local Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Business Services Basic Local Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Business Services Basic Local Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 4.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Business Services Basic Local Line Charge, per line:	Monthly Recurring
Initial Business Line	\$121.98
Each additional Business Line	\$121.98

9.2.12 Business Services Multi Line Service

A. Description

Business Services Multi Line Service is available to those customers who subscribe to other non-Basic Business Line services from the Company. This service provides the Customer with one or more analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Business Services Multi Line Service is provided for connection of

Customer-provided multi line system terminal equipment. All Business Services Multi lines include Touch Tone and may be equipped with Multi Line Hunt.

Each Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multi-frequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

B. General

Flat Rate Business Services Multi Line Service: Calls to points within the local exchange area are provided at no charge. Local Calling areas are as specified in Section 4.

C. Recurring and Nonrecurring Charges

Charges for each line include a monthly recurring service charge. Nonrecurring charges apply as described in Section 5 of this Product Guide.

Business Services Multi Line Charge, per line:	Monthly Recurring
Initial Multi Business Line	\$121.98
Each additional Multi Business Line	\$121.98

9.3 Special Construction

9.3.1 General

Subject to the agreement of the Company and to all of the regulations contained in this Product Guide, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in this Company's Tariffs and Product Guides.

9.3.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

9.3.3 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor and supervision;
 - 3) transportation;
 - 4) rights of way; and
 - 5) shipping and delivery.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. document preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

9.3.4 Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
 - a) equipment and materials provided or used;
 - b) engineering, labor and supervision;
 - c) transportation;
 - d) rights of way; and
 - e) shipping and delivery.
 - 2) license preparation, processing and related fees;
 - 3) document preparation, processing and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identified costs related to the specially constructed or rearranged facilities.

- C. Calculating Termination Charges B** - Termination charges shall be computed in accordance with list regulations in Section 10.A and 10.B or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

9.4 Non-routine Installation and/or Maintenance

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

9.5 True Business SolutionsSM

The True Business SolutionsSM bundled package¹, is a group of our most essential services and products with one flat rate. The package rate includes all applicable charges listed below, excluding tax. Upgrade packages are available to include additional features or incremental lines.

	1 Year Term	2 Year Term	3 Year Term
Base Package Includes	\$ 425.99	\$ 416.88	\$391.81
Three (3) business lines			
Touch-tone			
Hunting			
Unlimited Local Calls			
1500 IntraLATA Minutes			
200 Long Distance Minutes per location (Additional minutes can be purchased)			
Choice of six (6) features on each line from the You Choose feature package options ³			
Incremental Line Package Includes	\$141.22	\$ 125.28	\$ 125.28
One (1) line			
Touch-tone			
Hunting			
Unlimited Local Calls			
500 LATA Minutes			
200 Long Distance Minutes per location (Additional minutes can be purchased)			
Choice of six (6) features on each line from the You Choose feature package options			

True Business Long Distance Buckets	Incremental Charge	Overage
200 Minute Long Distance Bucket	\$ 0.00	\$ 0.069
500 Minute Long Distance Bucket	\$ 13.75	\$ 0.069
1500 Minute Long Distance Bucket	\$ 57.50	\$ 0.069
2500 Minute Long Distance Bucket	\$ 90.00	\$ 0.049
Basic Package Installation Fees (Non-Recurring)		\$ 121.50
Incremental Line Package Installation Fees (Non-Recurring)	\$ 40.50	
Feature Package Installation Fees (Non-Recurring)	No Charge	

9.6 PRI Bundled Package

The PRI Bundled Package provides eligible customers with ISDN-PRI service at convenient packaged rates. The package price includes all charges associated with PRI service including, Local Loop, PRI Interface and 24 channels. Any optional features selected will be billed in addition to the PRI Bundled Package rate. The PRI Bundled package is not eligible for further discounts.

PRI Bundled Package, Monthly Recurring \$ 943.65

9.7 Long Distance Bucket Packages

The Long Distance Buckets are bundled packages of long distance minutes billed under one flat rate. The package rate includes all applicable charges excluding tax. The Long Distance buckets are available to all product subscribers while True Business SolutionSM subscribers receive additional discounts. Customer may choose from five (5) different packages listed below.

True Business Long Distance Buckets	Incremental Charge	Overage²
200 Minute Long Distance Bucket	\$ 10.00	\$ 0.069
500 Minute Long Distance Bucket	\$ 23.75	\$ 0.069
1500 Minute Long Distance Bucket	\$ 67.50	\$ 0.069
2500 Minute Long Distance Bucket	\$ 100.0	\$ 0.049

9.8 You Choose Features Package

The You Choose Feature Package is a bundled package allowing customers to select six (6) of the features listed below with one flat rate. The package rate includes all applicable charges excluding tax. The You Choose Feature Package is available to all product subscribers while True Business SolutionSM subscribers receive this package at no additional cost.

	1 Year Term	2 Year Term
You Choose Features Package	\$ 14.00	\$ 12.00

Feature Options Include:

Caller Identification Name and Number	Speed Dial 8
Remote Access to Call Forwarding	Speed Dial 30
Call Forwarding Variable	Auto Redial
Call Waiting/Cancel	Call Forwarding – Busy/Don't Answer
Call Return	Call Forwarding – Busy
Three way Calling	Call Forwarding – Don't Answer

9.9 True Business Total Communications and Digital Total Communications

True Business Total Communications and Digital Total Communications is designed for customers who need high-speed Internet Access and have a minimum of 6 voice channels. True Business Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Product Guide for multi line business.

The True Business Total Communications Base Package includes 6 voice channels, 512K of Internet Access, unlimited local calling, 3000 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package, see Section 10.8.1.

Customers may increase the number of voice channels in one-channel increments (up to a maximum of 23 total voice channels). Incremental voice lines include unlimited local calling, 500 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package². The data speed may be increased in 64K increments.

The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Local Number Portability (LNP), Primary Interexchange Carrier Charges (PICC), Hunting, and Touch Tone charges.

Customers must sign a minimum (1) year term agreement for True Business Total Communications. Package pricing is determined by the contract length (one-year or two-year term). Full termination liabilities are assessed for early termination of service. True Business Total Communications and Digital Total Communications is not eligible for further discounting.

Monthly Recurring Charges	1 Year Term	2 Year Term
Voice Package Price	\$ 269.33	\$ 44.89
Incremental Line Price	\$ 242.60	\$ 40.43
Non-Recurring Charges		
Base Package Installation Fees	\$199	
Incremental Voice Line Package Installation Fees ³	\$20	

9.10 PRI Bundled Package #2

The PRI Bundled Package provides eligible customers with ISDN-PRI service at convenient packaged rates. The package price includes all charges associated with PRI service including, Local Loop, PRI Interface and 24 channels. Any optional features selected will be billed in addition to the PRI Bundled Package rate. The PRI Bundled package is not eligible for further discounts.

Per Package Charges			
	1 Year Term	2 Year Term	3 Year Term
Monthly Recurring	\$ 1,020.60	\$ 918.54	\$ 860.22
Non-Recurring	\$1600.00	\$1600.00	\$1600.00
Optional Features	MRC		
Caller ID Name & Number	\$ 75.00		

9.11 True Business Total Communications and Digital Total Communications #2

True Business Total Communications and Digital Total Communications is designed for customers who need high-speed Internet Access and have a minimum of 6 voice channels. True Business Total Communications integrates voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Product Guide for multi line business.

The True Business Total Communications Base Package includes 6 voice channels, 512K of Internet Access, unlimited local calling, 3000 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package².

Customers may increase the number of voice channels in one-channel increments (up to a maximum of 23 total voice channels). Incremental voice lines include unlimited local calling, 500 minutes of IntraLATA calling, and choice of 6 features per line from the You Choose Feature Package, see Section 10.8.1. The data speed may be increased in 64K increments.

The charges for voice lines are inclusive of appropriate End User Common Line (EUCL), Local Number Portability (LNP), Primary Interexchange Carrier Charges (PICC), Hunting, and Touch Tone charges.

Customers must sign a minimum (1) year term agreement for True Business Total Communications. Full termination liabilities are assessed for early termination of service. True Business Total Communications and Digital Total Communications pricing is contributory but not eligible for discount on the Independence Plan. True Business Total Communications and Digital Total Communications pricing is not eligible for discount on the Standard Plan.

Monthly Recurring Charge	1 Year Term	2 Year Term	3 Year Term
Voice Package Price	\$299.30	\$266.90	\$250.70
Incremental Line Price	\$ 49.88	\$ 44.48	\$ 41.78
Non-Recurring Charges			
Base Package Installation Fees	\$199.00		
Incremental Voice Line Package Installation Fees	\$ 20.00		

9.12 JustCom Service

JustCom Service is a bundled small business package of four exchange access lines. The product offers local usage, intrastate and interstate long distance usage, eight custom calling features and a directory listing for a single flat-rated price. JustCom Service is available to customers on a month to month basis with no a term or volume requirement in accordance with the terms of use specified in 11.8.1 below.

9.12.1 Terms of Use

The following restrictions apply to JustCom Service:

- a. Call-center applications are prohibited, including, but not limited to, auto-dialers.
- b. Non-standard (e.g., excessive) internet connections and other data are prohibited. Services have been engineered to meet typical peak hour usage and anything beyond such use shall be considered non-standard.

9.12.2 Geographic Availability.

JustCom Service is available to customers located within the central office serving areas listed in the table below.

ARVDCOMA	DNVRCPEA	DNVRCOSW
AURRCOMA	DNVRCOMA	DNVRCOWS
BRFDCOMA	DNVRCONE	ENWDCOMA
DNVRCOCH	DNVRCONO	LKWDCOMA
CNVRCOCL	DNVRCOSE	LTNCOMA
CNVRCOCPL	DNVEECOSH	NGLNCOMA
CNVEECODC	DNVRCOSL	WMNSCOMA
	DNVRCOSO	

Base Package Includes	Monthly Recurring Charge	Non-Recurring
Four (4) basic business lines	\$159.95	No Charge

Unlimited Local Calling
Unlimited IntraLATA Minutes
Unlimited InterLATA Minutes

Caller ID Name & Number	Speed Dial 30
3-Way Calling	Voice Mail
Call Waiting	Call Forward Busy
Call Forward Variable	Call Forward Variable

Each Additional Line	Monthly Recurring Charge	Non-Recurring
	\$39.95	No Charge

9.13 Small Business Basic Business Lines

Small Business Basic Business Lines are available to those customers who subscribe to this service as the only local exchange service from the Company. This service provide basic access service and supplies 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 in this Product Guide as well as all applicable Federal, State and Local Taxes and Surcharges.

(A) Small Business Basic Business Lines include the following standard attributes at no cost:

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

Blocking Restrictions- Small Business Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

(B) Small Business Basic Business Line Optional Features:

Small Business Basic Business Line Customers may order the following Optional Features listed below at the Rates specified below:

Call Forward Busy
 Call Forward Don't Answer
 Call Forward Doesn't Answer Ring Select
 Call Forward Variable
 Call Waiting with Cancel Call Waiting
 Call Forwarding of Call Waiting Calls
 Call Transfer
 Speed Calling 8
 Speed Calling 30
 Three Way Calling
 Caller ID Number Only
 Caller ID Name & Number
 Caller ID per Line Blocking
 Distinctive Ringing/ Call Waiting
 Automatic Line (Hotline)
 Circular Hunting
 Sequential Hunting
 Remote Access to Call Forwarding
 Simultaneous Ring
 Anonymous Call Rejection
 Automatic Call Back
 Selective Call Forwarding
 Selective Call Acceptance
 Selective Call Rejection
 Automatic Recall
 Message Waiting Indication- Audible
 Message Waiting Indication- Visual

(C) Optional Feature Packages:

Optional Features that are combined into the following Feature Packages will have discounted pricing based on the number of features in each package. Pricing is listed below.

Packages	Features Included
Feature Package 2	Three Way Calling and Call Forward Variable
Feature Package 3	Three Way Calling, Call Forward Variable, and Call Transfer
Feature Package 4	Call Forward Busy, Call Forward Don't Answer, Three Way Calling and Call Transfer
Feature Package 5	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer and Caller ID Name and Number
Feature Package 6	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer, Caller ID Name and Number and Remote Access to Call Forwarding

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall
MWI- Visual

(D) Small Business Basic Business Line Rates and Charges:

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

<u>Small Business Basic Business Line</u>	<u>NRC</u>	<u>MRC</u>
1 Year Rate	\$46.00	\$87.16
2 Year Rate	\$46.00	\$82.69
3 Year Rate	\$46.00	\$82.69

Features

Anonymous Call Rejection	\$ 9.00	\$ 4.00
Call Forward Busy	\$ 9.00	\$ 3.00
Call Forward No Answer	\$ 9.00	\$ 3.00
Call Forward No Answer Ring Select	\$ 9.00	\$ 3.00
Call Forward Variable	\$ 9.00	\$ 4.00
Call Forwarding of Call Waiting Calls	\$ 9.00	\$ 3.00
Call Transfer w/ Consultation Hold	\$ 9.00	\$ 5.00
Call Waiting w/ Cancel Call Waiting	\$ 9.00	\$ 6.00
Caller ID	\$ 9.00	\$ 6.00
Caller ID w/ Name & Number	\$ 9.00	\$ 7.00
Distinctive Ringing w/ Call Waiting Tone	\$ 9.00	\$ 1.00
Automatic Line	\$ 9.00	\$ 2.00
Circular Hunting	\$ 9.00	\$ 3.00
Sequential Hunting	\$ 9.00	\$ 3.00
Last Call Return	\$ 9.00	\$ 3.00
SimRing	\$14.00	\$ 8.00
Remote Access to Call Forwarding	\$ 9.00	\$ 7.00
Repeat Dialing (Automatic Recall)	\$ 9.00	\$ 3.00
Selective Call Acceptance	\$ 9.00	\$ 3.00
Selective Call Forwarding	\$ 9.00	\$ 3.00
Selective Call Rejection	\$ 9.00	\$ 3.00
Speed Calling – 30 Numbers	\$ 9.00	\$ 4.00
Speed Calling – 8 Numbers	\$ 9.00	\$ 3.00
Three Way Calling w/ Consultation Hold	\$ 9.00	\$ 4.00

Proposed Feature Packages

Feature Package 2	\$18.00	\$ 7.60
Feature Package 3	\$27.00	\$11.70
Feature Package 4	\$36.00	\$12.75
Feature Package 5	\$45.00	\$17.60
Feature Package 6	\$54.00	\$21.75

9.14 Business Services Basic Business Lines

Business Services Basic Business Lines are available to those customers who subscribe to other non-Basic Business Line services from the Company. This service provide basic access service and supplies voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). Business Services Basic Business Line Customers will be charged a Non- Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified in this Product Guide as well as all applicable Federal, State and Local Taxes and Surcharges.

(A) Business Services Basic Business Lines include the following standard attributes at no cost:

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

Blocking Restrictions- Business Services Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked. The additional blocking options listed below are available upon request for no additional charge. Option group B constitutes the default Blocking Option.

Option A	No blocking
Option B	Block 976-like, 500, 976, 900 area codes
Option C	Block 976-like, 500, 976, 900, 01, 011 codes
Option D	Block 976-like, 500, 976, 900, 01, 011, DA
Option E	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International
Option F	Block 976-like, 500, 976, 900, 01, 011, DA, InterLata, International, IntraLATA
Option G	Block 976-like, 500, 976, 900, 0+
Option H	Block 976-like, 500, 976, 900, 0
Option J	Block all

(B) Business Services Basic Business Line Optional Features:

Business Services Basic Business Line Customers may order the following Optional Features listed below at the Rates specified below:

Call Forward Busy
 Call Forward Don't Answer
 Call Forward Doesn't Answer Ring Select
 Call Forward Variable
 Call Waiting with Cancel Call Waiting
 Call Forwarding of Call Waiting Calls
 Call Transfer
 Speed Calling 8
 Speed Calling 30
 Three Way Calling
 Caller ID Number Only
 Caller ID Name & Number
 Caller ID per Line Blocking
 Distinctive Ringing/ Call Waiting
 Automatic Line (Hotline)
 Circular Hunting
 Sequential Hunting
 Remote Access to Call Forwarding
 Simultaneous Ring
 Anonymous Call Rejection
 Automatic Call Back
 Selective Call Forwarding
 Selective Call Acceptance
 Selective Call Rejection
 Automatic Recall
 Message Waiting Indication- Audible
 Message Waiting Indication- Visual

(C) Optional Feature Packages:

Optional Features that are combined into the following Feature Packages will have discounted pricing based on the number of features in each package. Pricing is listed below.

Packages	Features Included
Feature Package 2	Three Way Calling and Call Forward Variable
Feature Package 3	Three Way Calling, Call Forward Variable, and

	Call Transfer
Feature Package 4	Call Forward Busy, Call Forward Don't Answer, Three Way Calling and Call Transfer
Feature Package 5	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer and Caller ID Name and Number
Feature Package 6	Call Forward Busy, Call Forward Don't Answer, Three Way Calling, Call Transfer, Caller ID Name and Number and Remote Access to Call Forwarding

Due to Network Turn Up and testing requirements in all Company Switches, features listed below may not be available at time of Service Activation.

Anonymous Call Rejection
Automatic Call Back
Distinctive Ringing/Call Waiting
Selective Call Forwarding
Selective Call Acceptance
Selective Call Rejection
Automatic Recall
MWI- Visual

(D) Business Services Basic Business Line Rates and Charges:

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

<u>Business Services Basic Business Line</u>	<u>NRC</u>	<u>MRC</u>
1 Year Rate	\$46.00	\$87.16
2 Year Rate	\$46.00	\$82.69
3 Year Rate	\$46.00	\$82.69

Features

Anonymous Call Rejection	\$ 9.00	\$ 4.00
Call Forward Busy	\$ 9.00	\$ 3.00
Call Forward No Answer	\$ 9.00	\$ 3.00
Call Forward No Answer Ring Select	\$ 9.00	\$ 3.00
Call Forward Variable	\$ 9.00	\$ 4.00
Call Forwarding of Call Waiting Calls	\$ 9.00	\$ 3.00
Call Transfer w/ Consultation Hold	\$ 9.00	\$ 5.00
Call Waiting w/ Cancel Call Waiting	\$ 9.00	\$ 6.00
Caller ID	\$ 9.00	\$ 6.00
Caller ID w/ Name & Number	\$ 9.00	\$ 7.00
Distinctive Ringing w/ Call Waiting Tone	\$ 9.00	\$ 1.00
Automatic Line	\$ 9.00	\$ 2.00
Circular Hunting	\$ 9.00	\$ 3.00
Sequential Hunting	\$ 9.00	\$ 3.00
Last Call Return	\$ 9.00	\$ 3.00
SimRing	\$14.00	\$ 8.00
Remote Access to Call Forwarding	\$ 9.00	\$ 7.00
Repeat Dialing (Automatic Recall)	\$ 9.00	\$ 3.00
Selective Call Acceptance	\$ 9.00	\$ 3.00
Selective Call Forwarding	\$ 9.00	\$ 3.00

Selective Call Rejection	\$ 9.00	\$ 3.00
Speed Calling – 30 Numbers	\$ 9.00	\$ 4.00
Speed Calling – 8 Numbers	\$ 9.00	\$ 3.00
Three Way Calling w/ Consultation Hold	\$ 9.00	\$ 4.00

Proposed Feature Packages

Feature Package 2	\$18.00	\$ 7.60
Feature Package 3	\$27.00	\$11.70
Feature Package 4	\$36.00	\$12.75
Feature Package 5	\$45.00	\$17.60
Feature Package 6	\$54.00	\$21.75

9.15 Digital PBX Package

The Digital PBX Package provides customers with Digital PBX service at convenient packaged rates. The package price includes all charges associated with Digital PBX Package including the Local Loop, 24 trunks, Federal Subscriber Line Charge (FSLC), and Local Number Portability (LNP) charges. Any optional features selected will be billed in addition to the Digital PBX Package rate. The Digital PBX package is not eligible for further discounts.

<u>Monthly Recurring Charge</u>	<u>1 Yr. Term</u>	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Digital PBX Package – 24 channels	\$ 770.00	\$ 693.00	\$ 649.00

Non-Recurring Charges

Package Installation Fees	\$ 899.00
Trunk Change Charge	\$ 50.00

9.16 ISDN-BRI Service

BRI consist of two bearer (B) channels and one data (D) channel. The B channels can carry voice conversations at up to 64 Kbps and the D channel can carry data at up to 16 Kbps. The customer's terminal equipment or the interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable with ISDN.

Basic ISDN-BRI includes the following features:

Calling Number and Name Delivery
Touch Tone
Two Telephone Numbers per BRI
Hunting between ISDN-lines

A, Monthly Recurring Charges

1 Year Term	\$ 95.63
2 Year Term	\$ 81.56
3 Year Term	\$ 74.53
5 Year Term	\$ 70.31

B. Non-Recurring Charge \$50.00