

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE**

**1.1 General**

The Company undertakes to furnish two-way telecommunications service pursuant to the terms of this tariff between points within the State of California.

XO Switched Access Service consists of the services offered pursuant to this Schedule 3-T. Service is offered via the Company's facilities and/or in combination with resold exchange services, transmission facilities provided by other certificated carriers, or a combination thereof.

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

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

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

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

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services**

**(A) Description**

Switched Access Service, which is available to Carrier Customers for their use in furnishing their services to end users or other customers, including carriers, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises or other customer, including another carrier. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer designated Premises to an End User's Premises. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGB Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 1 0XXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 + NPA-NXX-XXXX when using the Company's presubscription service.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)

1.2 Access Services, (Cont'd.)

(A) Description, (cont'd.)

800 Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800".

(1) Definitions

**8YY Originating** – Feature Group D originating usage dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services. (N)  
(N)

**Automatic Number Identification (ANI)** – The Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

**Calling Party Number (CPN)** – The SS7 signaling parameter that identifies the subscriber line number or directory number of the calling party.

**Charge Number (CN)** – The SS7 signaling parameter that identifies the billing telephone number of the calling party.

**Entrance Facility** - An Entrance Facility provides the communication path between a Customer's premises and the Company for the sole use of the Customer. (N)  
(N)

**Internet Protocol (IP) Signaling** – A packet data-oriented protocol used for communications call signaling information.

**Multi-Frequency (MF) Signaling** - An in-band signaling method in the which call signaling information is transmitted between network switches using the same voice band channel used for voice.

**Non-8YY Originating** – Feature Group B or D originating usage that is not dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services. (N)  
|  
(N)

**Toll Free** - Toll Free is a service for which the toll charges for completed calls are paid by the toll free subscriber, rather than the calling party. (N)  
(N)

**Toll VoIP-PSTN Traffic** –Interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.

(B) Minimum Period

The minimum period for which Access Service is provided and for which charges are applicable, is one month.

(1) Changes

The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) A change in Switched Access Service traffic type.
- (e) A change in STP Access link.

Some material previously located on this page is now on page 7.)

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(B) Minimum Period (cont'd)**

**(1) Changes (cont'd)**

- (f) A change in STP Port.
- (g) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (h) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

**(2) Minimum Period Charges**

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**(C) Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

**(1) Installation of Service**

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(C) Nonrecurring Charges (cont'd)**

**(2) Service Rearrangements**

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

**(a) Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

**(b) Moves to a Different Building**

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

**(3) Network Blocking Charge**

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased

COMPETITIVE LOCAL CARRIER TARIFF

**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(C) Nonrecurring Charges (cont'd)**

**(3) Network Blocking Charge (continued)**

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Cal. PUC Schedule CLC 3-T, Section 6., for each overflow in excess of ordered capacity.

**(D) Rate Categories**

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Optional Features

- (1) Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 3 following (Meet Point Billing).

(2) Direct Connect

Direct Connect Service is provided using one of the following architectures:

The Company will provide Direct Connect Service between the Customer's Premises and the Company's Local Switching Center switches. This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting at a nominal speed of 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting at a nominal speed of 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in Section 6.1.

The Company will provide Direct Connect between the Customer's Premises and the ILEC's local switch when the local switch and the facilities are leased by the Company from the ILEC. The Company will bill the Direct Connect rates when the ILEC's Category 11 Daily Usage Feed Records indicate that the call was routed directly from the Customers' Premises to the ILEC switch serving the end user customer without routing through the access tandem.

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(D) Rate Categories (cont'd)**

**(2) Direct Connect, (Cont'd)**

When a Customer purchases Direct Connect, if the number of calls over the direct trunks has reached its maximum level, calls not able to be switched over the direct trunks will overflow/be routed to the Customer via an access tandem. In that event, the Customer will be assessed the Tandem Connect rates for such calls. The Direct Connect rate is comprised of the Minutes of Use (MOU) based charges found in Section 6.1.

The Direct Connect rate is a combination of the former End Office Switching, End Office Trunk Port, and Information Surcharge rate element charges.

**(3) Tandem Connect**

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of the Minutes of Use (MOU) based End-Office switching and tandem switched transport functions.

Tandem Connect Charges apply on a per-minute-of-use basis when calls are switched by an ILEC's tandem switch to or from the Company's Local Switching Center or are switched through a tandem switch for which the Company leases from the ILEC the tandem switching function. The rate will vary based on whether the Company leases the tandem switching function on a call. Tandem Connect rates are also Rate Zone based, and use the same Rate Zones found in Section 1.7. Rates and charges for each zone are found in Section 6.2.

Rates and charges for Tandem Connect minutes for which the Company does not lease the tandem switching function from the ILEC do not contain the ILEC's tandem switching charge and are denoted in the Switched Access Rates section as Tandem Connect Without Tandem Switching. Rates for Tandem Connect minutes for which the Company does lease the tandem switching function from the ILEC contain the ILEC's Tandem Switching Charge and are denoted in the Switched Access Rates section as Tandem Connect with Tandem Switching.

The Tandem Connect Without Tandem Switching rate is a combination of the former End Office Switching, End Office Trunk Port, Information Surcharge, Tandem Switched Transport, and Tandem Switched Transport Facility (10 miles) rate element charges. The Tandem Connect With Tandem Switching rate is a combination of the former End Office Switching, End Office Trunk Port, Information Surcharge, Tandem Switched Transport, Tandem Switched Transport Facility (10 miles), and Tandem Switching rate element charges.

(C)(N)

(C)(N)

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(D) Rate Categories (cont'd)**

**(3) Reserved for Future Use**

(C)(D)

(C)(D)

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Advice Letter No. 1303  
Decision No.

Issued by:  
Kelly Faul  
Senior Manager

Date Filed:  
Effective:  
Resolution No.

May 28, 2021  
July 1, 2021

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(D) Rate Categories (cont'd)**

**(3) Reserved for Future Use**

(C)(D)

(C)(D)

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(D) Rate Categories (cont'd)**

**(3) Reserved for Future Use**

(C)(D)

(C)(D)

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(E) 800 Data Base Access Service**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When a Toll Free SAC\*+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the Toll Free number to determine the Customer location to which the call is routed.

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

(C)

(C)

\* Toll Free Service Access Codes (SACs) would include NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

(N)

(N)

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July 1, 2021

**XO Communications Services, LLC**

22000 AOL Way (T)

Dulles, VA 20166 (T)

Cal. P.U.C. Schedule CLC 3-T

4th Revised Sheet 14

Cancels 3rd Revised Sheet 14

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

(D)

(D)

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(F) Switched Access IP Direct Connect**

- (1)** The Company will provide Switched Access IP Direct Connect Service, between the Customer's equipment and the Company's Local Switching Center switch(es). Customer is responsible for purchasing an IP Interconnection service to access the Company's SWA IP Direct Connect Service. The application of rates for SWA IP Direct Connect Service is described in Section 6.4.
- (a)** The SWA IP Direct Connect Service is provided to Customers for which Company has installed a gateway or gateways (the "Gateway") that will allow IP traffic to terminate to the Company's switched network.
- (b)** The SWA IP Direct Connect Service includes connectivity from the Gateway to Company's private IP network, via a dedicated connection purchased from the Company.
- (c)** The SWA IP Direct Connect Service allows voice and call set-up signaling to be carried from the Gateway to the Company's switched network for termination by Company's local switches.
- (d)** The SWA IP Direct Connect Service may be used to terminate traffic to all valid Company NPA-NXXs. Calls will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), service codes 611, 911, and 101XXXX access codes or NPA NXXs not assigned to Company.
- (e)** There are two types of rates and charges that apply to SWA IP Direct Connect Service. These are Usage Rates and Non-Recurring Charges.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service). Non-Recurring Charges apply to each SWA IP Direct Connect Service installed. The charge is applied per line or trunk.

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COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(F) Switched Access IP Direct Connect, (Cont'd.)**

- (2) **Eligibility:** In order to be eligible to subscribe to this SWA IP Direct Connect Service, the following conditions must be met:
- (a) Customers must have purchased from Company and had installed a gateway or gateways, pursuant to a separate non-tariff agreement, that will allow IP traffic to terminate to the Company's switched network;
  - (b) Customers must purchase from Company and have Company install the IP Direct Connect Trunk Group on the Gateway prior to commencement of SWA IP Direct Connect Service;
  - (c) The Customer must have in place a private IP dedicated connection to the Gateway(s) of sufficient capacity to handle the traffic exchanged between the Customer and the Company; and
  - (d) Not more than eighty-nine percent (89%) of the Customer's traffic routed to Company over the previous three (3) months via the SWA IP Direct Connect Service must be jurisdictionally intrastate.
- (3) **Expiration Date:** Company shall have the right to cease offering SWA IP Direct Connect Service upon cancellation of this Section 1.2. Notwithstanding the forgoing, Company shall continue to provide service to current Customers purchasing SWA IP Direct Connect Service for three months following cancellation of Section 1.2
- (4) **Billing of SWA IP Direct Connect Service Minutes:** When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(F) Switched Access IP Direct Connect, (Cont'd.)**

**(5) General Regulations**

- (a)** In order to subscribe to this offering, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed with the Customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the Customer's term and the Access Customer Name Abbreviations (ACNAs).
- (b)** When placing an order for SWA IP Direct Connect Service, the Customer shall provide completed and executed order forms as required by the Company.
- (c)** Customer agrees to purchase SWA IP Direct Connect Service for a period of no less than two years unless the Company cancels this Section 1.2, in which case Section 1.2(F)(3) shall govern.
- (d)** Failure by Customer to provide required signaling information -- including, but not limited to, Calling Party Number and Automatic Number Information -- such that Company can properly determine the jurisdiction of traffic shall be grounds for Company to terminate this offering to the Customer.
- (e)** In order to maintain the quality of the SWA IP Direct Connect Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in the SWA IP Direct Connect Service being unavailable during the time period between 12:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those Customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the Customer.

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COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(F) Switched Access IP Direct Connect, (Cont'd.)**

**(6) Obligations of Company**

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of SWA IP Direct Connect Service. These obligations are as follows:

**(a) Network Management**

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (*i.e.*, those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's SWA IP Direct Connect Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 10.2 of XO Communications Services LLC's Terms & Conditions Product Document.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.2 Access Services, (Cont'd.)**

**(F) Switched Access IP Direct Connect, (Cont'd.)**

**(7) Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of SWA IP Direct Connect Service, as follows:

**(a) Report Requirements:**

When a Customer orders SWA IP Direct Connect Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 4 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein Section 4.

**(b) Supervisory Signaling:**

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

**(c) Design of SWA IP Direct Connect Services:**

It is the Customer's responsibility to assure that sufficient SWA IP Direct Connect Service has been ordered to handle its traffic.

**(d) Network Management**

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 8 of XO Communications Services LLC's Terms & Conditions Product Document.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services**

**(A) Presubscription**

Presubscription is an arrangement whereby an End User may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select as its PIC any IC that orders originating Feature Group D Switched Access Service at the end office that serves the End User. After the End User's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge, as set forth in Cal. PUC Schedule CLC 3-T, Section 6., applies.

At the request of a new or existing End User served by a Feature Group D end office, the Company will provide a list of ICs the End User may select as its PIC. At no additional charge for the initial selection, the End User may choose either of the following options.

- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs; or
- Designate that they do not want to be presubscribed to any IC and choose to dial 1 0XXX or 101 XXXX for all calls to all ICs.

New End Users subscribing to the Company's Exchange Access Service that do not specify a PIC will default to 10XXX or 101XXX dialing. Subsequent to the installation of Exchange Access Service, and after the End User's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Cal. PUC Schedule CLC 3-T, Section 6., applies. This charge is billed to the End User that is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(B) Billing and Collection Services**

The Company will provide the following billing and collection services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

**(1) Recording Service**

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Group D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

**COMPETITIVE LOCAL CARRIER TARIFF**

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas that are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

For Feature Group D Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

**(a) Undertaking of the Company**

- (i) The Company will record all Customer messages carried over Feature Group D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable Customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(a) Undertaking of the Company**

- (ii) A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change. Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.
- (iii) Recorded Customer message detail that is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in Cal. PUC Schedule CLC 3-T, Section 6. will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(b) Liability of the Company**

Notwithstanding Subsection (a) preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in (a)(i) and (ii) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

**(c) Service Order**

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

**(d) Minimum Period and Minimum Monthly Charge**

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month. The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(e) Audit**

Upon forty five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this tariff.

- (i) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (ii) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
- (iii) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of the audit.
- (iv) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(e) Audit, (cont'd.)**

- (v) Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

**(f) Requests for Examinations**

- (i) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (ii) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.
- (iii) Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.
- (iv) All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(2) Automatic Number Identification**

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Cal. PUC Schedule CLC 3-T, Section 6., the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Cal. PUC Schedule CLC 3-T, Section 6. will apply for each ANI record delivered to the Customer.

**(3) Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

BNA Service is provided on both a manual basis. On a manual basis, the information will be provided via email or facsimile.

BNA information is furnished for sent-paid, collect, bill to third number, 700 service messages, calls placed when an end-user dials 1010XXX and messages charged to a calling card that is resident in the Company's data base.

**(a) Undertaking of the Company**

- (i) A request for information on telephone numbers should be emailed or faxed to the Company.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

(v) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

(vi) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

**(b) Obligations of the Customer**

(i) With each order for BNA Service, the Customer shall identify the authorized individual and email or facsimile to receive the BNA information.

(ii) {Reserved for Future Use}

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

- (iii) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (iv) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (v) {Reserved for Future Use}

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

- (vi) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

**(c) Rate Regulations**

- (i) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

COMPETITIVE LOCAL CARRIER TARIFF

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**SECTION 1 - DESCRIPTION OF SERVICE, (CONT'D.)**

**1.3 Miscellaneous Services, (Cont'd.)**

- (iv) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

**1.4 Interconnection**

XO will provide interconnection services to other carriers for the completion of local calls in conformance with Commission rules and regulations.

**1.5 Remote Call Forwarding**

XO will provide remote call forwarding to other carriers in conformance with Commission rules and regulations and the following rates:

**Non-recurring charge:**

|                        |        |
|------------------------|--------|
| Pacific Bell Territory | \$4.15 |
| GTE-C Territory        | \$4.15 |

**Monthly Recurring Charge:**

|                        |        |
|------------------------|--------|
| Pacific Bell Territory | \$1.94 |
| GTE-C Territory        | \$2.29 |

**1.6 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                 |

**1.7 Rate Zones**

A Rate Zone is a geographic area that comprises a specific Incumbent Local Exchange Carrier's (ILEC's) operating territory within the state. All usage rates and charges will be assessed based on the operating territory of the Incumbent Local Exchange Carrier ("ILEC") from which a call originates or to which a call terminates. Zone 1 is the operating territory of Pacific Bell Telephone Company. Zone 2 is the operating territory of Frontier Telephone Companies (Tariff FCC No. 14). For those calls that originate or terminate in any area of the state not within an identified zone, the Zone 1 rates will apply.

(C)(N)

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