
LOCAL EXCHANGE SERVICES

Effective January 31, 2020, the services in this tariff, unless otherwise noted, are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement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 August 27, 2020, services for Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities) are no longer available to new customers. Moves, additions, or changes will no longer be permitted for existing customers.

Effective November 30, 2020, the services in this tariff, including all versions of basic local service, are withdrawn for all customers including Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement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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2.0 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 Minnesota under the terms of this tariff.

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

2.1.1.a Pursuant to Commission decision dated January 3, 2005 in Docket No. P5880,5736/PA-04-1594, XO Minnesota, LLC and Allegiance Telecom of Minnesota were merged into and became XO Communications Services, LLC. Customers who received service from Allegiance Telecom of Minnesota will receive service from XO Communications Services, LLC via the Allegiance tariff MN.P.U.C. No. 1, until the end of their service term commitments. Customers who receive service from XO Minnesota, LLC ("Legacy XO" customers) and new Customers will receive service from XO Communications Services, LLC via this tariff as follows:

Category I Service Plans are set forth in Sections 3, 4 and 7. These Services are available to Legacy XO Customers and to new Customers who are served out of a Central Office having facilities of the former XO Minnesota, LLC but not the former Allegiance Telecom of California, Inc.

Category II Service Plans are set forth in Sections 5, 6 and 8. These Services are available to new Customers who are served out of a Central Office having facilities of the former Allegiance Telecom of Minnesota, Inc.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 45 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 Reserved for future use.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Minnesota without regard to the State's choice of laws provisions.

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

2.1.3.6 The 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.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

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

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary 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.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

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

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

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

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2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

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

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

2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with XO Service.

2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for the transmission of signals by Customer- provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 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.

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

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

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2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Reserved for Future Use

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2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Reserved for Future Use

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Reserved for Future Use

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Reserved for Future Use

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2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.11 Telephone Assistance Plan (TAP)

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and it designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

Eligibility Requirements

To be eligible for assistance, an applicant must meet the following requirements:

- a) This discount applies on a single line at the principal place of residence for the applicant.
- b) Applicant signs document certifying under penalty of perjury that the consumer receives benefits from at least one of the following programs:

Medicaid
Food Support
Minnesota Family Investment Program (MFIP)
Supplemental Security Income
Federal Public Housing Assistance
Low Income Home Energy Assistance Program

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant received benefits from at least one of the following programs:

Bureau of Indian Affairs General Assistance
Tribally administered Temporary Assistance for Needy
Families Head Start (only for those meeting its income
qualifying standard) National School Lunch Program's free
lunch program

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.11 Telephone Assistance Plan (TAP) (Cont'd)

Eligibility Requirements (Cont'd)

Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.

Certification Revocation

If the Telephone Company discovers that conditions exist that disqualify the recipient of TAP, local service will be billed at full rate. The customer will be billed retroactively to whichever is the most recent of the dates TAP assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

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2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.12 Call Tracing2.1.12.1 General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

2.1.12.2 Definitions

- (a) Customer – means a person, firm, partnership, limited liability company, municipality, cooperative association, or organization, governmental agency, or other entity receiving telecommunications service;
- (b) Customer-originated call-tracing service – means a customer-activated, call-specific form of call tracing available as part of a set of services call Custom Local Area Signaling Services (CLASS);
- (c) Emergency – means a situation that appears to present immediate danger to person or property;
- (d) Investigative or law enforcement officer – means an officer of the United States or a state, or a University of Minnesota peace officer, which is empowered by law to investigate or make arrests for crimes related to communications or an attorney authorized by law to prosecute those crimes.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.12 Call Tracing (Cont'd)2.1.12.3 Terms and Conditions

- (a) Call Tracing will be provided when requested by both a Customer and an investigative or law enforcement officer and the Customer has provided consent. Normally, written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the Customer. The Customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

- (b) Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to Customers receiving call-tracing Services.
- (c) The Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- (d) The Company may provide Customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a Customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.12 Call Tracing (Cont'd)

2.1.12.4 Rates

Call Tracing Setup

a. During Normal Business Hours \$1.00

b. Outside of Business Hours \$1.00

Extension of Call Tracing period at request of investigative or law enforcement agency
No charge

Provision of Call Tracing information to investigative or law enforcement agency
No charge

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2.0 Rules and Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)

2.1.13 Telecommunications Access Minnesota (TAM)

2.1.13.1 Definition

Telecommunications Access Minnesota (TAM) provides for a surcharge to establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a message relay service.

2.1.13.2 Eligibility for Communications Devices

To be eligible to obtain a communication device, a person must be:

- A. At least five years of age.
- B. Communication Impaired.
- C. A resident of the state.
- D. A resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state.
- E. A resident in a household that has telephone service or that has made application for service and has been assigned a telephone number.

2.1.13.3 Eligibility for Wiring Installation

If a communication-impaired person does not have telephone service and is subject to economic hardship as determined by the TAM board, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge.

2.1.13.4 Regulations

Service charges shall not apply to eligible persons to establish this program on existing service.

2.1.13.5 Funding

This program shall be funded through a surcharge on residential and business access lines which pay the 911 surcharge, pursuant to Minn. Rules, part 7817.0300.

2.1.13.6 Rates

	<u>Monthly Charge</u>
TAM Surcharge	
Business (911)	\$0.04
Residential (911)	\$0.04

ISSUED: July 8, 2022

EFFECTIVE: August 1, 2022

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LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.2 Prohibited Uses

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

2.3.1.1 the payment of all applicable charges pursuant to this tariff;

2.3.1.2 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.

2.3.1.3 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;

2.3.1.4 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 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2.0 Rules and Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

2.3.1.5 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;

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and 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.

2.3.1.8 Customer shall not route calls to a public safety answering point ("PSAP") or other emergency answering point over XO services from any location other than the Customer Premises at which XO's local voice service is established, unless Customer has subscribed to XO's PS/ALI service as set forth in Section 4.7.3.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)2.3.1.8 Jurisdictional Nature of Traffic

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.

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.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Claims

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

2.3.2.1 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

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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2.0 Rules and Regulations (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

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

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2.0 Rules and Regulations (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

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2.0 Rules and Regulations (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

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

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.1 Payment for Service (Cont'd)

2.5.1.2 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.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

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

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

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due, and Customer will be assessed a 1.5% monthly late charge on past due balances.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of \$30.00.

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LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill promptly. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Minnesota Public Utility Commission in accordance with the Commission's rules of procedure. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

XO Communications Services, LLC
Regulatory Grievances
9201 N. Central Expressway, 4th Floor
Dallas, TX 75231

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 Seventh Place East Suite 350
St. Paul, MN 55101-2147
Telephone: 651-296-0406
Toll Free: 1-800-657-3782
TTY: 651-297-1200
Fax: 651-297-7073
Email: CAOstaff@pucgate.puc.state.mn.us

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

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

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the Customer's account on the first bill rendered;

Federal, state, or municipal governmental agencies may not be required to make advance payments.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.5 Deposit and Guarantor Requirements

The utility may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment.

- a. A Customer, who within the last twelve (12) months has not had Service disconnection for nonpayment of a bill and has not been liable for disconnection of Service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit;
- b. A utility shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment of payment or which is not authorized by this chapter.
- c. No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history without the permission, in writing, of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer with an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit or credit service other than that of a utility shall not affect the determination by the utility as to that Customer's credit history.
- d. Qualifying applicants for Lifeline Service may initial Service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline Customers.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.5 Deposits (Cont'd)

d. (Cont'd)

When required, a Customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months gross bill or existing two months bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will diminished upon return. The deposit shall be refunded to the Customer after twelve (12) consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20.00 at the rate of six (6) percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on the Customer's bill.

Upon termination of Service, the deposit with accrued interest, shall be credited to the final bill and the balance shall be returned with forty-five (45) days to the Customer.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.6 Discontinuance of Service

- 2.5.6.1 The Company may discontinue Service to a Customer without notice under the following conditions:

In the event of tempering with the Company's equipment;

In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or

In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company.

- 2.5.6.2 The Company may discontinue Service to a Customer, under the following conditions after giving Customer five (5) days' notice (excluding Sundays and legal holidays):

for failure of the Customer to pay a bill for Service when due;

for failure of the Customer to meet the Company's deposit and credit requirements;

for failure of the Customer to make proper application for Service;

for Customer's violation of any of the Company's rules on file with the Commission;

for failure of the Customer to provide the Company reasonable access to its equipment and property;

for Customer's breach of the contract for Service between the Company and the Customer;

for a failure of the Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining Service; or

when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

- 2.5.6.3 Service will not be disconnected on Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.6 Allowances for Interruptions of Service (Cont'd)

- 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 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

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. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- 2.6.2.2 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;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4 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;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.6 interruptions of service during any period when the Customer as released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

- 2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.7 Cancellation of Service2.7.1. Cancellation of Application for Service

A Customer must give 45 days prior notice to the Company of its intention to discontinue service.

In the event that Company is required to construct and/or acquire communication facilities in order to provide Service to Customer, Company will incur significant costs in provisioning Service to Customer, including costs associated with constructing and/or acquiring the communications facilities necessary for delivery of Service to Customer. In addition to any other rights and remedies Company may have when a Customer cancels, terminates or breaches an order prior to the effective date, Customer's termination charge shall be determined as follows:

The costs Company incurred to construct and/or acquire communication facilities, including, but not limited to, the Company's recurring and nonrecurring costs of labor, engineering, nonreusable materials, interest, transportation, storage, manufacturers' cancellation charges and any other costs incurred by the Company or its subcontractors prior to completion of installation, including those expenses incurred in preparation for start of installation.

Customer also shall pay Company two months of the monthly recurring charges or minimum monthly revenue commitment level for services that Customer has cancelled along with all non-recurring charges.

2.7.2 Cancellation of ServiceFor Category I Services:

When an order for service is canceled on or after the effective date, Customer must give the Company notice of Customer's intention to cancel thirty (30) days prior to the cancellation date. In the event of cancellation, Customer shall be obligated to pay Company a termination charge equal to all norecurring and recurring charges for the remaining term plus 75% of the average monthly billing service for the three months prior to the termination month (or such lesser period if fewer than three months of Service were utilized) for service times the number of remaining months in the term of the service plan. The service term plan cancellation charges are due and payable immediately upon cancellation of service.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.7.2 Cancellation of Service (Cont'd)For Category II Services:

When an order for service is canceled on or after the effective date, Customer must give the Company notice of Customer's intention to cancel thirty (30) days prior to the cancellation date. In the event of cancellation, Customer will be required to pay an early termination fee(s) as follows:

Service Type	Early Termination Fee
Local T-1s and PRIs	\$300.00 x the remaining number of months left in the Term, per Service
Integrated Services	\$200.00 x the remaining number of months left in the Term, per Service
All other voice circuits (i.e., analog business lines)	\$75.00 x the remaining number of months left in the Term, per Service location. Applies only if all Service at a location is disconnected.

For All Customers:

For Customers that subscribe to a term commitment, Company will notify Customer, in writing, at least forty-five (45) days prior to the expiration of the initial term or any term extension, as applicable, regarding the pending expiration of the Customer's current term of Service and the automatic renewal of the Customer's term. If the Customer does not cancel Service by submitting notice of such cancellation to Company in writing before the end of the existing term, Company will automatically extend the Customer's term of Service for a similar term at the completion of Customer's existing term. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this tariff prior to termination.

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.

LOCAL EXCHANGE SERVICES

2.0 Rules and Regulations (Cont'd)2.9 Notices and Communications (Cont'd)

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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 Courtesy Credits

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