Effective January 31, 2020, the services in this tariff, unless otherwise noted, are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement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Effective November 30, 2020, the services in this tariff, including all versions of basic local service, are withdrawn for all customers including Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and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 A reasonable transition period beyond November 30, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to November 30, 2020 where the Company determines that additional time is needed to establish a replacement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.

- 4.0 <u>Miscellaneous Services and Rates– Category I</u>
 - 4.1 <u>Multiple Service Discounts</u>
 - 4.1.1 <u>Multiple Service Discount One</u>

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

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

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

ISSUED: January 7, 2021

Kelly Faul XO Communications Services, LLC 22001 Loudoun County Pkwy Ashburn, VA 20147 EFFECTIVE: January 27, 2021

4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>

- 4.1 <u>Multiple Service Discounts</u> (Cont'd)
 - 4.1.2 <u>Multiple Service Discount Two</u>

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

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

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

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)

4.2 <u>Satisfaction Guarantee</u>

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

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

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

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

4.0 Miscellaneous Services and Rates– Category I (cont'd)

4.2 <u>Satisfaction Guarantee</u> (Cont'd)

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

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

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

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA

4.0 <u>Miscellaneous Services and Rates– Category II</u> (cont'd)

4.3 <u>Renewal Waiver Offering</u>

This promotion is available to existing Customers who renew their service order agreement by signing a two- or three-year agreement. XO will waive the monthly recurring charges ("MRC") for all Customers who utilize this offering as described below. The MRC does not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges. Any usage above the standard MRC will be billed according to the tariffed product pricing. XO will waive the MRC for the first month of each full 12 month period of the contract signed under this promotion. (e.g. XO will waive the MRC for Customers signing a 3 year contract for 1st, 13th, and 25th months.)

Existing Customers must meet the following requirements in order to be eligible for this promotion:

- 1. Customer must renew XO services at the same or greater level of service as Customer's current service level;
- 2. For Customers who are under a term agreement at the time of renewal, the renewed term commitment shall begin upon the completion of Customer's current term commitment; and
- 3. Customer's XO account must be current as of the date of renewal and no outstanding balance past due.

This offering may not be combined with promotion or discount offering, for any reason, Customer's Service is terminated prior to the end of Customer's term commitment, the Customer will be liable for all credits provided under this promotion.

4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)

4.4 <u>Directory Assistance</u>

A Customer may obtain Local Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at an additional charge as stated below. Customer can obtain a maximum of two requested telephone numbers per Directory Assistance.

4.4.1 Each call to Directory Assistance will be charged as follows:

Directory Assistance dialed by customer – each call \$2.25

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

4.0 Miscellaneous Services and Rates– Category I (cont'd)

4.5 <u>Operator Assistance</u>

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 4.1, surcharges as specified in Section 4.3.1 will apply:

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

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

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

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

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA

4.0 Miscellaneous Services and Rates- Category I (cont'd) Operator Assistance (Cont'd) 4.5 Operator Assisted Surcharges*: The following surcharges will be applied on a per call 4.5.1 basis. Collect Call/Automated \$2.25 Collect Call/Operator Assisted \$2.25 Person to Person/Automated \$2.25 Person to Person/Operator Assisted \$2.25 Station to Station/Automated \$2.25 Station to Station/Operator Assisted \$2.25 Third Number Billing/Automated \$2.25 Third Number Billing/Operator Assisted \$2.25 * Company will charge Customers \$0.10 per minutes for all completed calls Busy Line Verification and Interrupt Service: Busy Line Verification and 4.5.2 Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options: 4.5.2.1 Upon request of the calling party, the Busy Line Verification: Company will determine if the line is clear or in use and report to the calling party. 4.5.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator verifies that the line is busy with a call in progress or is available for incoming calls. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. 4.5.2.3 Rates **Busy Line Verification** \$1.00 **Busy Line Interrupt** \$1.50

4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)

4.6 <u>Directory Listings</u>

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

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

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

Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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

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

<u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

4.0 Miscellaneous Services and Rates– Category I (cont'd)

4.6 <u>Directory Listings</u> (Cont'd)

<u>Additional Listings</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4.4.5.8 and 4.4.5.9.

<u>Nonpublished Listings</u>: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are specified in Sections 4.4.5.8 and 4.4.5.9.

<u>Nonlisted Numbers</u>: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Nonlisted Numbers are specified in Sections 4.4.5.8 and 4.4.5.9.

<u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings

<u>Alternate Call Listings</u>: Where available, this feature is a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

<u>Reference Listing</u>: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Section 4.4.5.8 and 4.4.5.9.

LOCAL EXCHANGE SERVICES Miscellaneous Services and Rates- Category I (cont'd) 4.0 4.6 Directory Listings (Cont'd) 4.6.1 Rates Recurring Charges: Monthly Recurring Charges associated with 4.6.1.1 Directory Listings are as follows: Per Listing or Per Number Charge **Primary Listing** \$0 Additional Listing \$7.35 (I) **Reference Listing** \$7.35 (I) Non-Published \$7.35 (I) Alternate Listing \$7.35 Non-Listed \$5.25 (I) Foreign Directory Listing \$7.35 (I)

4.6.1.2 <u>Non-Recurring Charges</u>: Non-Recurring charges associated with Directory Listings are as follows:

Primary Listing	Per Listing or <u>Per Number Charge</u> \$0
Additional Listing	\$10.00
Reference Listing	\$10.00
Non-Published	\$15.00
Alternate Listing	\$10.00
Non-Listed	\$15.00
Foreign Directory Listing	\$10.00

EFFECTIVE: January 1, 2019

Kelly Faul – Senior Manager, Government Relations 22001 Loudoun County Pkwy Ashburn, VA 20147

4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>

4.7 <u>Emergency Telephone Services</u>:

4.7.1 Enhanced 911 (E911)

Enhanced 911 (E911) allows a telephone user to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the telephone user's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point ("PSAP"). E911 charges are assessed on each access line.

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed. The Company's liability in furnishing service is set forth in Section 2.1.4.

4.7.2 Emergency Systems Service

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

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

4.7.2.1 Conditions of Furnishing Service

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed. The Company's liability in furnishing service is set forth in Section 2.1.4.

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

ISSUED: April 4, 2012

4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>

4.7 Emergency Telephone Services, (Cont'd)

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

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

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

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

4.7.3.1 <u>Restrictions</u>:

Customer must sign a minimum one (1) year term contract. The PS/ALI customer must subscribe to Company's local voice service for which it is requesting a PS/ALI license.PS/ALI is not sold as a stand-alone product. Should the Customer terminate Company's local voice service, PS/ALI shall also be terminated. The Customer shall be subject to early termination penalties.

4.7.3.2 Pricing:

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

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

* As of January 1, 2016, these rates will be available only to existing customers.

** As of January 1, 2016, these rates will be available to new customers.

ISSUED: December 9, 2015

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171 EFFECTIVE: January 1, 2016

- 4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>
 - 4.7 Emergency Telephone Services, (Cont'd)
 - 4.7.3 Private Switch / Automatic Location Identification (PS/ALI), (Cont'd)

4.7.3.3 Requirements:

- (a) The Customer must indicate in writing that the Customer has agreed to any potential changes in calling patterns or volumes resulting from the implementation of PS/ALI.
- (b) Service availability is dependent upon the availability of facilities and the type and configuration of the 911 system in place for the service area.
- (c) The Customer must provide a single point of contact and written documentation to the Company stating that the Customer or its affected PSAPs will:
 - Accept and dispatch calls for those PBX stations,
 - · Assign appropriate Emergency Service Numbers, and
 - Provide any Master Street Address Guide additions or modifications that are required.
- (d) Customer will provide full ten-digit ANI for every station or extension within the private switch. This information must be approved by the Company prior to implementation to assure that no conflict exists between the PBX numbering plan and the Company's overall numbering plan.
- (e) PBX ANI multi-frequency signaling must conform to the Company's and Company's Vendor's specifications for Private Switch/Automatic Location Identification Service Network Interface Specification.
- (f) Customer will create, maintain and forward to the Vendor, current telephone number and address data in the format specified by the Vendor at the time intervals mutually agreed upon by the Vendor and the Customer.
- (g) The Customer is responsible for maintaining the accuracy of the data (i.e., if a station is relocated within the subscriber premises, the subscriber needs to download a new record with this information).
 - (a) Private Switch/Automatic Location Identification Service does not include, and the Company does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber's data management system/process. The Customer has the responsibility for reporting all errors, defects and malfunctions to the Company.

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

- 4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>
 - 4.7 Emergency Telephone Services, (Cont'd)
 - 4.7.3 Private Switch / Automatic Location Identification (PS/ALI), (Cont'd)
 - 4.7.3.3 <u>Requirements</u>, (Cont'd)
 - (i) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Customer contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer.
 - (j) The Customer must supply the Company's Vendor with the initial telephone number-to-address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.
 - (k) The Customer will configure any private switch which it owns or operates so that it connects to at least two dedicated voice grade trunks, recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to this dedicated trunk group without overflowing calls to any other access facility in the private switch. Each system must maintain a P.01 Grade of Service or better for 911 call processing.
 - (1) The Customer will develop and implement methods and procedures to prevent the use or misuse of the voice grade trunks for any use other than E911 telecommunications service. Misuse or abuse of the E911 PS/ALI trunk may result in disconnection of the service in addition to any remedies at law or equity including reimbursement of charges or other expenses associated with the misuse or abuse.
 - (m) The Customer shall use the required computer hardware and software provided by the Vendor for ongoing customer record update programs and processes.

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

- 4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>
 - 4.7 Emergency Telephone Services, (Cont'd)
 - 4.7.3 Private Switch / Automatic Location Identification (PS/ALI), (Cont'd)

4.7.3.3 <u>Requirements</u>, (Cont'd)

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

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

- 4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>
 - 4.8 <u>Vanity Telephone Numbers</u>: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. The charges for Vanity Telephone Numbers are as follows:
 - 4.9 <u>Telecommunications Relay Service</u>: Telecommunications Relay Service enables deaf, hard-ofhearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.
 - 4.10 <u>Presubscription</u>: Provides Customers with the ability to have message toll or long distance calls routed directly to their carrier of choice without the dialing of any additional digits. Customers may select separate carriers for intraLATA and interLATA calls.
 - 4.11 <u>Remote Call Forwarding Service</u>

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

(a) <u>Non-recurring charges</u>:

	Connection Charge, (Per path)	\$ 32.70	
(b)	Recurring charges:		
	Monthly Charges, (First Path)	\$27.22	(I)
	Monthly Charges, (Each Additional Path)	\$26.05	(I)

(c) <u>Usage Charges:</u> Applicable toll rates and surcharges apply per call and per line. Determination of rates is based on location of RCF number termination number. For local calls, the following rates apply:

1 st Minute	\$.043
Each Additional Minute	\$.009

(d) <u>Change Charge:</u> The non-recurring charge will apply each time the number at the Call Forwarding location or the terminating number is changed.

- 4.0 <u>Miscellaneous Services and Rates– Category I, (cont'd)</u>
 - 4.12 Reserved for Future Use

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

- 4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)
 - 4.12 Reserved for Future Use

ISSUED: April 4, 2012

Kelly Faul XO Communications Services, LLC 13865 Sunrise Valley Dr. Herndon, VA 20171

4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)

4.13 <u>Virtual Foreign Exchange Service</u>

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

Virtual Foreign Exchange Service may be provided as Inbound Only, Outbound Only or Two-Way service. Virtual Foreign Exchange Service is available on the following services: Business Lines, Centrex Lines, Analog Trunks, Full Switched T1, Fractional Switched T1, ISDN-PRI and ISDN-BRI. See Section 3 of this Tariff for full product descriptions.

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

4.13.1 Restrictions

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

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

4.0 <u>Miscellaneous Services and Rates– Category I</u> (cont'd)

4.13 <u>Virtual Foreign Exchange Service</u> (Cont'd)

4.13.2 <u>Rates</u>

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

Access Type	MCR	<u>NCR</u>
Virtual Foreign Exchange Business Line	\$20.00	\$25.00
Virtual Foreign Exchange Centrex Line	\$20.00	\$25.00
Virtual Foreign Exchange ISDN-BRI	\$20.00	\$25.00
Virtual Foreign Exchange Trunk	\$20.00	\$25.00
(per DS0 channel)		
Virtual Foreign Exchange Full Switched T1	\$500.00	\$200.00
Virtual Foreign Exchange ISDN BRI	\$500.00	\$200.00

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4.0 <u>Miscellaneous Services and Rates- Category I</u> (cont'd)

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

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

4.0 Miscellaneous Services and Rates-Category I (cont'd)

4.15 <u>Service Order Charge</u>

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

	Non-Recurring Charge
Primary Service Order Charge	
Adding lines, moving services, convert product types	\$50.00 per order
Record Order Charge Adding or changing directory listings, changing billing	
account information	\$15.00 per order
Subsequent Order Charge	
Adding new features, changing existing features	\$50.00 per order
PIC Change Charge	
Changing interLATA or intraLATA carrier	\$5.00 per line
Line Restoral Charge	
Re-establishing service after suspension for non-payment	\$20.00 per line
Re-establishing service after suspension for non-payment	\$20.00 per lille

Technician Visit Charge

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

4.16 <u>Re-Dispatch Charge</u>

Customers will be notified of the re-dispatch charge when the service date is scheduled. If on the date for the turn up of Services, Company is not permitted access to the Customer's or End User's premise for any reason, then an additional installation charge of \$500.00 may apply if a re-dispatch is required in order for XO to turn up Customer's Service. The charge assessed to cover the Company's costs from the ILEC as well as administrative costs of both the ILEC and Company.

4.17 Emergency Redundancy Routing

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

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

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

	<u>Per T-1</u>
Non-Recurring Charge	\$250.00
Monthly Recurring Charge	\$ 29.00

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4.0 Miscellaneous Services and Rates- Category I (cont'd)

4.18 <u>Historic Invoices</u>

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

4.19 Premise Visits

Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, 2) trouble found attributable to Customer provided equipment (CPE). Premise visit charges will not apply to customers subscribing to an Inside Wire Maintenance Plan, or 3) has a move, add, or change request that requires a technician to be dispatched.

Technician Visit Charge / Service Call Charge:

	<u>Residential</u>	Business
Per Occurrence	\$150.00	\$150.00

4.0 Miscellaneous Services and Rates- Category I (cont'd)

4.20 Supplemental Change Charge

Customers will be assessed a Supplemental Change Charge when a change is requested to an installation Service Order in progress. This non-recurring charge will be based on the total monthly recurring charges for the Service Order and the time at which the change was requested during the order process. These charges are outlined below:

	NON-RECURRING CHARGES		
	Timeframe of Change Request		
Monthly Recurring	Within 2 Business Days of	On or after 3 rd Business	Within 5
Charge Range	Order Acceptance	Day after Order	Business Days
		Acceptance and up to the	of Due Date
		5 th Business Day Prior to	
		Due Date	
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

Changes made to Service Orders in progress may result in a change to the order due date. If the Customer requests to keep the original due date additional, charges may also apply as outlined in Section 2.1.7.

4.21 Reserved for Future Use

4.22 Service Extension Charge

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

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

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ISSUED: April 6, 2015