
ACCESS SERVICE

This Tariff, XO Communications Services, LLC Arizona Tariff No. 7, replaces Allegiance Telecom of Arizona, Inc. No. 2 in its entirety, and is now grandfathered. The services in this tariff are available only to existing customers of the former Allegiance Telecom of Arizona, Inc.

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO CARRIER ACCESS SERVICES

FURNISHED BY

XO COMMUNICATIONS SERVICES, LLC

WITHIN THE STATE OF ARIZONA

Issued: May 10, 2013

Effective: June 9, 2013

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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ACCESS SERVICE**EXPLANATION OF SYMBOLS AND ABBREVIATIONS****SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- | | | | |
|---|---|--|-----|
| D | - | Delete or Discontinue | |
| I | - | Change Resulting In An Increase to A Customer's Bill | |
| M | - | Moved From Another Tariff Location | |
| N | - | New | |
| R | - | Change Resulting In A Reduction to A Customer's Bill | |
| T | - | Change In Text or Regulation But No Change In Rate or Charge | |
| C | - | Change in Regulation | (N) |

ABBREVIATIONS

- | | | |
|------|---|---|
| B8ZS | - | Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission. |
| DCS | - | Digital Cross Connect System. |
| DS0 | - | Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. |
| DS1 | - | Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services. |

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)**ABBREVIATIONS, (CONT'D.)**

- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps - Gigabits per second; billions of bits per second.
- ICB - Individual Case Basis.
- Kbps - Kilobits per second; 1000s of bits per second.
- LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC - Local Exchange Company.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Available.
- OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 15552 Mbps.
- POP - Point of Presence.
- XO - XO Communications Services, LLC

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who is responsible for payment for services provided by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

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

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

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SECTION 1 - DEFINITIONS, (CONT'D.)

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - Refers to the Arizona State Corporation Commission, unless otherwise indicated.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Denotes XO Communications Services, LLC and /or any Concurring Carriers.

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - Any person, firm, corporation, government entity or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users, and other carriers or providers that originate or terminate Toll VoIP-PSTN Traffic, or otherwise exchange Toll VoIP-PSTN Traffic with the Company.

Customer Designated Premises - The premises specified for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access - A method for a Customer to directly connect a location of their choice to an XO switch site with non-switched services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End User - Any customer of an intrastate communications service that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

Entry Switch - First point of switching.

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(N)
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(N)

ACCESS SERVICE

SECTION 1 - DEFINITIONS, (CONT'D.)

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

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

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications which originates and terminates within the same state.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Message - A Message is a Call as defined above.

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

N/A - Not Applicable.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Presence - The physical location of an interexchange carrier's facilities.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

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

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of XO Communications Services, LLC

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

- 2.2.1 Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.3 Obligations to the Customer,

2.3.1 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

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

2. In the absence of an agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, this section governs the treatment of Toll VoIP-PSTN Traffic pursuant to 47 C.F.R. § 51.913 and the Federal Communications Commission's orders adopting and amending those rules ("Section 51.913").

(C)
(C)
(D)
|
(D)

3. This section will be applied to identify intrastate Toll VoIP-PSTN Traffic exchanged with a Customer or its affiliate that is a local exchange carrier only to the extent that the Customer or its local exchange carrier affiliate has also implemented billing for intrastate Toll VoIP-PSTN Traffic in accordance with Section 51.913.

(C)
(C)
(C)

B. Rating of Toll VoIP-PSTN Traffic

All interstate Toll VoIP-PSTN Traffic and any intrastate terminating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's relevant interstate switched access rates as provided in sections 5 and 6 of this tariff or XO Communications, LLC Tariff FCC No. 1, Section 6.

(C)
(C)
(C)

As of July 11, 2012, any intrastate originating Toll VoIP-PSTN Traffic will be billed at rates equal to the Company's intrastate originating switched access rates as provided in sections sections 5 and 6 of this tariff or XO Communications, LLC Tariff FCC No. 1, Section 6.

(N)
|
(N)

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of intrastate terminating Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate terminating switched access rates will be applied under section 2.3.1.B, above, by applying a Percentage VoIP Usage ("PVU") factor to the total intrastate terminating switched access MOU received by the Company from the Customer. The PVU will be derived and applied as follows:

(C)
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(C)

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SECTION 2 - TERMS AND CONDITIONS

2.3 Obligations to the Customer, (Cont'd.)

2.3.1 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

1. The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate terminating switched access MOU that the Customer delivers to the Company for termination in the state, that originated in IP format. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C)
2. The Company will, likewise, calculate a factor (the "PVU-X") representing the percentage of the Company's total intrastate terminating switched access MOU in the state that the Company terminates on its network in IP format. This PVU-X shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C)
3. The Company will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate terminating switched access MOU received by the Company from the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-X factor times (1.0 minus the PVU-C factor). (C)
4. The Company will apply the PVU factor to the total terminating switched intrastate access MOU received from the Customer in order to determine the number of intrastate terminating Toll VoIP-PSTN Traffic MOU. (C)

Example 1: The PVU-C is 40% and the PVU-X is 10%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate terminating switched access MOU at the Company's tariffed interstate terminating switched access rates. (C)

Example 2: The PVU-C is 0% and the PVU-X is 10%. The PVU factor is equal to $0\% + (10\% \times 100\%) = 10\%$. The Company will bill 10% of the Customer's intrastate terminating switched access MOU at the Company's tariffed interstate terminating switched access rates. (C)

Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate terminating switched access MOU at the Company's tariffed interstate terminating switched access rates. (C)

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SECTION 2 - TERMS AND CONDITIONS

2.3 Obligations to the Customer, (Cont'd.)

2.3.1 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

5. The Customer shall not modify its reported PIU factor to account for Toll VoIP-PSTN Traffic.
6. The Customer shall retain any call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.
7. If the Customer does not furnish the Company with a PVU-C pursuant to section 2.3.1.C.1, above, the Company will utilize a PVU-C equal to zero.

D. Initial PVU Factor

1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to December 29, 2011, provided that the Customer provides the PVU-C factor to the Company no later than April 15, 2012; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly.
2. The Company may choose to provide credits based on the PVU-C and PVU-X factors on a quarterly basis until such time as billing system modifications can be implemented.

E. PVU Factor Updates

1. The Customer may update the PVU-C factor quarterly using the method set forth in section 2.3.1.C.1, above. If the Customer chooses to submit such updates, it shall provide to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively.
2. The Company may, likewise, update the PVU-X factor quarterly based on data for the prior three months.
3. The Company will use any revised PVU-C and/or PVU-X factors to calculate a revised PVU that will apply prospectively and serve as the basis for subsequent billing until superseded by a new PVU. No prorating or backbilling will be done based on the updated PVU-C or PVU-X factors.

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SECTION 2 - TERMS AND CONDITIONS

2.3 Obligations to the Customer, (Cont'd.)

2.3.1 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU-C factor, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU-C factors furnished to the Company in order to validate the PVU-C factor supplied. The Customer shall supply the requested data and information within 30 days of the Company's request.
2. The Company may dispute the Customer's PVU-C factor based upon:
 - (a) A review of the requested data and information provided by the Customer.
 - (b) The Company's review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.
 - (c) A change in the reported PVU-C factor by more than five percentage points from the preceding quarter.
3. If, after review of the data and information, the Customer and the Company agree upon a revised PVU-C factor, the Customer and the Company will begin using that revised PVU-C factor with the next bill period.

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SECTION 2 - TERMS AND CONDITIONS

2.3 Obligations to the Customer, (Cont'd.)

2.3.1 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification (Cont'd)

4. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU-C factor to no more than two times per year. The Customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the Customer.
 - (a) In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU-C factor, the Company will bill the usage for all contested periods using the most recent undisputed PVU-C factors reported by the Customer. This PVU-C factor will remain in effect until the audit can be completed.
 - (b) The Company will adjust the Customer's PVU-C factor based on the results of the audit and implement the revised PVU-C in the next billing period or quarterly report date, whichever is first. The revised PVU-C factor will apply for the next two quarters before new factors can be submitted by the Customer.
 - (c) If the audit supports the disputed PVU-C factor submitted by the Customer, the usage for the contested periods will be adjusted to reflect such PVU-C factor.

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SECTION 2 - TERMS AND CONDITIONS**2.3 Obligations to the Customer, (Cont'd.)****2.3.2 Call Signaling**

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information, consistent with the requirements of 47 C.F.R. § 64.1600 et seq, as may be amended by the Federal Communications Commission, to the Company on traffic that the Customer's delivers for termination on the Company's network. (C)

A. Signaling System 7 (SS7) Signaling

When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

B. Multi-Frequency (MF) Signaling

When the Customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

C. Internet Protocol (IP) Signaling

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Location of Service

Service originates and terminates at locations within the State of Arizona.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.6 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.6.2 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with applicable Arizona State Corporation Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.8 [Reserved for future use]

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Billing and Payment Arrangements

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

2.10.2 All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.10.3 In the event the Company incurs fees or expenses, including without limitation attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Claims and Disputes

2.11.1 Customer Must Dispute Bills or Rates Charged Within 30 Days of Invoice

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If a Customer does not give the Company written notice of a billing or rate dispute within 30 days from the date the invoice was rendered, such invoice and the charges levied shall be deemed to be reasonable, correct and binding. In the event Customer disputes any billing or rates, Customer shall notify Company in writing, providing the billing identification, trouble ticket number and an explanation for the dispute, and shall nevertheless pay all undisputed charges within the 30 day period specified above.

2.11.2 Dispute Procedures

The date of the dispute shall be the date on which the Customer furnishes the Company the account information required above.

Company will investigate the dispute and attempt to resolve the billing or rate issues within 45 days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner and within the 30 days specified in this Section. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless Customer has first complied with this Section, or in any event more than 90 days after the service is rendered.

The Date of Resolution is the date the Company completes its investigation, provides written notice to the Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company, and credits the Customer's account, if applicable.

(C)(N)
(N)

Upon resolution of dispute, Customer must make payment to Company within 15 days from the Date of Resolution.

In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.10.2.B. If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute within 90 days of the payment due date, penalty interest may be applicable.

If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute after 90 days of the payment due date, penalty interest may be applicable.

(N)

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Claims and Disputes, (Cont'd.)

2.11.2 Dispute Procedures, (Cont'd.)

If the billing dispute is resolved in favor of the Customer, the Customer shall receive a credit from the Company. This credit will be an amount equal to the disputed amount resolved in the Customer's favor.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30day month.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Payment of Deposits

- 2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4 In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.13 Inspection, Testing and Adjustment

- 2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

- 2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Interconnection

- 2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs or price lists.
- 2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Company

- 2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.
- 2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

2.18 [Reserved for future use]

2.19 [Reserved for future use]

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.20 Obligations of the Customer

2.20.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.20.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.20.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.20 Obligations of the Customer, (Cont'd.)

2.20.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.20.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

2.20.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.20 Obligations of the Customer, (Cont'd.)

2.20.7 Jurisdictional Reports

For switched access services, the Company will use the percentage of interstate originating Feature Group D to determine the percent of interstate usage ("PIU") to apply to all other switched access services provided by the Company to the Customer.

For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall report the percentage of interstate use on a quarterly basis and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the reported percentage annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.20 Obligations of the Customer, (Cont'd.)

2.20.8 Jurisdictional Audits

- A. The customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any customer reported PIU or LUP was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.20 Obligations of the Customer, (Cont'd.)

2.20.9 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (1-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (1-PIU) times actual use (measured or Company assumed average use) times the intrastate rate.

A similar calculation is then performed to determine the interstate portion of the bill.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a Customer designated premises to an end user's premises

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The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Manner of Provision

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a pertrunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Rate Categories

There are Five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

3.3.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

3.3.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

3.3.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

3.3.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories, (Cont'd.)****3.3.5 Switched Access Optional Features**

Following are the various optional features that are available, where the technical capability exists, at the rates specified in 3.9.5:

- (a) Cut-Through - This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence.
- (b) Service Class Routing - This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator.
- (c) FGD with 950 Access - This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD customer using FGD signaling protocols and technical specifications.
- (d) Signaling System Seven (SS7) - This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises.
- (e) Basic Initial Address Message Delivery - This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- (f) Called Directory Number Delivery - This option provides the Customer with the telephone number to which the call was directed.
- (g) Flexible Automatic Number Identification Delivery - This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits.

Other optional features may be available on an individual case basis.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 [Reserved for future use]

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Special Construction

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

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

Basis of Rates and Charges - Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Special Construction, (Cont'd.)

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

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.6.1 Network Management

The Company will administer its network to ensure provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

3.6.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Obligations of the Company, (Cont'd.)

3.6.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.6.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.7.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer uses Switched Access Service for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

3.7.2 On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

3.8.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

3.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

Mileage, where applicable, will be measured in accordance with standard industry practices.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.4 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

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

B. Moves to a Different Building

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

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.5 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.6 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges

3.9.1 Reserved for Future Use

3.9.2 Switched Transport Service

A. Nonrecurring Charges

Switched Transport Installation

Per line or trunk:

	MAXIMUM	CURRENT
First	\$1000.00	\$493.00
Each Additional	\$100.00	\$ 45.00

B. Tandem Switched Transport Charge

Per Access Minute of Use

	MAXIMUM	CURRENT
Originating	\$0.015	\$0.006942
Terminating	\$0.015	\$0.003591

(R)

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching

	Per Access Minute of Use		
	MAXIMUM	CURRENT	
Originating	\$0.06	\$0.027402	
Terminating	\$0.06	\$0.021788	(R)

3.9.4 Toll-Free 8XX Data Base Access Service

	MAXIMUM	CURRENT
Per Query Rate	\$0.025	\$0.011

3.9.5 Switched Access Optional Features

ICB

3.9.6 Tandem Switching

	Per Access Minute of Use		
	MAXIMUM	CURRENT	
Originating	\$0.0100	\$0.005	
Terminating	\$0.0100	\$0.003626	(R)

3.9.7 End Office Trunk Port

	Per Access Minute of Use		(N)
	MAXIMUM	CURRENT	
Originating	\$0.000747	\$0.0000000	
Terminating	\$0.000747	\$0.0003735	

3.9.8 Tandem Facility

	Per Access Minute, Per Mile of Use		
	MAXIMUM	CURRENT	
Originating	\$0.000075	\$0.000000	
Terminating	\$0.000075	\$0.000015	(N)

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect

3.10.1 The Company will provide Switch Access IP Direct Connect Service, between the Customer's equipment and the Company's Local Switching Center switch(es). Customer is responsible for purchasing an IP Interconnection service to access the Company's SWA IP Direct Connect Service. The application of rates for SWA IP Direct Connect Service is described in Section 3.10.8.

- A.** The SWA IP Direct Connect Service is provided to Customers for which Company has installed a gateway or gateways (the "Gateway") that will allow IP traffic to terminate to the Company's switched network.
- B.** The SWA IP Direct Connect Service includes connectivity from the Gateway to Company's private IP network, via a dedicated connection purchased from the Company.
- C.** The SWA IP Direct Connect Service allows voice and call set-up signaling to be carried from the Gateway to the Company's switched network for termination by Company's local switches.
- E.** The SWA IP Direct Connect Service may be used to terminate traffic to all valid Company NPA-NXXs. Calls will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), service codes 611, 911, and 101XXXX access codes or NPA NXXs not assigned to Company.
- F.** There are two types of rates and charges that apply to SWA IP Direct Connect Service. These are Usage Rates and Non-Recurring Charges.

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

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

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.2 Eligibility

In order to be eligible to subscribe to this SWA IP Direct Connect Service, the following conditions must be met:

- A.** Customers must have purchased from Company and had installed a gateway or gateways, pursuant to a separate non-tariff agreement, that will allow IP traffic to terminate to the Company's switched network;
- B.** Customers must purchase from Company and have Company install the IP Direct Connect Trunk Group on the Gateway prior to commencement of SWA IP Direct Connect Service;
- C.** The Customer must have in place a private IP dedicated connection to the Gateway(s) of sufficient capacity to handle the traffic exchanged between the Customer and the Company; and
- D.** Not more than eighty-nine percent (89%) of the Customer's traffic routed to Company over the previous three (3) months via the SWA IP Direct Connect Service must be jurisdictionally intrastate.

3.10.3 Expiration Date

Company shall have the right to cease offering SWA IP Direct Connect Service upon cancellation of this Section 3.10. Notwithstanding the forgoing, Company shall continue to provide service to current Customers purchasing SWA IP Direct Connect Service for three months following cancellation of Section 3.10.

3.10.4 Billing of SWA IP Direct Connect Service Minutes

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.5 General Regulations

- A.** In order to subscribe to this offering, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed with the Customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the Customer's term and the Access Customer Name Abbreviations (ACNAs).
- B.** When placing an order for SWA IP Direct Connect Service, the Customer shall provide completed and executed order forms as required by the Company.
- C.** Customer agrees to purchase SWA IP Direct Connect Service for a period of no less than two years unless the Company cancels this Section 3.10, in which case Section 3.10.3 shall govern.
- D.** Failure by Customer to provide required signaling information -- including, but not limited to, Calling Party Number and Automatic Number Information -- such that Company can properly determine the jurisdiction of traffic shall be grounds for Company to terminate this offering to the Customer.
- E.** In order to maintain the quality of the SWAIP Direct Connect Service, the Company reserves the right to perform preventivemaintenance of software updates to the network. This could result in the SWA IP Direct Connect Service being unavailable during thetime period between 12:00 A.M. and 4:00 A.M. Eastern Time on any Wednesday or Sunday. However, the Company only expects toutilize this maintenance window for any given switch on the average ofonce a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those Customers likely to be severely affected by such maintenance work. This maintenance window maybe adjusted by the Company upon written notice to the Customer.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.6 Obligations of Company

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

A. Network Management

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

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.7 Obligations of the Customer

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

A. Report Requirements

When a Customer orders SWA IP Direct Connect Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein Section 2.20.7.

B. Supervisory Signaling

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

C. Design of SWA IP Direct Connect Services

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

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.7 Obligations of the Customer (Cont'd.)

D. Network Management

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.6.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.10 Switched Access IP Direct Connect (Cont.d)

3.10.8 Rates and Charges

SWA IP Direct Connect Service shall be provided at the following rates in the following jurisdictions.

1. End Office Switching Charge

	Per Access Minute of Use	
	MAXIMUM	CURRENT
Originating	\$0.06	\$0.027402
Terminating	\$0.06	\$0.021788

2. IP Transport

	Per Access Minute of Use	
	MAXIMUM	CURRENT
Originating	\$0.015	\$0.006942
Terminating	\$0.015	\$0.0035910

3. Tandem Switching

	Per Access Minute of Use	
	MAXIMUM	CURRENT
Originating	\$0.0100	\$0.005000
Terminating	\$0.0100	\$0.003626

4. End Office Trunk Port

	Per Access Minute of Use	
	MAXIMUM	CURRENT
Originating	\$0.000747	\$0.0000000
Terminating	\$0.000747	\$0.0003735

5. IP Transport Facility

	Per Access Minute, Per Mile of Use	
	MAXIMUM	CURRENT
Originating	\$0.000030	\$0.000000
Terminating	\$0.000030	\$0.000015

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SECTION 4 - DEDICATED ACCESS

4.1 General

The Company provides intrastate Dedicated Access Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated access service is provisioned from the XO switch site to the customer premise. The circuit is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

All Dedicated Access services are offered and priced on an Individual Case Basis (ICB).

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SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. Promotional offerings will be approved by the Commission and made part of this tariff.

5.2 Customer Specific Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Historic Invoices

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

<u>Format</u>	<u>Rate Per Invoice - Maximum</u>	<u>Rate Per Invoice - Current</u>
Electronic	\$20.00	\$10.00
CSV/CD of CDR	\$50.00	\$25.00

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SECTION 6 – MISCELLANEOUS SERVICES, (CONT'D)

6.2 Service Order Changes

6.2.1 Service Order Change Charges

Customer will be assessed a non-recurring charge when it initiates a modification of a Service Order after its acceptance by XO. If a Service Order is modified after its acceptance by XO, per-Circuit change charges will apply as follows: \$50 for any change requested by Customer within five (5) days of Service Order acceptance; \$200 for any change requested by Customer between five (5) days of Service Order acceptance and five (5) days of the projected Start of Service Date; and \$400 for any change requested by Customer within five (5) days of the projected Start of Service Date. In addition, Customer must pay all third party charges imposed as a result of the change.

6.2.2 Service Order Cancellations

Customer will be assessed a non-recurring charge for each Circuit cancelled between the date of its acceptance by XO and the projected Start of Service Date. The cancellation charges will be as follows:

Circuit Type	Cancellation Charge – Per Circuit
DS1	\$750.00, plus one month's MRC
DS3	\$1,500.00, plus one month's MRC
All other Circuit types	One month's MRC and applicable installation charges

In addition to these charges, Customer must pay all third party charges imposed as a result of the cancellation.

(N)

(N)

