Effective September 10, 2019, the services in this tariff are no longer available to new customers. Moves, additions and changes will only be available for authorized services provided by Verizon or an affiliated entity. For existing Federal, State and Local Government Agencies, and Educational Institutions, modifications to current service offerings will continue to be subject to the tariff.

This tariff, Missouri Tariff No. 8 submitted on behalf of XO Communications Services, LLC, cancels and replaces Tariff No. 8 submitted on behalf of XO Communications Services, Inc. and Tariff No. 5, submitted on behalf of XO Missouri, Inc. and Missouri Tariff No. 1, submitted on behalf of Allegiance Telecom of Missouri, Inc. in their entirety.

Schedule of Rates, Rules and Regulations Governing of Local Service Provided in the State of Missouri

## OFFERED BY

## **XO** Communications Services, LLC

XO Communications Services, LLC is a Competitive Telecommunications Company under the Revised Statutes of Missouri

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Kelly Faul – Senior Manager 22001 Loudoun County Pkwy Ashburn, VA 20147 Effective: September 10, 2019

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#### **SECTION 1 - DEFINITIONS**

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

**Company -** XO Communications Services, Inc., the issuer of this tariff, which is a Delaware corporation, or any of its affiliates which concur in this tariff.

**Commission -** The Missouri Public Service Commission.

**Competitive Response/Competitive Situation -** Any action taken by the Company to win or retain a Customer that would not have otherwise occurred without such an action.

**Customer** - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

**IntraLATA Service** - Service which originates and terminates within the same Local Access Transport Area (LATA).

**InterLATA Service** - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

**M/M** - Month to month.

MOU - Minutes of use.

**Non-Recurring Charges** - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the Service Order is executed.

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# SECTION 1 - DEFINITIONS, (CONT'D.)

**Toll Free – Overflow to Dedicated** - Allows Customer to control potential congestion of calls by sending overflow to a pre-determined dedicated access trunk.

**Toll Free – Overflow to Switched** - Allows Customer to control potential congestion of calls by sending overflow to a pre-determined switched access trunk.

**Two Point Message Toll Service** - Furnishing of facilities for telecommunications between different local calling areas in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

**United States -** The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

**User or End User -** Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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(N)

XO Communications Services, LLC (T)

### INTEREXCHANGE SERVICES TARIFF

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### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

The following sections will apply to customers who are served by a Central Office where the former XO Missouri, Inc. has facilities and to existing Customers of XO Missouri, Inc. as of February 26, 2005.

## Category One - Sections 3.1 thru 3.13.2

**3.1** Reserved for Future Use

(Material previously found on this page has been moved to Original Page 95.)

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### **SECTION 4 - PROMOTIONAL OFFERINGS**

The Company may, from time to time, engage in special promotional service offerings designed to attract new customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and are subject to prior Commission approval.

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

In lieu of the Customer receiving applicable volume discounts and/or promotional credits on a monthly invoice, the Company may, in a nondiscriminatory manner, utilize other methods of payment, subject to the terms and conditions of this tariff.

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### **SECTION 5 - CUSTOMER SPECIFIC PRICING**

At the option of the Company, service may be offered through a contract entered into on an individual case basis to meet specialized requirements of the Customer not contemplated in this tariff. Rates for these contracts will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Commission staff by request on a proprietary basis.

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### **SECTION 6 - GRANDFATHERED SERVICES**

**6.1 Message Toll Service** - *As of October 7, 2005, this product will only be available to current customers at their current locations.* 

Message Toll Service (MTS) is a direct dialed communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate and terminate intrastate MTS from locations served by the Company within the state of Missouri. Operator Assistance, Toll Free Service and Directory Assistance services are available to Customers of the Company's MTS service subject to the provisions of this tariff.

For the purposes of this Section 3.1, timing of messages will be determined by the following method.

- (a) Chargeable time begins when connection is established between the calling station and the called station.
- (b) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- (c) Chargeable time does not include time lost due to faults or defects in the connection.
- **6.1.1** Rates for this Section 3.1.1 are usage sensitive and billed in six (6) second increments after an initial increment of sixty (60) seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded off to the nearest higher cent. The following rate applies to toll calls originating and terminating in the State of Missouri:

\$0.15 per MOU

(Material on this page has been moved from First Revised Page 42.)

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#### **SECTION 7 - CONTRACT TARIFFS**

#### 7.1 Contract Tariff Option 101

**7.1.1 Description**: This Contract Tariff Option provides a discount on Monthly Recurring Charges (MRCs) for customers who order any of the following newly installed services ("Subscribed Services") in accordance with the requirements set forth in this Contract Tariff Option 101:

Rate/Service Element	<b>Tariff Section</b>
Toll Free Number - Per Number	3.17, 3.18, 6.3
XO Long Distance Business Plans	3.22

- **7.1.2** Eligibility: The customer must meet all of the following criteria in order to be eligible to receive the rates, terms and conditions of this Contract Tariff Option 101:
  - **A.** The customer must subscribe to this Option 101 by submitting a written authorization in a manner designated by the Company during the period from March 28, 2015 through July 31, 2015 (the "Subscription Period");
  - **B.** The customer must order new installations of at least one of the following services listed above in Section 7.1.1.
  - **C.** The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 101, unless the later date is designated by the Company.
  - **D.** The customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Company and available to the customer either currently or at any time during the Service Period, which contract tariff option, special service arrangement, or ICB provides a discount, credit or other reduction in rates or terms based on achievement of revenue or volume targets by the customer for the services ordered pursuant to this Option 101.
- **7.1.3** Service Period: The Service Period subscribed to under this Option 101 is one, two, or three years and Company and Customer must agree on the service period prior to commencement of service. The Service Period shall commence on the day that the newly installed service is accepted by the customer and end at the end of the term associated with the service period subscribed to.

#### 7.1.4 Terms and Conditions

A. Except as set forth in this Option 101, the rates, terms and conditions set forth in the sections listed for the Subscribed Services shown in Section 7.1.1 will apply for the Subscribed Service.

Kelly Faul, Senior Manager 22001 Loudoun County Pkwy Ashburn, VA (N)

Missouri Tariff No. 8

1<sup>st</sup> Revised Page 103 Cancels Original Page 103