Missouri Public
Service Commission
REC'D FEB 14 2001

XO Missouri, Inc.

Regulations, Descriptions, and Rates

Applicable to Furnishing

Message Toll Services

within the State of Missouri

Missouri Public
Service Commission
FILED MAR 22 2001

ISSUED: February 14, 2001

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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate message toll services by XO Missouri, Inc. (hereinafter the "Company") from its operating locations throughout the state of Missouri to business Customers. Service is furnished by means of wire, terrestrial microwave radio, optical fibers, satellite circuits or a combination thereof. Service is subject to transmission, atmospheric conditions and like conditions.

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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

(C) - To signify changed conditions or regulation.

(D) - To signify discontinued rate, regulation or condition.

(I) - To signify increase.

(K) - To signify that material has been transferred to another sheet or place in the tariff.

(M) - To signify that material has been transferred from another sheet or place in the tariff.

(N) - To signify a new rate, regulation, condition or sheet.

(O) - To signify no change.

(R) - To signify reduction.

(T) - To signify a change in text for clarification.

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Regulatory and External Affairs
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Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

TABLE OF CONTENTS

	Page
TITLE PAGE	
APPLICATION OF TARIFF	1
CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS	2
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	3
TABLE OF CONTENTS	4
1. DEFINITIONS	7
2. GENERAL REGULATIONS	9
2.1 Undertaking of the Company	9
2.1.1 Scope	9
2.1.2 Shortage of Equipment and Facilities	9
2.1.3 Terms and Conditions	9
2.1.4 Liability of the Company	11
2.1.5 Notification of Service Affecting Activities	15
2.1.6 Provision of Equipment and Facilities	16
2.1.7 Special Construction	17
2.1.8 Ownership of Facilities	18
2.1.9 Operator Services	19
2.2 Use of Service	20
2.2.1 Prohibited Uses	20

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

TABLE OF CONTENTS

		Page
2.3	Obligations of the Customer	20
2.3.1	Customer Responsibilities	20
2.3.2	Claims	22
2.3.3	Liability for Calling Card Fraud	23
2.4	Customer Equipment and Channels	24
2.4.1	In General	24
2.4.2	Station Equipment	24
2.4.3	Interconnection of Facilities	24
2.4.4	Inspections and Testing	25
2.5	Payment Arrangements	25
2.5.1	Payment for Service	25
2.5.2	Billing and Collection of Charges	26
2.5.3	Advance Payments	27
2.5.4	Deposits	28
2.5.5	Discontinuance of Service	28
2.5.6	Cancellation of Application for Service	31
2.6	Allowance for Interruptions in Service	31
2.6.1	Credit for Interruptions	32
2.6.2	Limitations on Allowances	33
2.6.3	Use of an Alternative Service	34
2.6.4	Cancellation for Service Interruptions	34
2.7	Cancellation of Service	34
2.8	Transfers and Assignments	35
2.9	Notices and Communications	35
2.10	Courtesy Credits	35

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
REC'D JUN 1 8 2002
Service Commission

TABLE OF CONTENTS

			Page	
3.	SERVICE AND RATE DESCRIPTIONS		36	
	3.1	Message Toll Service	36	
	3.2	Toll Free Service	37	
	3.3	Operator Assistance	38	
	3.4	XO Gold and Platinum Services	39	
	3.5	Term and Volume Discount	43	
	3.6	X Options Promotional Service Offering	44	
	3.7	Private Line	46	
	3.8	Dedicated Long Distance	53	
	3.9	XOption Service Offering	55	
	3.10	Multiple Service Discount	56	
	3.11	Employee Services	56.1	
	3.12	Directory Assistance	56.2	(N)
4.	PROMOTIONAL OFFERINGS		57	
	4.1	Satisfaction Guarantee	58	
	4.2	Keeping the Momentum Promotion	60	
5.	CUSTOMER SPECIFIC PRICING		61	
	5.1	Competitive Response/Competitive Situation	61	
6.	XO Prepaid Card Service		62	
	6.1	XO Prepaid Card Face Value	62	
	6.2	Payphone Surcharge	62	
	6.3	Expiration of Prepaid Cards/Rechargeable Cards	63	
	6.4	Additional Requirements/Conditions of Service	63	

Missouri Public
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Service Commission

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
Service Commission

REC'D FEB 14 2001

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 Missouri, Inc., the issuer of this tariff, which is a Washington 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.

Missouri Public
Service Commission

FILED MAR 22 2001

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.

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide the Customer with interLATA service without having to dial a special access code.

Originating Off-Net: A call originating on and placed via non-company owned or company leased facilities.

Originating On-Net: A call originating on and placed via company owned facilities.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission

REC'D FEB 14 2001

1. DEFINITIONS (Cont'd)

Service Order: The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

Station-to-Station: Service where the person originating the call from other than a public or semi-public coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

Toll Free – Real Time ANI: Allows Customer to receive calling party's telephone number as a component of the call set-up.

Toll Free – Call Blocking/Area Code: Allows Customer to specify areas from which toll free calls can or cannot originate. Customer can block access by country, state, LATA or NPA.

Toll Free – Digital Number Identification Service: Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the specific toll free numbers to a different point of termination.

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.

Missouri Public
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MAR 22 2001

Missouri Public
Service Commission

REC'D FEB 14 2001

2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide domestic intrastate message toll service to business customers in accordance with the terms and conditions set forth in this tariff.

The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 Shortage of Equipment or Facilities

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

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

Missouri Public
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MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis, or as specified in the Service Order Agreement, at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which, by their nature, extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.1.3.5 Service may be terminated upon written notice to the Customer if:

a. the Customer is using the service in violation of this tariff, or

b. the Customer is using the service in violation of the law,

or as set forth in Section 2.5.5 of this Tariff.

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

Missouri Public
Service Commission
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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects, representations, or use of these services, or arising out of the failure to furnish the service, whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.

2.1.4.2 Except for the extension of allowances to the Customer for interruption in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

Missouri Public Service Commission
RECD FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

2.1.4.4 The Company shall not be liable for any claims for loss or damages involving any act or omission of (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.

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

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
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RECD FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company is not liable for any defacement of, or damage to, Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than thirty (30) days after the date of the occurrence that gave rise to the claim.

2.1.4.10 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another carrier; and all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

2.1.4.11 The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person, or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.

2.1.4.12 With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed.

2.1.4.14 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities.

2.1.4.15 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.5 Notification of Service-Affecting Activities

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

Missouri Public Service Commission
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MAR 22 2001

Missouri Public
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REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

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

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

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

Missouri Public
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Missouri Public
Service Commission

REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer-provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Special Construction

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

(a) where Company facilities are not presently available, and Company agrees to construct those facilities;

(b) of a type other than that which the Company would normally utilize in the furnishing of its services;

Missouri Public
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Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
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Missouri Public
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RECD FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Special Construction (Cont'd)

(c) over a route other than that which the Company would normally utilize in the furnishing of its services;
(d) in a quantity greater than that which the Company would normally construct;
(e) on an expedited basis;
(f) on a temporary basis until permanent facilities are available;
(g) involving abnormal costs; or
(h) in advance of its normal construction.

Special construction charges will be determined on a case by case basis.

2.1.8 Ownership of Facilities

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

Missouri Public
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MAR 22 2001

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Missouri Public
Service Commission
RECD FEB 14 2001

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Operator Services

2.1.9.1 Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (a) subscriber notification or (b) Company's knowledge.

2.1.9.2 The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.

2.1.9.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

2.1.9.4 Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone company (LEC) billing.

2.1.9.5 Company will employ reasonable calling card verification procedures, acceptable to the company issuing the calling card.

2.1.9.6 Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

2.1.9.7 Upon request, Company will transfer calls to another authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.

2.1.9.8 Company will refuse operator service to traffic aggregators that block access to other companies.

2.1.9.9 Company will assure that traffic aggregators will post and display information including: (a) that Company is the operator service provider; (b) detailed complaints procedures; and (c) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

Missouri Public
Service Commission
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MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.2 Use of Service

Service is provided for use by the Customer and may be used by others, when so authorized by the Customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the Customer's responsibility for all payments required under this tariff.

2.2.1 Prohibited Uses

2.2.1.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.2.1.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.1.3 The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

Missouri Public Service Commission
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MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.3.2 Claims

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

(a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
Service Commission

REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Liability for Calling Card Fraud

2.3.3.1 The Customer is liable for the unauthorized use of the Company's facilities, equipment, and services obtained through the fraudulent or other unauthorized use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

2.3.3.2 The Customer's liability for unauthorized use shall not exceed the lesser of $50 or the amount of services obtained by the unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection.

2.3.3.3 The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, notice occurs when the Company receives oral or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. Written notice shall be sent to the Company's address as designated pursuant to Section 2.9.2 and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's business office or by telephone at the Company's listed telephone number.

2.3.3.4 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent.

Missouri Public
Service Commission

FILED MAR 22 2001

Missouri Public
Service Commission

REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

2.4.2.1 Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

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

2.4.3 Interconnection of Facilities

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

2.4.3.2 The Company's service may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

Missouri Public
Service Commission

FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspection and Testing

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this tariff, all rates are in U.S. dollars. If the Customer does not remit payment by the date as indicated on the invoice, the Company may impose a 1.5% finance charge.

Missouri Public
Service Commission
FILED MAR 22 2001

MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated (excluding taxes on the Company's net income), imposed on or based upon the provision, sale or use of the Company's services. All such taxes shall be separately designated on the Company's invoices. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges may be passed on to the Customer, subject to Commission approval. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for usage sensitive, Recurring Charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit to the Customer by crediting the Customer's account upon satisfactory payment of fees owed for twelve consecutive months. Interest shall be paid on the deposit in accordance with Commission rules. A deposit may be required in addition to an advance payment.

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amount owing the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company or its agents to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
RECD FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.5.7 Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this sub-section 2.5.5.7 if

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);

(b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);

(c) the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4;

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used;

(e) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;

(f) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;

(2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) any other fraudulent means or devices;

(g) the Customer owes any sum thirty (30) days past due;

(h) within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.8 The discontinuance of service(s) by the Company pursuant to this Section 2.5.5 does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service cannot be canceled unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements.

The special charges described in 2.5.6.2 will be calculated and applied on a case-by-case-basis.

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission

REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances will be calculated as follows:

Interruptions of 24 hours or Less.

Length of Period to be Credited	Interruption Credit
Less than 15 minutes	None
15 minutes up to, but not including, 3 hours	1/10 Day
3 hours up to, but not including, 6 hours	1/5 Day
6 hours up to, but not including, 9 hours	2/5 Day
9 hours up to, but not including, 12 hours	3/5 Day
12 hours up to, but not including, 15 hours	4/5 Day

Missouri Public
Service Commission

FILED MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Length of Period to be Credited	Interruption Credit
15 hours up to, but not including, 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one month period.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(g) interruption of service due to circumstances or causes beyond the control of the Company;

(h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of an Alternative Service

Should the Customer elect to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5.2: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term; or in the alternative, the Customer will be responsible for paying any and all termination liabilities contained in a Service Order entered into by the Customer and the Company.

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public Service Commission
MAR 2 2 2001
FILED MAR 22 2001

Missouri Public Service Commission
REC'D FEB 14 2001

2. General Regulations (Cont'd)

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 Except as otherwise provided in Section 2.3.2, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth in Section 2.9.3.

2.10 Courtesy Credits

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

Missouri Public Service Commission
FILED MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

Missouri Public
Service Commission
REC'D FEB 14 2001

3. Service And Rate Descriptions

3.1 Message Toll Service

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.

Missouri Public
Service Commission
FILED MAR 22 2001

MAR 22 2001

Nancy Krabill, Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public Service Commission
REC'D FEB 14 2001

3. Service And Rate Descriptions (Cont'd)

3.1 Intrastate Message Toll Service (Cont'd)

3.1.1 Rates for this Section 3.1.1 are usage sensitive and billed in six (6) second increments. 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:

$.15 per MOU

3.2 Toll Free Service

Toll Free Service is an inward calling switched or dedicated access service that permits a call to be completed at the Customer's premises without charge to the calling party. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g. 800-NXX-XXXX) which will terminate at the Customer's premises.

3.2.1 Rates for this Section 3.2.1 are usage sensitive and billed in six (6) second increments. 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 on a per minute basis to all Toll Free calls originating and terminating in the State of Missouri:

$0.21 per MOU

Missouri Public Service Commission
FILED MAR 22 2001

MAR 22 2001

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

3. Service And Rate Descriptions

3.3 Surcharges

3.3.1 Operator Assisted Surcharges for the State of Missouri

The following surcharges will be applied on a per call basis for calls originating in the State of Missouri:

	Auto	Live
Calling Card/Credit Card	$1.00	$2.00
Third Number Billing	$2.25	$2.25
Collect Calling	$2.00	$3.00
Person to Person	$3.00	$3.00
Station to Station	$1.80	$1.80

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3.3.2 Payphone Surcharge

A payphone surcharge will be charged for each toll free call placed from a pay telephone, calling card, toll-free switched and dedicated services traffic, and any 10-10-XXX-0-plus dial around service traffic.

Per Call $0.30

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

Missouri Public
Service Commission
REC'D FEB 14 2001

3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 XO Gold and Platinum Services

XO's Gold and Platinum Services provide XO's customers with direct dialed communications services which are available for use by its customers on a twenty-four (24) hours a day seven days a week basis. Customers may originate Gold and Platinum services from locations served by the Company, and may terminate such calls to any location within the State of Missouri. Gold and Platinum Services include 1+ Outbound and Inbound Service, Calling Card, Toll Free Service and Directory Assistance Services as set forth below. Customers may not substitute other services or rates for those set forth in this section or other sections of this tariff that are associated with the Gold and Platinum Service, excepted as explicitly permitted by the terms and conditions of the Gold and Platinum Service.

For the purposes of this Section, 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.

3.4.1. Usage Rates

Usage Rates for Gold and Platinum Services are billed in six (6) second increments with an initial billing period of six seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded to the nearest cent using natural rounding, however, there will be a minimum charge of $0.01 per completed call. The following rates apply to intrastate interLATA and IntraLATA calls.

Missouri Public
Service Commission
FILED MAR 22 2001

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

MAR 22 2001

3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 XO Gold and Platinum Services (Cont'd)

3.4.1 Usage Rates (Cont'd)

XO Platinum is an On-Net service where XO is the provider of local service. XO Gold is an Off-Net service where the local service is provided by a LEC other than XO.

3.4.1.1 Standard Rates for Inbound and Outbound Services:

Effective December 3, 2001, these rates will become effective to new customers.

Platinum Rate	$0.089
Gold Rate	$0.125

Effective December 3, 2001, these rates will be grandfathered.

Platinum Rate	$0.093

The Platinum Rate listed below becomes effective July 4, 2003, subject to completion of service agreement commitments.

Gold Rate	$0.142	
Platinum Rate	$0.0816	(N)

*If the Company offers intraLATA service(s) elsewhere in this tariff at rates that are different then the intraLATA rates set forth in Section 3.4.1.1 above, the customer at its option can substitute such rates for the intraLATA rates set forth in Section 3.4.1.1 above.

3.4.3 Payphone Surcharge

A payphone surcharge will be charged for each toll free call placed from a pay telephone, calling card, toll-free switched and dedicated services traffic, and any 10-10-XXX-0-plus dial around service traffic.

Per Call	$0.30

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Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 XO Gold and Platinum Services (Cont'd)

3.4.6 Calling Card Service

Calling Card Service is available to new and existing Customers after May 11, 200. Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue Company Calling Cards that will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the toll free access number. Access to Company Calling Card is gained by dialing a Company-designated toll free access number (e.g. 800-NXX-XXXX) and then entering a 10 digit account number plus a four digit personal identification number (PIN) and the called telephone number. The optional features set forth in Section 3.4.6.3 following will also be available to Calling Card Customers.

3.4.6.1 Rates

In addition to the per minute rates below, a surcharge of $0.50 will be added to each completed calling card call originating and terminating in the united States. (N) | (N)

Rates for this Section 3.4.6.1 are usage sensitive and billed with an initial billing period of eighteen (18) seconds and in six (6) second increments thereafter. 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 rates apply on a per minute basis to all Company Calling Card Calls issued originating and terminating within the State.

Company Calling Card Rate	$0.20 per MOU

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Regulatory and External Affairs
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2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.4 XO Gold and Platinum Services (Cont'd)

3.4.6 Calling Card Service (Cont'd)

3.4.6.2 Operator Assistance

Customers placing an operator assisted calling card call as a XO Gold and Platinum Service Customer or XO Customer will be charged a rate of $1.05 per call for direct connect/station-to-station and $4.95 per call for direct connect/person-to-person.

(D)

3.4.6.3 Account Codes (T)

	MRC	NRC
Verified Account Codes (1-100)	$10.00	$25.00
Verified Account Codes (per 100 after first 100)	$10.00	$25.00

(N)

3.4.7 Discount Schedule Gold/Platinum Pricing

Customers are eligible for discounts based on usage levels and contract terms as shown below. Elements included in determining the annual commitment level, excluding taxes and surcharges, are: local line monthly recurring charges; local usage; intrastate, interstate, and international long distance usage; calling card usage; international toll-free usage, internet service, DSL services, conference calling services, and private line services. The discount will be applied monthly in the form of a credit off the bottom line of the Customer's bill. The discount will be applied to the following elements: intrastate and interstate toll-free and outbound services; intrastate and interstate calling card services; international toll-free; and other international services. In the event customer's Company billings fail to equal or exceed Customer's Gold/Platinum revenue commitment, Company will bill Customer for the actual amount of Company service utilized plus the difference between the actual amount of service utilized and Customer's annual revenue commitment.

Discount Schedule based on annual commitment level and term of contract:

Annual Commitment Level	1 Year	2 Year	3 Year
$3,600	5.0%	6.5%	8.5%
$6,000	7.5%	9.5%	11.5%
$12,000	12.5%	14.5%	16.5%
$18,000	15.0%	17.0%	19.0%
$24,000	17.5%	19.5%	21.5%
$60,000	20.0%	22.0%	24.0%
$120,000	22.0%	24.0%	26.0%
$240,000	24.0%	26.0%	28.0%
$600,000	26.0%	28.0%	30.0%

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.5 Term Discounts

Total Customer billing (including tariffed and non-tariffed services) contributes to the Annual Commitment:

Annual Commitment	Month-to-Month	One Year	Two Year	Three Year
$3600	0.0%	5.0%	6.5%	8.5%
$6000	1.0%	7.5%	9.5%	11.5%
$24,000	7.0%	17.5%	19.5%	21.5%
$60,000	9.0%	20.0%	22.0%	24.0%
$120,000	11.0%	22.0%	24.0%	26.0%
$240,000	13.0%	24.0%	26.0%	28.0%
$600,000	15.0%	26.0%	28.0%	30.0%

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MAR 22 2001

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.6 X Options Promotional Service Offering

X Options is a promotional service offering that is available to customers who enter into a service order agreement for this offering on or before March 31, 2001. The X-Option Service Promotion is a bundled promotion offering for Business customers who purchase, at the same customer location, local exchange, outbound domestic long distance and DSL or Dedicated Internet Services from the Company. This service promotion is subject to the availability of facilities and only offered where technically feasible.

Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

Pursuant to the X-Option Service Promotion Offering set-forth in Section 4.20 of the Company's Local Exchanges Services Tariff, P.S.C. Mo. No.2, the Customer will receive a specified amount of monthly minutes of use for local exchange service and outbound domestic long distance service, depending on the option selected. Additional outbound domestic long distance minutes of use above the specified amount listed for each X-Option shall be billed in six second increments at a rate of $0.05 per minute of use. Unused domestic long distance minutes may not be carried over to the subsequent months or transferred to other users.

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.6 X Options Promotional Service Offering (Cont'd)

In addition to the services offered in the bundle promotion, Customers will be billed at the following rates for usage of the following optional services:

3.6.1 Toll Free Service

Calls will be billed in six second increments with an initial billing period of thirty seconds at a rate of $0.05 per minute of use.

3.6.2 Calling Card Service

Calling Card Service is available at $0.20 per minute, with an initial billing period of eighteen (18) seconds and six (6) second increments thereafter.

3.6.3 Directory Assistance

Customer's placing a Directory Assistance call as a X-Option Customer will be charged a rate of $1.25 for each call. Customer's placing a Directory Assistance call as a X-Option Customer using their Calling Card will be charged a rate of $1.05 for each call. (I)

3.6.4 X-Option Payphone Surcharge

A surcharge of $0.30 per call will be charged for all originating payphone traffic including local, calling card, and toll-free switched and dedicated services traffic, and any 10-10-XXX dial around service traffic.

3.6.5 Term Discounts

XOption customers who choose one of the following term commitments will receive the following discount. The discount is applied to the Monthly Recurring charge, and local exchange and domestic long distance usage above the bundled minutes of use included in each X-Option. The discount will not be offered with any other discounts. The term discounts are as follows:

Term Length	Discount
Two Years	5% Discount
Three Years	10% Discount

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7(A) InterLATA Network Access (N)

3.7(A).1 Description of Service

Company InterLATA Network Access is an InterLATA service that provides a dedicated transmission path between two customer designated premises. Where InterLATA Network Access is available, service is offered as a high capacity dedicated transmission facility available 24 hours per day, 7 days per week in the following bandwidths: DS1 (1.544 Mbps) and DS3 (44.436 Mbps).

The facilities to the customer-designated premises may be entirely On-Net or Off-Net. Customers may commit to one, two or three year service terms. The minimum service period for InterLATA Network Access is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

3.7(A).2 Rates and Charges

Rates and charges for InterLATA Network Access service are defined herein and are based on the locations of the customer designated premises in relation to Company's network. Specifically, Customers will be charged according to whether the customer-designated premises are On-Net or Off-Net. As used herein, On-Net service shall mean service to the Customer designated premises is provided entirely over Company facilities. Off-Net service shall mean service to the Customer designated premises is not provided entirely over Company facilities. Instead, service to the Customer designated premises is provided by Company, in whole or in part, through the use, purchase or lease of facilities from a service provider other than Company.

3.7(A).3 Rate Elements: Two rate elements apply to InterLATA Network Access: Channel Termination and Network Access Mileage.

Channel Termination
The Channel Termination rate element provides for the dedicated transmission path between two customer-designated premises. One Channel Termination charge applies per point of termination. A Channel Termination charge applies when the customer designated premises and the serving wire center are collocated in the same building.

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XO Missouri, Inc.
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7(A) InterLATA Network Access (Cont'd) (N)

3.7(A).3 Rate Elements (Cont'd)

Network Access Mileage
The Network Access Mileage rate element provides for the dedicated transmission facilities path between the customer's serving wire centers associated with the two customer designated premises. The Mileage rate element is made up of two charges: a flat rate per circuit ("Fixed") and flat a per-mile rate ("Variable").

The Mileage rate element will be rounded up to the next mile for any fraction of a mile. For example, 0.001 miles will be charged at 1 mile. If both locations of Customer's designated premises are within the same central office, Mileage charges will not apply.

3.7(A).4 Rate Application

The following chart designates the applicable Rate Elements based on the location of the Customer designated Premises.

Locations of Customer Designated Premises	**Applicable Rate Elements**
On-Net	Channel Termination charge(s);
Off-Net	Channel Termination charges; plus applicable Mileage Charges

On-Net- DS1					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	$144.00	$500.00	NA	NA
Off-Net- DS1					
	1yr	$324.00	$500.00	$60.00	$15.70

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2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7(A) InterLATA Network Access (Cont'd) (N)

3.7(A).4 Rate Application (Cont'd)

On-Net- DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	$1,560.00	$605.00	NA	NA
Off-Net-DS3					
		Channel Termination		Network Access Mileage Charge	
	Term	MRC	NRC-Installation	Fixed	Variable
	1yr	$3,510.00	$605.00	$825.00	$115.50

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XO Missouri, Inc.
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line

(T)

Company InterLATA Private Line is a InterLATA service, which is used in conjunction with InterLATA Network Access. InterLATA Private Line Service provides a dedicated transmission path that originates or terminates at a Company Point of Presence (POP). Where InterLATA Private Line is available, service is offered as a high capacity dedicated transmission facility available 24-hours per day, 7 days per week in the following bandwidths: DS1 (1.544 Mbps) and DS3 (44.436 Mbps).

The facilities to the customer-designated premises may be entirely On-Net or Off-Net. Customers may commit to one, two or three year service terms. The minimum service period for InterLATA Private Line is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

(T)

3.7.a Rates and Charges (N)

Rates and charges for InterLATA Private Line service is defined herein and is based on the locations of the customer designated premises in relation to the Company's network. Specifically, Customers will be charged according to whether the customer-designated premises are On-Net or Off-Net. As used herein, On-Net service shall mean service to the Customer designated premises is provided entirely by Company over its own facilities. Off-Net service shall mean service to the Customer designated premises is not provided entirely over Company facilities. Instead, service to the Customer designated premises is provided by Company, in whole or in part, through the use, purchase or lease of the facilities from a service provider other than Company.

3.7.a.1 Rate Elements:
The rate element that applies to InterLATA Private Line is Longhaul Mileage.

The Longhaul Mileage rate element provides for the dedicated transmission facilities path between the Company POPs associated with the two customer designated premises. The Longhaul Mileage rate element is made up of one variable charge: a flat, per-mile rate.

The Longhaul Mileage rate element will be rounded up to the next mile for any fraction of a mile. For example, 0.001 miles will be charged at 1 mile.

Longhaul Mileage charges do not apply for a circuit between two on-net locations in the same LATA that are less 5 miles or less apart.

(N)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.1 DS-1 Transport Rates

3.7.1.1 Rates for Off-Net Customers - one or both ends of circuit terminates at a location off of the Company network.

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Years	Three Years
Installation	$500.00	$500.00	$500.00
Channel Mileage			
Monthly Recurring Charges Per DS0 Mile	$.099	$.096	$.091

(T)

3.7.1.2 Rates for On-Net Customers - both ends of circuit terminate on the Company network. **These rates will be grandfathered effective December 12, 2001.**

(T)

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Years	Three Years
Installation	$500.00	$500.00	$0.00
Channel Mileage			
Monthly Recurring Charges Per DS0 Mile	$.080	$.075	$.070

(N)

3.7.1.2.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates are available to customers who sign up for service on or after December 12, 2001.

Term:	One Year	Two Year	Three Year
Installation (non-recurring)	$500.00	$475.00	$450.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
$0 – $100,000	$.048	$.0456	$.0432
$100,001 – $300,000	$.0468	$.04446	$.04212
$300,001 – $1,000,000	$.0456	$.04332	$.04104
$1,000,001 – $2,000,000	$.0444	$.04218	$.03996
$2,000,001 +	$.0432	$.04104	$.03888

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.1 DS-1 Transport Rates (cont'd)

3.7.3 Rates for Forward Customers - both ends of circuit anticipated to terminate on the Company network within 24 months of service start date.

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Years	Three Years
Installation	Not Available	$500.00	$500.00
Channel Mileage Monthly Recurring Charges Per DS0 Mile	Not Available	$.075	$.070

3.7.4 Additional Non-Recurring Charges

Cancellation prior to install	$100.00
Cancellation during install, prior to acceptance	$300.00

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Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.2 DS-3 Transport Rates

3.7.2.1 Rates for Off-Net Customers - one or both ends of circuit terminate at a location off of the Company network.

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Years	Three Years
Installation	$2,000.00	$2,000.00	$2,000.00
Channel Mileage Monthly Recurring Charges Per DS0 Mile	$.045	$.042	$.040

(T)

3.7.2.2 Rates for On-Net Customers - both ends of circuit terminate on the Company network. **These rates will be grandfathered effective December 12, 2001.**

(T)

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Years	Three Years
Installation	$2,000.00	$2,000.00	$0.00
Channel Mileage Monthly Recurring Charges Per DS0 Mile	$.040	$.036	$.033

(N)

3.7.2.2.1 These rates are available to customers who sign up for service on or after December 12, 2001.

Term:	One Year	Two Year	Three Year
Installation (non-recurring)	$2,000.00	$1,900.00	$1,800.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
$0 – $100,000	$.0144	$.01368	$.01296
$100,001 – $300,000	$.01428	$.013566	$.012852
$300,001 – $1,000,000	$.01416	$.013452	$.012744
$1,000,001 – $2,000,000	$.01404	$.013338	$.012636
$2,000,001 +	$.01392	$.013224	$.012528

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.2 DS-3 Transport Rates (cont'd)

3.7.2.3 Rates for Forward Customers - both ends of circuit anticipated to terminate on the Company network within 24 months of service start date.

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Years	Three Years
Installation	Not Available	$2,000.00	$2,000.00
Channel Mileage Monthly Recurring Charges Per DS0 Mile	Not Available	$.036	$.033

3.7.2.4 Other Charges

Non-recurring charges	
Cancellation prior to install	$100.00
Cancellation during install, prior to acceptance	$300.00
Monthly Recurring Charge	
T-1 Mux	$500.00

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Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

REC'D NOV 13 2001

3.7 Private Line (Cont'd)

3.7.3 OC-3 Transport Rates

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3.7.3.1 Rates for Off-Net Customers - one or both ends of circuit terminate at a location off of the Company network.

Minimum Monthly Revenue Commitment ICB

	One Year	Two Years	Three Years
Installation	$5,000.00	$5,000.00	$5,000.00
Channel Mileage Monthly Recurring Charges Per DS0 Mile	ICB	ICB	ICB

(T)

3.7.3.2 Rates for On-Net Customers - both ends of circuit terminate on XO's network. **These rates will be grandfathered effective December 12, 2001.**

(T)

Minimum Monthly Revenue Commitment ICB

	One Year	Two Year	Three Year
Installation (non-recurring)	$5,000.00	$5,000.00	$00.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

(N)

3.7.3.2.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network. These rates are available to customers who sign up for service on or after December 12, 2001.

Term:	One Year	Two Year	Three Year
Installation (non-recurring)	$5,000.00	$4,750.00	$4,500.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
$0 – $100,000	$.007839	$.007447	$.007055
$100,001 – $300,000	$.007722	$.007336	$.00695
$300,001 – $1,000,000	$.007605	$.007225	$.006845
$1,000,001 – $2,000,000	$.007488	$.007114	$.006739
$2,000,001 +	$.007371	$.007002	$.006634

(N)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.2 OC-3 Transport Rates (Cont'd)

3.7.3.3 Rates for Forward Customers - both ends of circuit anticipated to terminate on the Company network within 24 months of service start date.

Minimum Monthly Revenue Commitment ICB

	One Year	Two Years	Three Years
Installation	Not Available	$5,000.00	$5,000.00
Channel Mileage Monthly Recurring Per DS0 Mile	Not Available	ICB	ICB

3.7.3.4 Other Charges

Non-Recurring Charges

Cancellation prior to install	$150.00
Cancellation during install, prior to acceptance	$600.00

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Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.7 Private Line (Cont'd)

3.7.4 OC-12 Transport Rates (N)

3.7.4.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Term:	One Year	Two Year	Three Year
Installation (non-recurring)	$10,000.00	$9,500.00	$9,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
$0 – $100,000	$.00924	$.008778	$.008316
$100,001 – $300,000	$.009108	$.008653	$.008197
$300,001 – $1,000,000	$.008976	$.008527	$.008078
$1,000,001 – $2,000,000	$.008844	$.008402	$.00796
$2,000,001 +	$.008712	$.008276	$.007841

3.7.5 OC-48 Transport Rates

3.7.5.1 Rates for On-Net Customers - both ends of circuit terminate on XO's network.

Term:	One Year	Two Year	Three Year
Installation (non-recurring)	$30,000.00	$28,500.00	$27,000.00

The Monthly Recurring Charge per DS0 Mile is based on contract term and monthly revenue commitments as follows:

Monthly Revenue	One Year	Two Year	Three Year
$0 – $100,000	$.00792	$.007524	$.007128
$100,001 – $300,000	$.007776	$.007387	$.006998
$300,001 – $1,000,000	$.007632	$.00725	$.006869
$1,000,001 – $2,000,000	$.007488	$.007114	$.006739
$2,000,001 +	$.007344	$.006977	$.00661

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.8 Dedicated Long Distance

Dedicated Long Distance provides Customer, where technically feasible, with a dedicated facility from the Customer premise to Company's interexchange point of presence. To be eligible for this product, Customer must agree to a minimum annual commitment level of at least $3,600. Elements included in determining the annual commitment level are: local line monthly recurring charges, excluding taxes and surcharges; local usage; intrastate, interstate, and international long distance usage; calling card usage; and international toll-free usage, internet service, DSL services, CAP services, conference calling services, and private line services. If the Customer terminates agreement before its expiration date, Customer is liable for any unfulfilled annual commitment amounts for each partial and entire year remaining in the contract term. The rates and charges described below do not include the applicable local loop charges.

The duration of each call for bill purposes will be rounded up to the nearest highest increment. Calls are billed in six second increments. Fractional cents will be rounded to the nearest cent using natural rounding, however, there will be a minimum charge of $0.01 per call. Per minute charges and the discount schedule apply to outbound (1+) and inbound (toll-free) calls.

3.8.1 Rates

Intrastate Long Distance Rate	$.0.0890	

The Platinum Rate listed below becomes effective July 4, 2003, subject to completion of service agreement commitments.

Intrastate Long Distance Rate	$0.0816	(N)

XO provides its Dedicated Long Distance service to end-users for their long distance service needs and thus should only be utilized by the end-user for their long distance traffic. Customers who elect to place local calls across such service (intentionally or unintentionally) will be billed at the applicable Dedicated Long Distance intrastate/intraLATA toll rate.

Local calls over Dedicated Long Distance Trunks	$0.10

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.8 Dedicated Long Distance

3.8.1 Rates

3.8.1.1 Monthly Recurring Charges

Verified Account Codes (1-100)	$10.00
Verified Account Codes – per 100 after first 100	$10.00
Changes to Verified Account Codes, per change	$0.00
Toll Free Number – per number	$1.50
Toll Free Number Directory Listing - 1-4 listings	$10.00
Toll Free Number Directory Listing - 5-10 listings	$15.00
Toll Free – Real Time ANI	$100.00
Toll Free – Digital Number Identification Service	$35.00
Toll Free – Call Blocking/Area Code (per change)	$0.00
Toll Free – Overflow to Dedicated*	$0.00
Toll Free – Overflow to Switched*	$0.00

3.8.1.2 Non-Recurring Charges

Verified Account Codes (1-100)	$25.00
Verified Account Codes – per 100 after first 100	$25.00
Changes to Verified Account Codes, per change	$30.00
Toll Free Number – per number	$0.00
Toll Free Number Directory Listing - 1-4 listings	$20.00
Toll Free Number Directory Listing - 5-10 listings	$25.00
Toll Free – Real Time ANI	$200.00
Toll Free – Digital Number Identification Service	$75.00
Toll Free – Call Blocking/Area Code (per change)	$100.00
Toll Free – Overflow to Dedicated	$50.00
Toll Free – Overflow to Switched	$50.00

3.8.1.3 Operator Service Surcharges

Directory Assistance	$1.25 per call	(I)
Station to Station	$1.80 per call	
Person to Person	$3.00 per call	
Collect Call	$1.30 per call	
Third Number Billed	$1.30 per call	

* The per minute rate for these calls is the same as the dedicated long distance rate found in Section 3.8.1

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.9. XOption Service Offering

The XOption Service Offering is a bundled offering for Business customers who purchase, at the same customer location, local exchange, inbound and outbound domestic long distance and DSL or Dedicated Internet Services from the Company. This service is subject to the availability of facilities and only offered where technically feasible.

Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

Pursuant to the XOption Service Offering set-forth in Section 4.20 of XO Missouri, Inc. Local Exchange Tariff, the Customer will receive unlimited monthly use of local exchange service and a specified amount of inbound and outbound domestic long distance service, depending upon the option selected. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOptions 1-16 shall be billed in six second increments at a rate of $0.05 per minute of use. Additional intrastate inbound and outbound domestic long distance minutes of use above the specified amount listed for XOption 'M' shall be billed in six second increments at a rate of $0.06 per minute of use. Additional interstate domestic long distance usage above the specified amount for all XOptions will be billed pursuant to the Terms and Conditions governing interstate long distance traffic found on Company's website. Unused domestic long distance minutes may not be carried over to subsequent months or transferred to other users. (T) (T)

In addition to the services offered in the bundle promotion, Customers will be billed at the following rates for usage of the following optional services:

International Service: Customers choosing Option Numbers One (1) through Four (4) and Seven (7) through Eleven (11) and Sixteen (16) will be the Platinum Small Business Plan provided pursuant to the Terms and Conditions governing international traffic found on Company's website. Customers choosing Option Numbers Five (5) Six (6), Twelve (12) and Thirteen – Fifteen (13 –15) will be the Platinum Medium Business Plan provided pursuant to the Terms and Conditions governing international traffic found on Company's website for international use. (T) (T)

Calling Card Service

Calling Card Service is available at $0.20 per minute, with an initial billing period of eighteen (18) seconds and six (6) second increments thereafter.

3.9.1 Term Discounts:

XOption customers who choose one of the following term commitments will receive the following discount. The discount is applied to the Monthly Recurring charge, and domestic long distance usage above the bundled minutes of use included in each XOption. The discount will not be offered with any other discounts. The term discounts are as follows:

2 Years = 5% Discount
3 Years = 10% Discount

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.10. Multiple Service Discount

(T)

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

3.10.1. Customers must subscribe to XO local exchange, long distance and calling card services ("Voice Service"). **The** Local Exchange Voice service **requirement is a minimum 48 lines or trunks (or 2 T-1 equivalents) but no more than 144 lines or trunks (or 6 T-1 equivalents).**

3.10.2. Customers must subscribe to XO DSL or Dedicated Internet Access service, and XO **Shared** Web Hosting service ("Data Service"). **Does not apply to Dedicated Web Hosting;**

(T)

3.10.3 New XO Customers must commit to a term of service for the XO Voice Service and Data Service for minimum one (1) year term commitment. Existing XO Customers must commit to a term of service for Data Service that is equal to or greater than the amount of time remaining in Customer's term commitment for the XO Voice Service listed in 1 above, but in no case shall the commitment be less than one (1) year;

3.10.4 Current Customers' XO account must be current as of the date of Installation and no outstanding balance past due; and

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

3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.11. Employee Services

3.11.1. Definition

Employees of XO Missouri, Inc. will be allowed to purchase long distance service from the company at a discounted rate. Employees are defined as regular, full-time and do not include part-time, temporary, or contractor. They must be employed by XO Missouri, Inc. or any entity in which XO Communications, Inc. or its successor has a controlling interest. Employees are eligible to purchase XO long distance at a discount immediately upon their first day of employment. The employee discount on XO Missouri, Inc. long distance shall cease upon the employee's terminating their status as a full-time, regular employee.

3.11.2. Description of Charges and Rate Components

XO Employee service is the same grade of service as provided to all other customers and the description of charges and rate components described in Section 3.1-Message Toll Services - Description of Charges and Rate Components applies.

3.11.2.1 XO Missouri, Inc. employees will be charged XO's Platinum base rate for month-to-month service as described in Section 3.4.1.1 herein. This rate is for the employee's primary residence only

The XO employee will not be required to purchase XO's local service to qualify for the Platinum Month-to-Month Base Rate. No additional discounts shall apply.

3.11.3. Timing of Messages

The timing of messages will be determined as per Section 3.1 - Message Toll Services - Timing of Messages.

3.11.4 Employee Long Distance Program (T)

The Employee Long Distance Program provides Company regular Full-Time and Part-Time employees who choose Company as their primary interexchange carrier will be provided with the following long distance and toll free rates. Employees are responsible for applicable taxes and surcharges. (T)

IntraLATA Long Distance	$.06	
InterLATA Long Distance	$.06	
IntraLATA Toll Free	$.06	(N)
InterLATA Toll Free	$.06	(N)

Nancy Krabill Director
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2020 Westport Center Drive
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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.12 Directory Assistance

Directory Assistance service provides a Customer with requested telephone numbers and/or addresses within the state. Customers can reach a Directory Assistance Operator by dialing 411 or (NPA) 555-1212. The Directory Assistance Operator will furnish up to three items per call or will let the Customer know if the requested information cannot be found. Customers will be charged for calls placed to Directory Assistance even when the requested information cannot be found.

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

	Per Call	
IntraLata	$1.25	(I)
InterLata	$1.25	(I)

3.12.2 Call Completion Feature

Customers using Company's Directory Assistance Service will have the option of completing calls through Company's Call Completion feature. At the Customer's request, the Directory Assistance Operator will connect the Customer to the requested telephone number. In addition to the per call charge for Directory Assistance listed above, Customers will be charged for the duration of the completed call as follows:

a) Customers placing the call from a telephone line that is subscribed to Company long distance service will be charged according to Customer's current Company rate plan.

b) Customers placing a call from a telephone line that is subscribed to Company local service only will be charged $0.10 per minute for the duration of the completed call.

Other than the Directory Assistance per call charge and the applicable usage charges for the completed call, there is no additional charge for using this feature.

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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3. SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.12 Directory Assistance (Cont'd) (N)

3.12.3 A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call; or

The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 48 hours of the placement of the call to Directory Assistance. (N)

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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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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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
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4. PROMOTIONAL OFFERINGS (Cont'd)

4.1 Satisfaction Guarantee Promotion

Beginning on the Effective Date and ending on March 31, 2001, the Company is offering the following Satisfaction Guarantee Promotion to any new Customer who enters into a Service Order Agreement for services purchased before on or before March 31, 2001. This offer is available only to New Customers, which is defined as a Customer who has not subscribed to any Company Service during the one-year period prior to subscribing to new Company services. Pursuant to this promotion, New Customer may cancel its new Service, without incurring contractual penalties, within three (3) months of the Service installation date if New Customer is not completely satisfied with the Services provided by the Company. For purposes of this promotion, a month is considered to have thirty (30) days. In order to be eligible for this promotion, a new Customer must not have received service from another local exchange carrier at the location to which New Company services are provided, or New Customer must switch back to the local exchange carrier that provided New Customer's telecommunications services prior to the new Customers subscribing to the new Company service.

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

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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4. PROMOTIONAL OFFERINGS (Cont'd)

4.1 Satisfaction Guarantee Promotion (Cont'd)

If New Customer previously did not have a previous local exchange provider other than the Company at the location to which the Services are provided, or if the previous local exchange carrier will not or cannot provide the identical level and type of Service previously provided to New Customer, the Company will reimburse New Customer any initial Company Non-Recurring charges that New Customer incurred in conjunction with the installation of Service. All reimbursements will be in the form of a check. Credits will not be given.

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

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

4. PROMOTIONAL OFFERINGS (Cont'd)

4.1 Satisfaction Guarantee Promotion (Cont'd)

This promotion is not available to customers receiving for whom the Company performed Special Construction or Special Configurations. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design. Special Construction includes the following:

(a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(b) of a type other than that which the Company would normally utilize in the furnishing of its services;

(c) over a route other than that which the Company would normally utilize in the furnishing of its services;

(d) in a quantity greater than that which the Company would normally construct;

(e) on an expedited basis;

(f) on a temporary basis until permanent facilities are available;

(g) involving abnormal costs; or

(h) in advance of its normal construction.

4.2 Keeping the Momentum Promotion (N)

4.2.1 New Customers, defined as Customers who have not received Company service for at least one year prior to receiving service under this promotion, who sign one, two or three year terms for Company's Integrated Access, ISDN PRI or any XOption product or one or more T-1 lines for local service on or before January 31, 2002 will receive free installation and one free month of service for each year of their term. The free month will be the 13th, 25th and 37th months of Customer's contract.

4.2.2 Free installation is for standard installations only. The free month is defined as the applicable monthly recurring charge (MRC) for the product chosen by the new Customer. This promotion does not apply to Multiple Service Discount Customers. (N)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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4. PROMOTIONAL OFFERINGS (Cont'd)

4.3 XOptions Long Distance Overage Promotion (N)

This promotion is available to New and Existing Customers who order XOptions pursuant to the XOption Service Offering set forth in XO Missouri, Inc.'s Local Exchange Tariff. Customers who subscribe to this promotion will receive additional inbound and outbound domestic long distance minutes of use at the discounted rate of $0.03 per minute of use.

All other terms and conditions of the applicable Services apply. This promotion may be used in conjunction with the following promotions: XOptions Simplification Promotion, XOptions #7 Promotion and XOptions #16 Promotion. The discount found in the XOptions Simplification Promotion does not apply to the usage charges as described above. This promotion will expire on December 31, 2004, unless sooner modified or withdrawn (N)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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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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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

6. XO Prepaid Card Service

Prepaid Cards allow customers to acquire cards that are used to originate outbound direct dial calls. Prepaid cards are available in various dollar denominations as set forth below. To use the card, callers must dial an access number. When the call is acknowledged, the caller then enters the PIN. At this point, the caller is notified of the dollar value remaining on the card. The caller then enters the telephone number to be called.

XO's Prepaid Card service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones. The number of available XO Prepaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis.

XO will offer consumers the ability to purchase its prepaid cards in various dollar denominations and under various options. Each prepaid card will remain active until such time as the charges (as set forth below) equal the dollar value of the prepaid card purchased by the end-use or until the card expires (as set forth below). Where the dollar value left on an XO Prepaid Card is less than the cost of making a call, the card will be retired and the unused balance forfeited.

Option 1 Cards will expire the sooner of five years from the date of activation or one year from the date of first use unless recharged and then one year from the date of last recharge.

Option 2 & 3 Cards will expire the sooner of five (5) years from the date of activation or six months from the date of first use unless recharged, or six months from the date of last recharge, if any. (T) (T)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

6. XO Prepaid Card Service

6.1 XO Prepaid Card Face Value (M)

The following per minute of use rates will apply in addition to the charges set forth in Sections 6.2 through 6.4 below (as applicable). Calls will be billed in 60 second increments. The Initial Period is the first minute or fraction therefore of the call. The Additional Period is each minute or fraction thereof which occurs after the initial period is complete. These prices include taxes that are calculated based on usage. They do not include sales or excise taxes due at the point of purchase. XO Prepaid Card service rates apply twenty-four hours per day, seven days per week.

XO Prepaid Card Face Value	Initial Period	Each Additional Period
Option 1		
$10.00	$0.125	$0.125
$15.00	$0.120	$0.120
$20.00	$0.115	$0.115
$25.00	$0.100	$0.100
Option 2		
$ 5.00	$0.02399	$0.02399
$10.00	$0.02399	$0.02399
$20.00	$0.02399	$0.02399
Option 3		
$ 5.00	$0.079	$0.079
$10.00	$0.079	$0.079
$20.00	$0.079	$0.079

(M)
(N)
(N)

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Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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6. XO Prepaid Card Service

6.2 Per Call Surcharge (M)

In addition to the usage rates above, the following surcharge will be assessed on each completed Option 2 call.

Surcharge (per call) - $0.71999 (N)

6.3 Payphone Surcharge (M)

In addition to the usage rates above, the following surcharge will be assessed on each completed call made (regardless of the length of the call) from a public/semi-public payphone using an XO Prepaid Card which originates in the contiguous United States and the following non-contiguous U.S. regions; including but not limited to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Marianas and American Samoa

Option 1 Surcharge (per call) - $0.35 (M)
Option 2 Surcharge (per call) - $0.69 (N)
Option 3 Surcharge (per call) - $0.69 (N)

(M) Material appearing on this page previously appeared on page 62.

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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6. XO Prepaid Card Service

6.4 Expiration of Prepaid Cards/Rechargeable Cards (Options 1, 2 and 3) (T)

XO's prepaid cards will expire on the date specified on the card or package in which the card is included. Some XO Prepaid Cards have a feature whereby the Customer may purchase or "recharge" additional amounts of XO Prepaid Card Service to an existing prepaid card in increments **of $10.00. In addition** to the regulations set forth above, rechargeable cards are also subject to the following conditions and limitations:

(1) Customer may purchase additional units using the recharge feature no more than twice in a 48-hour period.

(2) The rates for a rechargeable card are the same as a non-rechargeable card for the initial purchase, such rates are set forth in Section 1 above.

(3) All units added through the recharge feature must be paid for by credit card and will be added to the Customer's prepaid card within one day after the credit card used by the Customer has been verified.

6.5 Additional Requirements/Conditions of Service

6.5.1 Only the entity in whose name the original qualifying purchase was made shall be deemed to be the Customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.

6.5.2 The following type calls will not be completed using the XO Prepaid Calling Card: Calls to 500, 700, 800, 877, 888, 900, 950 numbers, Directory Assistance calls, All Operator Service calls, Conference calls, Busy Line Verification and Interrupt services, Call requiring the quotation of time an charges, High Seas service and Maritime services will not be completed using the XO prepaid card.

6.5.3 Neither XO nor any of its authorized agents or contractors shall be liable or responsible for theft, loss or unauthorized use of any XO prepaid cards or card numbers. XO will not refund or issue credit for any unused value on any XO prepaid card.

6.5.4 All Calls must be charged against a XO Prepaid Card that has a sufficient available balance.

6.5.5 Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. (T)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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6. XO Prepaid Card Service

6.5 Additional Requirements/Conditions of Service (Cont) (T)

6.5.6 Calls in progress will be terminated by the Company if the balance on the XO Prepaid Card is insufficient to continue the call.

6.5.7 Credit Allowances for Interruptions – A credit allowance for XO Prepaid Card service is applicable to that portion of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call. To receive the proper credit, the Customer must notify the Company at the designated Customer service Number printed on the XO Prepaid Card and furnish the called number, the trouble experienced (e.g., cut-offs, noisy circuit, etc.,) and the approximate time the call was placed. A customer will not received credit for reaching a wrong number.

6.5.8 Interruptions to Established Calls – When a call that is charged to XO Prepaid Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions the Customer will receive credit equivalent to the Price Per Minute in effect for that call.

6.5.9 When Credit Allowances Do Not Apply – Credit allowances for calls pursuant to XO Prepaid Card service do not apply for:

- Interruptions not reported to the Company
- Interruptions that are due to the failure of power, equipment or systems not provided by the Company, or interruptions caused by the failure of other services provided by this Company which are connected to XO Prepaid Card Service. (T)

Nancy Krabill Director
Regulatory and External Affairs
XO Missouri, Inc.
2020 Westport Center Drive
Maryland Heights, MO 63146

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