



XO Corporate Long Distance

1.0 Description of Service. The XO Corporate Long Distance Plan is an account-level, multi-location long distance calling plan available to Customers who subscribe to Company's local or long distance facilities-based service. Customer subscribes to a monthly long distance revenue commitment level. Usage for domestic interstate dedicated and switched service and intrastate dedicated and switched service contribute to the Customer's commitment level. The commitment level subscribed to by the customer will determine the per-minute rate billed to the Customer. If Customer's monthly total usage does not meet its subscribed commitment level, customer will be charged the difference between its usage and its commitment level, as described below.

2.0 Special Terms and Conditions.

2.1 Facilities-Based Services. To be eligible for Corporate Long Distance Service ("Service"), a Customer must subscribe to Company's local exchange service, intraLATA toll, interLATA toll, and intrastate services or purchase interstate service via a dedicated XO Long Distance facility in at least one Service location (collectively "On-Net" locations). Any locations that are not On-Net will be billed at the applicable XO rates for Switched Long Distance, as set forth in Section 6 below.

2.2 Term Commitment. Customer must subscribe to the Service for a minimum of one year, as set forth in Customer's Service Order Agreement.

2.3 Multi-Location Plan. The XO Corporate Long Distance Plan is a multi-location plan. Customer must subscribe to the Service in all locations where Customer receives XO Long Distance.

2.4 Monthly Commitment/Take-Or-Pay.

2.4.1 Monthly Commitment Rate Table.

<u>Corporate Long Distance Plan Name</u>	<u>Long Distance Monthly Revenue Commitment</u>	<u>Dedicated Interstate Rate Per Minute (1+)*</u>	<u>Dedicated Interstate Rate Per Minute (Toll Free)</u>	<u>NPA/NXX Rate Plan (Toll Free) (Shares same Take or Pay Commit)</u>
XO Freedom Plan	\$275	\$0.0275	\$0.0275	Not Available
XO Capital Plan	\$720	\$0.024	\$0.024	Not Available
XO Advantage Plan	\$1,080	\$0.018	\$0.018	Not Available
XO Elite Plan	\$1,360	\$0.017	\$0.017	Not Available
XO Professional Plan	\$1,800	\$0.016	\$0.016	Not Available
XO National Plan	\$4,000	\$0.015	\$0.015	Not Available
XO Executive Plan	\$7,000	\$0.014	\$0.014	Not Available
XO Premiere Plan	\$10,000**	\$0.011	\$0.011	Not Available
XO Premiere Plan	\$10,000	\$0.011	Not Available	Basic***
XO Premiere Plan	\$10,000	\$0.011	Not Available	Third Party RespOrg***
XO Premiere Plus Plan	\$15,000**	\$0.0095	\$0.011	Not Available
XO Premiere Plus Plan	\$15,000	\$0.0095	Not Available	Basic***
XO Premiere Plus Plan	\$15,000	\$0.0095	Not Available	Third Party RespOrg***

Rate plans in addition to those set forth above are available and are subject to the terms set forth herein. All rate plans chosen by Customer will be set forth on Customers Service Order Agreement.

*Rates are for Domestic Dedicated Interstate Long Distance (LD) traffic only. Applicable rates for Dedicated Intrastate, Switched Long Distance, and Canadian Toll Free calls are set forth in Section 6 below.



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**Customers who select a Dedicated Interstate Rate (Toll Free) rate of \$0.011 may not exceed 60% Toll Free traffic usage in relation to Customer's total LD usage. If Customer exceeds 60% Toll Free traffic usage in any two consecutive months, then XO may adjust Customer's LD plan to the next lower Monthly LD Commitment level or offer the applicable NPA/NXX rate plan and Customer will pay the LD rates associated with that commitment level for the remainder of the Term. The NPA/NXX rates are set forth at <http://www.xo.com/legal-and-privacy/business-services-enterprise-long-distance-pricing/>.

***NPA/NXX Rate Plan: Under those plans where a NPA/NXX Rate is made available for Toll Free usage, Customer shall pay the applicable per minute rates as set forth at <http://www.xo.com/legal-and-privacy/business-services-enterprise-long-distance-pricing/>, which is incorporated herein by reference. The pricing is based upon call jurisdiction and NPA-NXXs and is subject to change upon at least thirty (30) days advance written notice, which may be in the form of an email notification. However, the rates set forth therein are only available where Customer has also procured from XO the interconnection trunking between the XO point of presence ("POP") and the Customer POP.

3.0 DEFINITIONS

3.1 Applicable LD Services means XO Dedicated Domestic Interstate and Intrastate Long Distance (1+ and Toll Free), XO Switched Domestic Long Distance (1+ and Toll Free), and Dedicated and Switched Canadian Toll Free.

3.2 Monthly Charges means the gross monthly usage charges for Applicable LD Services ordered and/or used by Customer, but does not include non-recurring charges, Long Distance Features, taxes and surcharges, including Universal Service Fund, and charges for equipment. Only Applicable LD Services billed on the same invoice will contribute to the Monthly LD Commitment.

3.3 Ramp Period means three (3) months from the Start of Service Date of Customer's first location receiving Corporate Long Distance Services. In the alternative, Customers with a two (2) year Initial Term for the access service may elect a Ramp Period equal to six (6) months and Customers with a three (3) year Initial Term for the access service may elect a Ramp Period equal to nine (9) months. Such election shall be set forth on Customer's Service Order Agreement. The Ramp Period does not apply if Customer is migrating from another XO Long Distance plan to a Corporate Long Distance Plan or if Customer is purchasing Corporate Long Distance Services at additional locations.

4.0 Monthly Revenue Commitment. In order to receive the rates set forth herein, Customer agrees to the minimum Long Distance Monthly Revenue Commitment ("LD Monthly Revenue Commitment"), as indicated on the Service Order Agreement, in each month during the Term of Customer's Agreement. Attainment of the LD Monthly Revenue Commitment is measured based on the Monthly Charges, as defined above. If Customer's aggregate Monthly Charges in any month after the Ramp Period are less than Customer's LD Monthly Revenue Commitment, then XO will bill and Customer agrees to pay a shortfall charge equal to the difference between Customer's aggregate Monthly Charges and Customer's LD Monthly Revenue Commitment. If Customer cancels or terminates all Applicable XO Services prior to the end of the Initial Term or any renewal Term, an amount equal to the LD Monthly Revenue Commitment for the remainder of the Term shall be immediately due and payable (i.e., the aggregate commitment level over the Term shall be due). This measure shall supersede the early termination charge calculation set forth in the Terms and Conditions with respect to usage-based charges for Applicable XO Services only (additional early termination charges apply for services based on Monthly Recurring Charges, as set forth in the Terms and Conditions). If Customer cancels or terminates a portion of the Applicable XO Services prior to the end of the Initial Term or any renewal Term, the obligation to meet the LD Monthly Revenue Commitment agreed to herein shall remain in full force and effect for the remainder of the Initial (or renewal) Term.

5.0 Long Distance Services. Long Distance Services refers to long distance usage outside of the local calling area (i.e., IntraLATA, Intrastate, Interstate and International). Unless otherwise set forth on XO's website at www.terms.xo.com with respect to specific Long Distance Plans, all Domestic Long Distance calls (i.e., IntraLATA, Intrastate, and Interstate calls) are billed in six (6) second minimums and six (6) second increments and rounded to the nearest penny. All other Long Distance calls, such as International Long Distance calls, will be billed in XO standard billing increments in accordance with the terms and conditions set forth at www.terms.xo.com. If in any given month more than ten percent (10%) of Customer's Long Distance calls are six (6) seconds or less in duration ("Short Duration Calls"), then XO will bill, and Customer agrees to pay, a surcharge of one penny (\$.01) per call for such Short Duration Calls to be billed by XO in the following month or quarter, depending on the review period, as determined by XO.



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Dedicated Long Distance Service Customers (e.g., private line access for long distances services) and their end users should only utilize Dedicated Long Distance Service for their long distance traffic. Customers who place local calls across such service (intentionally or unintentionally) will be billed at the applicable Dedicated Intrastate Rate Per Minute and the associated charges will not be included toward any Customer long distance commitment level.

Service provided pursuant to this Addendum may not be used in connection with Service provided to Carrier Customers, auto-dialers, data transmission equipment, or equivalent services, calls to Internet Service Providers, broadcast facsimile applications, or aggregated end-user traffic such as that undertaken by educational institutions.

6.0 Additional Rates

6.1 Domestic Dedicated Intrastate rates for all Corporate Long Distance plans (stated in minutes of usage) are as follows:

State	1+/TF Intrastate Pricing
AK	\$ 0.096
AL	\$ 0.045
AR	\$ 0.056
AZ	\$ 0.028
CA	\$ 0.016
CO	\$ 0.028
CT	\$ 0.045
DC	local calls only
DE	\$ 0.045
FL	\$ 0.028
GA	\$ 0.028
HI	\$ 0.054
IA	\$ 0.075
ID	\$ 0.041
IL	\$ 0.016
IN	\$ 0.023
KS	\$ 0.045
KY	\$ 0.045
LA	\$ 0.045
MA	\$ 0.016
MD	\$ 0.023
ME	\$ 0.045
MI	\$ 0.016
MN	\$ 0.041
MO	\$ 0.041
MS	\$ 0.045
MT	\$ 0.088
NC	\$ 0.028
ND	\$ 0.117
NE	\$ 0.060



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NH	\$	0.047
NJ	\$	0.023
NM	\$	0.045
NV	\$	0.016
NY	\$	0.019
OH	\$	0.016
OK	\$	0.047
OR	\$	0.023
PA	\$	0.019
PR	\$	0.052
RI	\$	0.045
SC	\$	0.045
SD	\$	0.130
TN	\$	0.023
TX	\$	0.016
UT	\$	0.023
VA	\$	0.028
VI	\$	0.042
VT	\$	0.048
WA	\$	0.016
WI	\$	0.045
WV	\$	0.045
WY	\$	0.045

6.2 Switched Long Distance

6.2.1 Interstate Pricing: \$0.069/min

6.2.2 Switched In-State (Intrastate) Rates Per Minute:

State	Intrastate Pricing	
AK	\$	0.199
AL	\$	0.060
AR	\$	0.116
AZ	\$	0.089
CA	\$	0.047
CO	\$	0.093
CT	\$	0.050
DC	local call only	
DE	\$	0.069
FL	\$	0.073
GA	\$	0.060
HI	\$	0.066



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IA	\$	0.116
ID	\$	0.153
IL	\$	0.040
IN	\$	0.042
KS	\$	0.060
KY	\$	0.079
LA	\$	0.049
MA	\$	0.050
MD	\$	0.066
ME	\$	0.066
MI	\$	0.047
MN	\$	0.109
MO	\$	0.103
MS	\$	0.068
MT	\$	0.137
NC	\$	0.070
ND	\$	0.241
NE	\$	0.093
NH	\$	0.098
NJ	\$	0.081
NM	\$	0.064
NV	\$	0.050
NY	\$	0.089
OH	\$	0.037
OK	\$	0.098
OR	\$	0.070
PA	\$	0.057
PR	\$	0.056
RI	\$	0.069
SC	\$	0.061
SD	\$	0.201
TN	\$	0.058
TX	\$	0.042
UT	\$	0.087
VA	\$	0.062
VI	\$	0.062
VT	\$	0.099
WA	\$	0.088
WI	\$	0.063
WV	\$	0.072
WY	\$	0.088



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6.3 XO Dedicated and Switched Rates for Canadian Toll-Free

Billing Increments	60 second initial with 6 second increments
Dedicated Base Rates	\$0.09
Switched Base Rates	\$0.15

*Canadian Toll Free refers to calls originating in Canada and terminating on a U.S. toll free number in the U.S.

XO cannot provision toll free numbers that terminate to a Canada DID

XO cannot offer LD service within Canada

7.0 Additional Terms and Conditions. Terms and conditions for Directory Assistance, Operator Services, International Services and International Toll Free Services are set forth on XO's website at www.terms.xo.com.

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