

1.0 **LEGACY ALLEGIANCE (DOMESTIC INTERSTATE) SERVICE**

- 1.1 **Description of Service:** Legacy Allegiance Domestic Interstate Service involves the provision of telecommunications services from the Legacy Allegiance network originating locations within the United States to all points in other States and off-shore areas outside the forty-eight (48) contiguous states, to the extent such areas are deemed to be domestic locations pursuant to the Communications Act of 1934, as amended. Service is furnished subject to transmission, atmospheric and like conditions.
- 1.1.1 **Additional Definitions:** Additional applicable definitions may be accessed and viewed under "Additional Definitions." In addition to some of the Additional Definitions that may apply, the following definitions apply to Legacy Allegiance Domestic Interstate Service:
- 1.1.1.1 **Authorization Code:** A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.
- 1.1.1.2 **Automatic Numbering Identification (ANI):** A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.
- 1.1.1.3 **Billed Party:** The person or entity responsible for the payment of Company Service invoices. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:
- (A) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
 - (B) in the case of a collect or third Party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.
- 1.1.1.4 **Company:** The term "Company" denotes XO Communications Services, LLC.
- 1.1.1.5 **Customer Dialed Calling Card Call:** A Calling Card Call which does not require intervention by an attended operator position to complete.
- 1.1.1.6 **Holiday:** New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.1.1.7 **Operator Assisted Call:** An interstate telephone connection completed through the use of the Company's Operator Services.
- 1.1.1.8 **Operator Service Charge:** A non-measured (fixed) charge which is added to a measured charge in calculating the total charges due for a completed Operator Assisted Call.
- 1.1.1.9 **Operator Services:** Any interstate telecommunications service that includes, as a component, any automatic or live assistance to a User to arrange for billing or completion, or both, of an interstate telephone call.
- 1.1.1.10 **Service Agreement:** An agreement entered into between a Customer and the Company for the provision of the Company's services to the Customer.
- 1.1.1.11 **State:** The term "State" includes a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the territories of Guam and the Virgin Islands.
- 1.1.1.12 **Telecommunications:** The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

1.1.1.13 User: A Customer, or any person or entity authorized or invited by a Customer to make use of services.

1.3 Call Measurement: The duration of a call for billing purposes will be rounded to the next higher increment. Fractional cents will be rounded to the next higher cent.

1.4 Allowances for Service Interruptions

1.4.1 General:

- (A) Service is interrupted when it becomes unusable to the Customer, *i.e.*, the Customer is unable to transmit or receive, because of a failure of a Service component furnished by the Company.
- (B) An interruption period begins when the Customer reports that Service is inoperable and releases it for testing and repair. An interruption period ends when Service is operable.
- (C) If Customer reports a Service as inoperable, but refuses to release it for testing and repair, the Service is considered to be impaired but not interrupted. No credit allowances will be made for impaired Service.

1.4.2 Limitations on Allowances: No credit allowance will be made for any interruption of Service:

- (A) due to the negligence of, or noncompliance with applicable requirements by any person or entity other than the Company including, but not limited to, the Customer or other common carriers connected to Service;
- (B) due to the failure of power, equipment, systems, or services not provided by the Company;
- (C) due to circumstances or causes beyond the Company's control;
- (D) during any period in which the Company is not given full and free access to its Service facilities and equipment for the purpose of investigating and repairing Service;
- (E) during any period in which Customer continues to use Service on an impaired basis;
- (F) during any period in which Customer has released Service to the Company for maintenance or implementation of a Customer change order;
- (G) that occurs as a result of Customer's failure to authorize replacement of any element of special construction;
- (H) that is not reported to the Company within thirty (30) days of the date of the interruption; and
- (I) where the affected Service is private line and such Service is interrupted for a period of more than ten (10) days after written notice thereof is given by the Company to the Customer.

1.4.3 Application of Credit for Service Interruptions

- (A) Credits for Service interruptions involving Service for which charges are specified on the basis of per-minute use, or on the usage of a minute, shall in no event exceed an amount equal to the initial period charge for Service.
- (B) Credits for the interruption of private line Service shall be calculated at the rate of 1/1440 of the monthly charges applicable to the affected Service for each half hour or fraction thereof in excess of the first half hour that such Service is interrupted, but in no event shall Customer receive a credit where an interruption exceeds a period of more than ten (10) days after written notice thereof is given by the Company to the Customer.

(C) For purposes of calculating credit allowances, a month is considered to have thirty (30) days.

1.4.4 Taxes: Service rates and charges do not include federal excise taxes, and state and local sales, use and similar taxes. The Customer is responsible for payment of these taxes, which are billed as separate line items. In addition, all services billed to a Customer location in any state that imposes a gross receipts or similar tax upon the Company with respect to such interstate services will be subject to a surcharge in the amount of such tax.

1.4.5 Additional Regulations for Operator Services: Certain Operator Services provided by the Company are subject to additional terms, conditions, and regulations as set forth in the Company's Informational tariff on file with the Federal Communications Commission, as it may be amended from time to time. The regulations, terms and conditions set forth in said Informational Tariff are incorporated herein by reference.

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