

1.0 **LEGACY ALLEGIANCE (INTERNATIONAL MTS) SERVICE**

1.1 **Description of Service:** Legacy Allegiance International MTS Service consists of the furnishing of switched message telephone service between the Company's operating centers in the United States and international locations. Such service is available twenty-four (24) hours a day, seven (7) days a week. The Company maintains an operating center in Dallas, Texas. Customers may place calls from any location in the United States. Customers will be charged for calls based on the foreign destination and other factors and, unless otherwise specified, the location of the Company's operating center will not affect the charge for a call. Customers may also place calls using their Allegiance Calling Card at the rates specified for switched access origination. Calling card surcharges will apply to Calling Card calls.

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 International MTS Service:

1.1.1.1 **Company:** The term "Company" denotes XO Communications Services, LLC.

1.1.1.2 **United States:** The term "United States" means the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands as well as 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.

1.2 **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.

1.3 **Allowances for Service Interruptions**

1.3.1 **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.

1.3.2 **Limitations on Allowances:** No credit allowance will be made for any Service interruption:

- (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; and

(H) that is not reported to the Company within thirty (30) days of the date of the interruption.

1.3.3 Application of Credit for Service Interruptions

(A) Credits for Service interruptions involving Service for which charges are specified on the basis of per-minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge for Service.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) For services other than those addressed in 10.2.3.3(A) above, a credit allowance will be given for interruptions of Service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

(D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
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 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
15 hours up to but not including 24 hours	One Day

(E) Continuous Interruption Over 24 Hours but Less Than 72 Hours. Interruptions over 24 hours but less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days' credit will be allowed for any one month period.

1.4 Customer Equipment and Channels

1.4.1 Interconnection of Facilities

Interconnection between Customer-provided equipment and channels and Company-provided Service must be made by the Customer by leased channel or dial-up service. Where the interconnection is not made by the lease of Company facilities, the interconnection must be made by the Customer at the Company's operating offices. Leased channels obtained from the Company for Legacy Allegiance International MTS are not furnished under this Section.

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