



NEW APPLICATION

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XO Communications, Inc.

East Broadway  
Suite 1000  
Salt Lake City, UT 84111  
USA

ORIGINAL



2001 SEP -4 P 3:47

AZ CORP COMMISSION  
DOCUMENT CONTROL

Tel 801.983.1600  
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August 30, 2001

Lori Miller  
Tariff Administrator  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007

**T-03601A-01-0689**

Dear Ms. Miller:

XO Arizona, Inc. presents this letter to introduce a new promotion being offered to our customers.

***XO Customer Five Year Renewal Promotion***

The XO Customer Five Year Renewal Promotion is available to existing XO Customers who execute and submit a XO Service Order Agreement on or before December 31, 2001. In order to be eligible for this promotion, Customer must meet the following criteria:

- a) Customer must be an existing XO Customer receiving service under this or another XO tariff;
- b) Customer's XO service must be provided on a month-to-month basis, or Customer's current XO term commitment must be within thirty (30) days of expiration
- c) Customer must commit to a minimum five year term for services at the same or greater level of service as Customer's current service level;
- d) Customer's XO account must be current, with no outstanding balance past due, as of the date of renewal and start of Customer's new service term;

Customers who are eligible for this promotion will receive credits for five months of XO services as follows:

- a) Application of Credit(s):
  - 1) Customers committing to a five (5) year term will receive credit for five (5) months of monthly recurring charges (the 12<sup>th</sup>, 24<sup>th</sup>, 36<sup>th</sup>, 48<sup>th</sup> and 60<sup>th</sup> months)
  - 2) Credits awarded pursuant to this promotion shall not exceed the averaged billing for Customer's prior 12-month period and shall not exceed \$7,500.00 per month.
  - 3) Credits for monthly recurring charges do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees or surcharges. Any usage above the standard monthly recurring charge will be billed according to the tariffed product pricing. This promotion does not apply to calling features, accounts with special off-tariffed pricing or carrier accounts, or accounts with non-current payment status.

XO Communications, Inc.



Unless otherwise stated in this or another XO tariff, this promotion cannot be combined with any other promotion. If, for any reason, Customer's XO service is terminated prior to the end of Customer's term commitment, the Customer will be liable for and will have to pay XO all credits applied to Customer pursuant to this promotion. All other terms and conditions of XO's services set forth in XO's tariffs shall apply.

If you have any further questions with regard to this notification, please do not hesitate to contact me at (801) 983-0013.

Sincerely,

A handwritten signature in cursive script that reads "Collette Marthia". The signature is written in black ink and is positioned above the printed name and title.

Collette Marthia  
Regulatory Assistant