

Morgan Lewis

Catherine Wang
Brett P. Ferenchak
catherine.wang@morganlewis.com
brett.ferenchak@morganlewis.com

December 28, 2023

Via Electronic Filing

Gary Widerburg, Commission Administrator
Heber M. Wells Building
160 East 300 South, 4th Floor
Salt Lake City, UT 84111
psc@utah.gov

Re: DOCKET NOS. 23-2202-01; 23-2536-01- Joint Application of Zayo Group, LLC and Electric Lightwave, LLC d/b/a Allstream for (1) Approval of a Pro Forma Consolidation and (2) Cancellation of Electric Lightwave, LLC's Certificate of Public Convenience and Necessity

Dear Administrator Widerburg:

On behalf of Zayo Group, LLC ("Zayo" or the "Company"), and pursuant to the March 21, 2023 Order in the above referenced dockets authorizing the cancellation of Electric Lightwave, LLC's CPCN, this letter transmits (1) as Attachment A, Zayo's Utah Price List No. 2 for the provision of Interexchange and Competitive Local Exchange services, which replaces and supersedes the Utah Price List No. 3 of Electric Lightwave, LLC dba Allstream, and (2) as Attachment B, Zayo's Utah Price List No. 3 for the provision of access services, which replaces and supersedes the Utah Price List of Electric Lightwave, LLC dba Allstream. Zayo's Utah Price List No. 2 contains Original Pages 1 through 138 and Utah Price List No. 3 contains Original Pages 1 through 209.

The tariffs are being filed to become effective on January 1, 2024, which is when Zayo intends to begin providing these services. In addition, Zayo will post the tariffs to its website at <https://www.zayo.com/policies/us-tariffs>.

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

T +1.202.739.3000
F +1.202.739.3001

Gary Widerburg, Commission Administrator
December 28, 2023
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Please acknowledge receipt and acceptance of this filing. Should you have any questions, please do not hesitate to contact the persons below.

Respectfully submitted,



Catherine Wang
Brett P. Ferenchak

Attachments

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

T +1.202.739.3000
F +1.202.739.3001

Attachment A

Zayo Group Utah Price List No. 2

Intrastate Interexchange and Competitive Local Exchange Telephone Services

REGULATIONS AND SCHEDULES

of

Intrastate Interexchange and Competitive Local Exchange
Telephone Services
Applying to End-User Communications
Services within the
State of Utah
Provided by:

ZAYO GROUP, LLC

THIS TARIFF REPLACES AND SUPERSEDES
ELECTRIC LIGHTWAVE, LLC DBA ALLSTREAM
UTAH PRICE LIST NO. 3

This Price List contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Zayo Group, LLC (“Company”) within the State of Utah. This Price List is on file with the Utah Public Service Commission (“Commission”). Copies may be inspected during normal business hours at the Company’s principal place of business: 1821 30th Street, Unit A, Boulder, CO 80301.

Issued: December 28, 2023

Effective Date: January 1, 2024

Issued By:

Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

CHECK SHEET

The Title Sheet and Sheets 1 through 138 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s).

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	81	Original
22	Original	52	Original	82	Original
23	Original	53	Original	83	Original
24	Original	54	Original	84	Original
25	Original	55	Original	85	Original
26	Original	56	Original	86	Original
27	Original	57	Original	87	Original
28	Original	58	Original	88	Original
29	Original	59	Original	89	Original
30	Original	60	Original	90	Original

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Boulder, CO 80301

CHECK SHEET, Continued

Sheet No.	Revision	Sheet No.	Revision	Sheet No.	Revision
91	Original	125	Original		
92	Original	126	Original		
93	Original	127	Original		
94	Original	128	Original		
95	Original	129	Original		
96	Original	130	Original		
97	Original	131	Original		
98	Original	132	Original		
99	Original	133	Original		
100	Original	134	Original		
101	Original	135	Original		
102	Original	136	Original		
103	Original	137	Original		
104	Original	138	Original		
105	Original				
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Corporate Attorney
Zayo Group, LLC
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) Change in listing Regulation or Condition that may affect a Rate or Charge.
- (D) Discontinued Rate, Charge, Regulation or Condition.
- (I) Increase in Rate or Charge.
- (N) New Rate, Charge, Regulation or Condition.
- (R) Reduction in Rate or Charge.
- (T) Changed text with no effect on Rate, Charge, Regulation or Condition.
- (U) Updated to current existing Rate.
- (M) Moved Rate, Charge, Regulation or Condition.

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PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a)I.
 - 2.1.1.A.1.(a)I.
 - 2.1.1.A.1.(a)I.(1)
- D. **Check Sheets** - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The price list user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

APPLICATION OF PRICE LIST

This Price List applies to intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Utah by, Zayo Group, LLC (“Zayo”).

Zayo’s Interexchange Services are interstate offerings with Customer’s having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company’s interstate interexchange service offerings, and may not be obtained without subscribing to company’s interstate interexchange services. Features, functions, volume discounts, term discounts, installation and monthly charges may be found among Zayo’s interstate rates and services, which may be accessed on Zayo’s web site, <https://www.zayo.com/policies/us-tariffs>, or via Zayo’s Customer Service Department at service serviceexperts@zayo.com or by calling toll free (888) 444-1976.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACCESS LINE - A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

ACCOUNT CODE – A Multidigit code which can be used by Customers to assign accountabilities for a call. It can be used to identify users, project, etc.

ADDITIONAL LISTING - Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

APPLICATION - A request made orally or in writing for telephone service.

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premise a telephone, Private Branch Exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the Price List.

BUSINESS SERVICE - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

CALLED STATION - The terminating point of a call (i.e., the called number).

CALLING CARD - A card issued by a Carrier containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

CALLS – The term “calls” means telephone messages attempted by Customers or Users.

CARRIER - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the Utah Public Utilities Commission.

CHANNEL - A path for communication between two or more stations, or Company offices, furnished in such a manner as Company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

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Corporate Attorney
Zayo Group, LLC
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

COMPANY – Zayo Group, LLC (“Zayo”).

COMMISSION – The Utah Public Service Commission

CONNECTING ARRANGEMENT - The equipment provided by Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of Company or of facilities of Company with other facilities of Company.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

CONNECTOR - See "Switch."

CONNECTION CHARGE - See "Service Connection Charge."

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

CONTRACT - Refers to the agreement between a customer and Company under which service and facilities are furnished in accordance with the applicable provisions of the Price Lists.

COST - The cost of labor and materials, which includes appropriate amounts to cover Company’s general operating and administrative expenses.

CREDIT CARD - A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of Company.

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Zayo Group, LLC
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

CUSTOMER-PROVIDED EQUIPMENT - Devices, apparatus, and/or associated wiring provided by a Customer.

CUT-OVER DATE (or INSTALLATION DATE) - the date when Company commences supplying telephone services pursuant to this Price List.

DEBIT CARD - A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

DEDICATED ACCESS - Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

DEMARCATION POINT - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

DIRECT INWARD DIAL (“DID”) - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL (“DOD”) - A service attribute that allows individual station users to access and dial outside numbers directly.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT OR DISCONNECTION - The termination of a circuit connection between the Originating Station and the Called Station or the operator service provider.

EMERGENCY SERVICE NUMBER (“ESN”) - A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 CUSTOMER - A municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

END USER - Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

EXCHANGE - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE - A central office line furnished for direct or indirect access to the exchange system.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

EXTENDED AREA SERVICE - Interexchange telephone service furnished at flat rate between one or more exchange areas.

FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

INTERCONNECTION - The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

ISDN/PRI BUSINESS SERVICE – An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

LATA - Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

LINE CONSTRUCTION CHARGES - The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

LOCAL CHANNEL - Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE CARRIER - A company which furnishes exchange telecommunications service.

LOCAL EXCHANGE SERVICE - Telephone communication within Exchange Areas in accordance with the provision of Company's Price Lists.

LOCAL MESSAGE - A completed communication between customer's stations located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

MAINTENANCE VISIT CHARGE - A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MILEAGE - The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

MINIMUM CONTRACT PERIOD – see “Initial Service Period”

MONTHLY RECURRING CHARGE - A regular charge applied on a monthly basis for the services applied for under this Price List.

NETWORK - The Company's facilities, equipment, and services provided under this Price List.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

NON-RECURRING CHARGE - A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

PREMISES - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRICE LIST - The rates, charges, rules and regulations adopted and filed by Company with the Utah Public Utilities Commission.

SAME PREMISES - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVICE(S) - All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

STATION - Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

SUBSCRIBER - See Customer.

SUSPENSION - Interruption of services for any number of reasons, including, but not limited to nonpayment.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

TELEPHONE COMPANY - See Carrier

TERMINATION CHARGE - A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TOLL CALL - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TOLL FREE SERVICE - A bulk billed service which provides a customer a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK LINE - A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

USER - Any person or entity that obtains the Company's services provided under this Price List, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating within the State of Utah, as provided in its Certificate of Authority.
- 2.1.2. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Utah.
- 2.1.3. Company is a facilities-based provider of local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company is a resale common carrier providing intrastate long distance toll telecommunication service to customers for their direct transmission and reception of voice, data and other types of communications. Company provides outbound 1+ and inbound "800" services to Customers.
- 2.1.5. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.6. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.7. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.8. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.9. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer.
- 2.1.10. This Price List shall be interpreted and governed by the laws of the State of Utah without regard for the State's choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this price list.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer of the service or any rights associated with the service. Transfer may be permitted if the Customer has paid all charges owed to the Company. Transfers will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply, as stated elsewhere in this Price List. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Failure of the transferee to comply with this requirement shall not prevent liability for charges, including termination charges, if the transferee has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall Zayo collect more than total charges owed.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.7. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List or Company's policies and procedures until the indebtedness is satisfied.
- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10. The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Price List or in violation of state law.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. CUSTOMER'S USE OF SERVICE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Utah State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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Zayo Group, LLC
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Boulder, CO 80301

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. CUSTOMER'S USE OF SERVICE, Continued

- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service must complete the appropriate service order form and/or service agreement, and submit the service order and/or service agreement in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Request for Service under this Price List will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.4. Where the Customer cancels an application for Service, a cancellation charge will apply as specified elsewhere in this Price List.
- 2.4.5. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. APPLICATION FOR SERVICE, Continued

2.4.6 Eligibility for Service

- A. Pursuant to Utah PSC Administrative Rule R745-240-3, Service will be conditioned upon payment of deposits, when required, and upon payment of any outstanding debts for past telecommunications service which are owed by the Applicant to the Company, subject to Utah PSC Administrative Rule R746-240-7 Review and Resolution of Disputes, and Utah PSC Administrative Rule R746-240-8, Formal Agency Proceedings Based Upon Complaint Review.
- B. Service may be denied when unsafe conditions exist, when the applicant has given false information in applying for Service, or when the applicant has tampered with the Company's lines, equipment, or other properties.
- C. An Applicant is ineligible for service if, at the time of application, the Applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the Applicant and the delinquent account holder received the Company's service, whether the service was received at the applicant's present address or another address.
- D. When an Applicant is unable to pay an outstanding debt in full, Service may be provided upon execution of a deferred payment agreement as set forth in Utah PSC Administrative Rule R746-240-5, Deferred Payment Agreement.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. SPECIAL CONSTRUCTION**

- 2.5.1. Subject to the Company's agreement and to the provisions of this Price List, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:
- 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 Company would normally utilize in the furnishing of its services;
 - C. over a route other than that which Company would normally utilize in the furnishing of its services;
 - D. in a quantity greater than that which 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.
- 2.5.2. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Price List or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. SPECIAL CONSTRUCTION, Continued

2.5.3. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

- A. Maintenance expense;
- B. Depreciation expense – including reusable and non-recoverable items;
- C. Administration expense;
- D. Taxes – including Federal Income Tax;
- E. Any other specific items of expense that may be associated with the facility provided;
- F. A reasonable return on investment.

2.5.4. The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:

- A. Material;
- B. Material overhead;
- C. Installation labor;
- D. Installation labor overhead

2.5.5. In connection with Marketing and Sales studies or programs, or promotional offerings, Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by Company. Notice of such studies, programs or promotional offerings shall be filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY**

- 2.6.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of Customer are exclusive and in no event shall Company, its employees, officers, agents and employees' agents be liable for or responsible to Customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by Company, including but not limited to any death, bodily injury, or interruption of service, loss of business or profits or any indirect, incidental, special or consequential damages.
- 2.6.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- A. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
 - B. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

2.6.2., Continued

- C. Except as provided in Section 2.14, *infra*, and applicable rules of the Utah PSC or laws of the State of Utah, failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Company or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- D. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- E. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- F. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- G. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

2.6.2., Continued

- H. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- I. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- J. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- K. For any personal injury to or death of any person or persons;
- L. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- M. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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Zayo Group, LLC
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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.2., Continued

- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- T. Any non-completion of calls due to network busy conditions;
- U. Any calls not actually attempted to be completed during any period that service is unavailable.
- V. Service, facilities, or equipment, which the Company does not furnish.
- W. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.5. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Utah law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- 2.6.6. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- 2.6.8. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Zayo is not responsible for and will not make any changes or submit updates to E911/911 Databases for any series other than an emergency response location per billing telephone number, and as provided with Zayo's Station Level 911 service. Unless otherwise agreed, Zayo will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point telephone number, name, address, and location information. for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number for the DSO level of service and one Customer will be responsible for providing all other E911/911 services as required by the Rules including but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation , operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.8., Continued

B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.6.9. 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 or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.6.10. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.6.11. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 any other party or person(s), and 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 any installation so provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- 2.6.12. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.13. 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.
- 2.6.14. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.6.15. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance; and the customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.

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Zayo Group, LLC
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Boulder, CO 80301

SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

2.6.16. With Respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Price List, the Customer agrees to the release of such information under the above provision.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. LIABILITY OF THE CUSTOMER**

2.7.1. General Liabilities of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.1. General Liabilities of the Customer, Continued

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and hold harmless Zayo, officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet E911/911.

2.7.2. Liability of the Customer for Unauthorized Use of the Network

A. Unauthorized Use of the Network

- 1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Price List; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Price List, or uses specific services that are not authorized.
- 2. The following activities constitute fraudulent use:
 - (a) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (b) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's price-listed charges by either rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued

A. Unauthorized Use of the Network, Continued

2., Continued

- (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
3. Customers are advised that use of telecommunications equipment and Services, including that provided under this Price List, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price List. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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Boulder, CO 80301

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued

C. Liability for Calling Card Fraud

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
2. The Customer must give the Company notice that unauthorized use of a 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 a written confirmation that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons.
3. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

D. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. PROVISION OF EQUIPMENT AND FACILITIES**

- 2.8.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:
- A. the transmission of signals to 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 when performed by Customer-provided network control signaling equipment.
- 2.8.2. Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Company, except upon the written consent of Company.
- 2.8.3. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.8.4. Unless otherwise specified in this Price List, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation and maintenance of all facilities on the Customer side of the Demarcation Point.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

- 2.8.5. 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 Price List. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.8.6. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.8.7. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.
- 2.8.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CUSTOMER RESPONSIBILITIES**

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.9.5. 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 voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.7. In accordance with the “filed tariff doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Price List.
- 2.9.8. The Customer is responsible for damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.10. The Customer is responsible for 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 Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.11. The Customer is responsible for 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 the Company's 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 the 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;
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Price List; 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 facilities or equipment of the Company;
- 2.9.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.9.14. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Price List regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Price List regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.20. The Customer is responsible for returning any Company-owned equipment to the Company, in good working condition, within five (5) days after Service is discontinued.
- 2.9.21. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ESTABLISHMENT OF CREDIT**

- 2.10.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Price List as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.10.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:
- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
 - B. Providing a suitable guarantee in writing, in a form prescribed by Company; or
 - C. Paying a cash deposit pursuant to Section 2.11.
- Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.
- 2.10.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if the previous or existing service was not discontinued for nonpayment within the past twelve (12) months.
- 2.10.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. DEPOSITS

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification.
- 2.11.2. Deposit
- A. Company reserves the right to require Customer to make a deposit to guarantee payment of charges. Deposits will not exceed an estimated two (2) months of Company's charges and will be collected and maintained according to Commission rules and regulations.
 - B. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
 - C. Deposits will accrue interest at a rate set annually by the Commission.
 - D. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
 - E. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
 - F. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Price List or for tendering payments when due.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. INITIAL SERVICE PERIOD**

- 2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular price-listed rate for the service they subscribe to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer is responsible for paying the regular rates for the remainder of the initial service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. PAYMENTS AND BILLING**

2.13.1. General Payment Regulations

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- C. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice.
- G. In the event that Company must employ the services of attorneys for collection of charges due under this Price List, Company shall be permitted to recover the costs of collection, including reasonable attorneys' fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.2. Late Payment Fee

- A. Customer will be liable for late fees on payments received after due date in the lesser of eighteen (18) percent per year computed on a daily basis or the statutory maximum, whichever is lower.
- B. The late payment charge will be applied to all undisputed amounts previously billed under this Price List, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges.
- C. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- D. Late payment charges do not apply to final accounts.

2.13.3. Checks

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$25.00.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. PAYMENTS AND BILLING, Continued**

2.13.4. Overpayments

- A. The Company will provide interest on Customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- B. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.
- C. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.4. Overpayments, Continued

- D. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

2.13.5. Back Billing

- A. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Price List or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.
- B. The Company reserves the right to back bill the Customer for charges not previously billed to the Customer because of Company error. The Company may back bill for charges incurred over two (2) years, unless state law or Commission rules and regulations provide otherwise.
- C. When back billing occurs because of Company error, the Company will offer and enter into reasonable payment arrangements when the amount owed by the Customer exceeds \$25 and when the period over which the under-billing accumulated exceeds one month.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. PAYMENTS AND BILLING, Continued**

2.13.6. Customer Complaints and Billing Disputes

A. Customer Complaints

1. A Customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, at toll free (888) 444-1976, in person or in writing to Zayo Group, LLC, 1821 30th Street, Unit A. Boulder, C) 80301; email to serviceexperts@zayo.com.
2. The Customer may at any point during resolution of the complaint seek review by a supervisor or manager. If Customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to the Director of Customer Service at the address in paragraph (A) above.

B. Billing Disputes

1. In the event that the Customer disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute, but is not required to so submit an itemized list.
2. Company shall promptly investigate the dispute (no more than sixty (60) days of receipt), and advise the Customer of the investigation and its results in the form of findings of fact. In conducting its investigation, the Company will consider all relevant and credible information provided by Customer as well as by other information reasonable available to Company. The burden proof to establish any right to billing adjustments in Customer's favor shall be solely upon the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.6. Customer Billing Disputes and Complaints, Continued

B. Billing Disputes, Continued

3. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service as set forth in Section 2.17. of this Price List. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.
4. Customers who remain dissatisfied with the Company's resolution of the billing dispute may contact the Utah Division of Public Utilities (DPU) to ask for assistance. The address and telephone number of the DPU are:

Utah Division of Public Utilities
P.O. Box 146751
Salt Lake City, UT 84114-6751

Local: (801) 530-6652
Toll Free: (800) 874-0904

SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE**

- 2.14.1. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price List.
- 2.14.2. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.14.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.14.3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.14.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for service, facility or circuit considered by the Company to be impaired.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued**

- 2.14.4. No credit allowances will be made for any interruption in service due to the negligence of or willful act of: the Customer.
- 2.14.5. A credit allowance for disruption of service will only be given if the disruption in service exceeds twenty-four (24) hours.
- 2.14.6. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance.
- 2.14.7. Credits for interruptions of service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.14.6. is applied against the rates specified for the service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.14.8. No other liability shall attach to Company with respect to interruptions in service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. RESTORATION OF SERVICE

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If a Customer's service is restored after having been disconnected in accordance with this Price List and a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.11.; and (3) service charges specified in Sections 3-7 of this Price List. Monthly service rates will not apply for the period between the disconnection and reconnection.
- 2.15.3. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- 2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2. of this Price List.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 2 - RULES AND REGULATIONS, Continued**2.16. CANCELLATION BY CUSTOMER**

- 2.16.1. Customer may cancel local service by providing written or oral notice to Company at least three (3) days in advance of the day on which Service is to be disconnected, unless the terms of any Customer executed agreement dictate otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.16.2. The Company will disconnect local service within one working day of the Customer's requested disconnect date. The local Service Customer is not liable for Service rendered to or at the account address or location after 11:59 p.m. of the requested disconnect date.
- 2.16.3. If Customer terminates a Services Agreement or all or any part of the Services thereunder to the end of the Services Term, the Company may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

Customer will not be liable for the early termination fees set forth above if Zayo breaches the Services Agreement or if Customer acknowledges that Zayo's Services of equal or greater MRC than the Services. Customer acknowledges that Zayo's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Zayo.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY

- 2.17.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with Utah PSC Administrative Rule R746-240-6.
- 2.17.2. Service may be terminated by the Company for the following reasons:
- A. nonpayment of billed and delinquent charges, deposits, deferred payments owed to the telecommunications corporation;
 - B. abusive use of the telephone services in a manner that interferes with the service of another person;
 - C. intentionally using the service in a manner that causes wrongful billing charges to another person;
 - D. intentionally using the service to transmit messages or to locate a person to give or obtain information, without payment of appropriate message charges;
 - E. using the service with fraudulent intent by impersonating someone else;
 - F. using the service for unlawful purposes;
 - G. tampering with or destroying company lines, equipment or other properties;
 - H. subterfuge or deliberately furnishing false information when applying for and obtaining telephone services; or,
 - I. abandonment of the service.

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Boulder, CO 80301

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY, Continued

2.17.3. Service may be terminated by the Company *without notice* when, in the Company's judgment, 1) there exists a clear emergency or serious health or safety hazard, or 2) when there is unauthorized use of or diversion of any telecommunications service or tampering with lines, or other property owned by the telecommunications provider(s). The Company will notify the account holder of the reason for the termination of service.

2.17.4. Service may not be terminated for the following reasons:

- A. a delinquent account, accrued prior to the commencement of a divorce or separate maintenance action in the courts, in the name of a former spouse;
- B. cohabitation of a current account holder with one who is a delinquent account holder who was previously terminated for non-payment, unless the current and delinquent account holders also cohabited during the time the delinquent account holder received the telecommunications corporation's service, whether such service was received at the current account holder's present address or another address;
- C. when the delinquent account balance is \$15.00, or less, except when a delinquent balance has accrued for more than 3 months.
- D. delinquency in payment for service by a previous occupant at the premises to be served other than a member of the same family or household; or,
- E. failure to pay any amount in a bona fide dispute before the Division or Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY, Continued

2.17.5. Medical Emergency/Medical Facilities

- A. The Company will postpone discontinuance of service of a residential Customer for 30 days from the date of a certificate of a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the Customer, a member of his family, or other permanent resident on the premises where service is rendered. This postponement shall be limited to a single 30-day period or a lesser period as may be agreed upon by the Company and the account holder. A person whose health is threatened or illness aggravated may petition the Commission for an extension of time.
- B. The notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, the nature of the medical emergency, the specific manner in which the discontinuance of service will aggravate or create a medical emergency, and the name, title, and signature of the physician certifying the medical emergency.
- C. In instances when discontinuance of service is delayed for medical reasons, the Company may restrict the ability of the account holder to place toll calls. The account holder shall pay the appropriate rates for toll restriction service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CANCELLATION BY COMPANY, Continued**

2.17.6. Late Notice

- A. When an account is delinquent, the Company, before termination, will issue a written late notice to inform the Customer of the delinquent status. The late notice or reminder notice will include the following information:
1. a statement that the account is a delinquent account and should be paid promptly;
 2. a statement that the Customer should communicate with the Company's Customer Service Department, by calling the company, if the Customer has questions concerning the account;
 3. a statement of the delinquent account balance, using a term such as "delinquent account balance."
- B. When the Customer responds to a late notice or reminder notice, the Company's Customer Service Department personnel will investigate any disputed issue and attempt to resolve that issue by negotiation. If the dispute is not resolved, the Company's Customer Service personnel will inform the Customer that the Customer may make application to the Division of Public Utilities for a review and disposition pursuant to Utah PSC Administrative Rule R746-240-7, Review and Resolution of Disputes. During this investigation and negotiation and a subsequent review by the Division of Public Utilities no other action will be taken to terminate the local access service if the account holder pays the undisputed portion of the account, subject to the telecommunications corporation's right to terminate service pursuant to R746-240-6(D), Termination Without Notice (See 2.17.3. above).

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY, Continued

2.17.7 Termination of Service

A. Notice of Proposed Termination

1. The Company will notify the Customer, in writing, of its intention to discontinue service no less than seven (7) days from the mailing date to respond to the Notice of Termination.
2. Notices of proposed discontinuance of service will include the following:
 - a. the reasons for and date of scheduled discontinuance of service;
 - b. actions which the account holder may take to avoid discontinuance of service; and
 - c. a statement of the customer's rights and responsibilities under existing state law and Commission rules.

- B. The Company will terminate the Customers service upon expiration of the notice of proposed termination.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CANCELLATION BY COMPANY, Continued**

2.17.8. Effort to Contact the Account Holder

- A. On the business day prior to actual discontinuance of Service, a Company representative will make a reasonable effort to contact the affected Customer, either in person or by telephone, to apprise the Customer of the proposed action and steps to take to avoid or delay discontinuance. This oral notice shall include the same information required for written notice. The Company will maintain clear, written records of these oral notices, showing dates and names of employees giving the notices.
- B. The Company will make reasonable efforts to personally contact a third party designated by the residential account holder before termination occurs, if the third party resides within its service area. The telecommunications corporation shall inform its account holders of the third party notification procedure in its statement of customer rights and responsibilities.

2.17.9. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the Service offering received by Customer. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.17.10. Whenever Service is discontinued for fraudulent use of Service, Company will, before restoring Service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues and any expenses resulting from such fraudulent use.

2.17.11. If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.18. INTERCONNECTION**

- 2.18.1. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.18.2. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.
- 2.18.3. Interconnection of the Customer's facilities with the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs and price lists.
- 2.18.4. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

Except as provided by state law or Commission regulations, the Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

2.20. TAXES AND SURCHARGES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and surcharges may be separately stated on the applicable invoice and may include, but are not limited to the following:

- Federal USF
- City E911 (Salt Lake City Only)
- City Statutory Gross Receipts Tax
- County 911
- County/City Sales Tax
- District Tax (Resort Community Tax)
- State Telecom Relay Service/DEAF Surcharge
- State USF Surcharge
- State E911
- State Poison Control
- State Sales Tax

Any questions relative to the taxes, fees and surcharges noted above should be directed to the appropriate government agency.

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SECTION 3 – LOCAL EXCHANGE SERVICE**3.1. DESCRIPTION OF SERVICE**

3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.

3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls that are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.

3.2. LOCAL SERVICE AREA

The Company provides local exchange service in the following exchanges: Ogden, Park City, Salt Lake, Kearns, Midvale, Murray, Holladay, Lehi, American Fork, Provo/Orem, and certain other exchanges where Qwest Corporation is the incumbent local service provider.

3.3. APPLICATION OF RATES

3.3.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Price List.

3.3.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.

3.3.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.

3.3.4. Extended Area Service (EAS) is a premium-type service offering made by Company to certain exchanges, under specific conditions.

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Zayo Group, LLC
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Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.3. APPLICATION OF RATES, Continued

3.3.5. In addition to service offered with this Local Exchange Service Section, Company shall also offer individually priced services subject to Commission rules and regulations. Individually priced services shall be established in a non-discriminatory manner.

3.3.6. Company will resell local exchange services which will be priced according to the rates established for such services in the underlying provider’s effective intrastate tariffs and/or price lists.

3.4. PROMOTIONAL OFFERINGS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable regulations.

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Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.5. LOCAL SERVICE TERM PLANS

In addition to the rules and regulations set forth in Section 2, of this Price List, the following provisions apply to this Service:

- 3.5.1. If the Customer terminates the request for services prior to the Installation Date, Company may charge the Customer an early termination fee equal to: all installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs; or
- 3.5.2. If the Customer terminates all Services after the Installation Date but at any time prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to: 100% of the total MRC for the remainder of the Initial Services Term plus any unpaid installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs (less amounts already paid); or
- 3.5.3. If the Customer terminates or cancels some, but not all of the Services prior to the end of the Initial Services Term, Company may charge the Customer an early termination fee equal to all disconnection fees and costs incurred by Company, all installation and/or special construction charges related to the specific Services, whether previously waived or not.
- 3.5.4. Term Plans will automatically renew unless the Customer notifies Company in writing to cancel the renewal within thirty (30) day s of expiration of the current Term Plan.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. BASIC BUSINESS LOCAL EXCHANGE SERVICE**

3.6.1. Description

- A. Basic Business Local Exchange service provides the Customer with voice-grade telecommunications service that can be used to place and receive calls. The Customer may place calls to any local calling station in the local calling area. The Customer may also place calls to toll-free numbers where equipment allows. Subject to availability, Customers may select their preferred telecommunications carrier for 1+ intraLATA and interLATA toll service.

- B. Market Expansion Line (MEL) service allows the Customer to have a telephone number out of a particular central office without having a physical presence in the area served by the central office. A call to a MEL can be forwarded to a central office in the calling area, or to a long distance number. The MEL product is also an alternative when a telephone number cannot be ported between central offices. The originating telephone number identification is not provided to the MEL Customer. MELs cannot be forwarded to 911, public pay telephone numbers, OUTWATS numbers, international telephone numbers nor 900 numbers. Service connection and long distance charges may apply.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. BASIC BUSINESS LOCAL EXCHANGE SERVICE, Continued****3.6.2. Rates and Charges**

Service	Month-to- Month Charge	1-Year Term	2-Year Term	3-Year Term	Non- Recurring Charge
		Monthly Recurring Charge	Monthly Recurring Charge	Monthly Recurring Charge	
<u>Basic Business Line</u> (On-Net)	\$131.93	\$131.93	\$131.93	\$131.93	\$45.00
<u>Discounted Basic Business Line*</u> (On-Net)	\$131.93	\$131.93	\$131.93	\$131.93	\$45.00
<u>Resold Business Line</u> (Off-Net)	\$169.73	\$139.73	\$139.73	\$139.73	\$45.00
Market Expansion Line (includes 5 pathways)	\$43.00	\$43.00	\$43.00	\$43.00	\$50.00
Market Expansion Line Additional Pathway	\$25.00	\$25.00	\$25.00	\$25.00	\$45.00

* Discount applies when Customer subscribes to a Feature Package; see Section 3.8.4.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES**

- 3.7.1. The Company's T1 and T1 PRI based services are provided through its own switch facilities. These services ride a T1 or T1-capable facility which consists of common equipment, local exchange switching and flat-rate usage trunks/channels for access to the local exchange and toll networks. The Primary Rate Interface (PRI) includes a D channel that supports a data connection between the Customer's PBX or ISDN capable equipment and the Company's switch.
- 3.7.2. Where the Company is not collocated, the Customer has the option of utilizing a portion of an Enhanced Extended Loop (EEL). The monthly recurring Extended Loop Fee applies in addition to each monthly recurring circuit charge.
- 3.7.3. The minimum term of service for the Company's T1-Based services is 2 years (24-months).
- 3.7.4. Zayo's Digital Voice T1 and ISDN PRI services are trunk side circuits designed to transmit digital voice signals between a customer's private branch exchange (PBX) and Zayo's central office switching center. The Digital Voice T1 service is a 1.544 Mbps circuit supporting 24 voice conversations each encoded at 64 Kbps. ISDN PRI, or Integrated Services Digital Network at a Primary Rate Interface, is an "enhanced T-1" service delivering voice conversations over 23 bearer (23 B) channels supported by one signaling channel (1 D). ISDN PRI offers out-of-band signaling delivering automatic and dialed number identification services and are limited to Customer applications that meet technical engineering design parameters. All services are subject to availability and are designed for retail customer applications.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES, Continued**

3.7.5. Novus T1 and Novus T1/PRI Services

- A. Novus Services provide Customers with dynamically allocated bandwidth for local and long distance voice calls and Internet access over T1 connections. Voice calls use VoIP (Voice over Internet Protocol) technology; voice calls are converted from/to VoIP at the Customer's premise. When lines are not in use for voice calls, the entire bandwidth is available for Internet access. Voice calls are prioritized.
- B. The Company offers three (3) configuration options:
 - 1. Novus T1 Business Lines: minimum of 1 and maximum of 16 lines.
 - 2. Novus T1 Digital Channels: minimum of 1 and maximum of 24 channels.
 - 3. Novus T1 ISDN PRI: includes 23 B channels plus the D channel.
- C. The *Feature Packages* are available with the Novus products. See Section 3.8.4., following, for components and rates.
- D. Novus requires an essential, non-regulated data component.

3.7.6. Integrated T1 Service

Integrated T1 is a channelized product delivered over a T1 facility with a minimum requirement of 12 total channels. The channels may be any combination of voice or data channels, with at least one voice channel required per facility.

- A. The Company offers three (3) configuration options:
 - 1. Integrated T1 Business Lines;
 - 2. Integrated T1 Digital Channels;
 - 3. Integrated T1 Analog Trunks.
- B. The *Feature Packages* are available with the Integrated T1 products. See Section 3.8.4., following, for components and rates.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES, Continued****3.7.7. Integrated ISDN PRI**

Integrated ISDN PRI is a channelized product delivered over a T1 facility. The channels may be any combination of ISDN PRI and data with a minimum requirement of 24 total channels.

3.7.8. Rates and Charges**A. ISDN-PRI and Digital Voice**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
ISDN PRI		
Month to Month Term	\$1078.80	\$1000.00
1 Year Term	\$750.00	\$1000.00
2 Year Term	\$750.00	\$1000.00
3 Year Term	\$750.00	\$1000.00
Digital Voice T1		
2 Year Term	\$750.00	\$1000.00
3 Year Term	\$750.00	\$1000.00

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 1821 30th Street, Unit A
 Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES, Continued**

3.7.8. Rates and Charges, Continued

B. Novus T1 Service

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
<u>Novus Two (2) Year Term</u>		
Novus Basic Business Lines		
1 - 6 lines (per line)	\$31.99	
8 lines (per line)	\$24.50	
10 – 16 lines (per line)	\$20.00	
Novus Trunks (per trunk)	\$20.25	
Novus T1 Circuit		\$499.00
Novus PRI	\$544.80	\$499.00
<u>Novus Three (3) Year Term</u>		
Novus Basic Business Lines		
1 - 6 lines (per line)	\$31.99	
8 lines (per line)	\$24.50	
10 – 16 lines/trunks	\$20.00	
Novus Trunks (per trunk)	\$20.25	
Novus T1 Circuit		\$0.00
Novus PRI	\$429.00	\$0.00

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Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES, Continued****3.7.8. Rates and Charges, Continued****C. Integrated T1 Service**

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
<u>Integrated T1 One (1) Year Term</u>		
Integrated T1Basic Business Lines		
12 – 13 lines (per line)	\$43.99	
14 – 17 lines (per line)	\$40.99	
18 –24 lines (per line)	\$38.99	
Integrated T1Digital Local Loop		\$1000.00
<u>Integrated T1Two (2) Year Term</u>		
Integrated T1Basic Business Lines		
12 – 13 lines (per line)	\$40.50	
14 – 17 lines (per line)	\$37.99	
18 –24 lines (per line)	\$35.99	
Integrated T1DID Digital Trunks		
12 – 13 lines (per trunk)	\$36.50	
14 – 17 lines (per trunk)	\$33.99	
18 –24 lines (per trunk)	\$31.99	
Integrated T1Digital Local Loop		\$499.00
<u>Integrated T1Three (3) Year Term</u>		
Integrated T1Basic Business Lines		
12 – 13 lines (per line)	\$37.99	
14 – 17 lines (per line)	\$34.99	
18 –24 lines (per line)	\$32.99	
Integrated T1DID Digital Trunks		
12 – 13 lines (per trunk)	\$33.99	
14 – 17 lines (per trunk)	\$30.99	
18 –24 lines (per trunk)	\$28.99	
Integrated T1Digital Local Loop		\$0.00

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. T1-BASED SERVICES, Continued

3.7.8. Rates and Charges, Continued

D. Integrated PRI

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Integrated PRI Two (2) Year Term		
Integrated Voice PRI (per channel)	\$31.00	
Digital Local Loop		\$499.00
Integrated PRI Three (3) Year Term		
Integrated Voice PRI (per channel)	\$29.00	
Digital Local Loop		\$0.00

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Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. T1-BASED SERVICES, Continued**

3.7.8. Rates and Charges, Continued

E. Miscellaneous T1 Charges

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Extended Loop Fee	\$75.00	
Non-Standard Configuration	\$450.00	
Sequential DID Station Numbers (per number) [1]	\$0.18	\$0.30
Non-Sequential DID Numbers (per number) [1]	\$1.02	\$0.30
Inbound Caller ID [1]		
Caller ID Number Only	\$0.00	\$0.00
Caller ID Name & Number	\$24.00	\$0.00
Call Redirection [1]	\$30.00	\$250.00

[1] See Section 3.8.1. for descriptions.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES

The Company offers a variety calling features available with both Basic Business and T1-Based Local Exchange Services unless noted otherwise. Feature availability may vary based on Customer location.

3.8.1. Feature Descriptions

3-Way Calling

Three-Way Calling enables a User on an active call to include a third party in the call.

6 - Way Calling

This feature allows a user to establish a conference call of up to six parties including the user. (Not available with Off-Net lines.)

Anonymous Call Rejection

Incoming Calls are rejected when the calling party does not provide caller identification information.

Call Transfer

This feature allows the User to manually transfer an incoming caller to any other phone number, as well as introduce the call before hanging up.

Caller ID Name & Number

When an incoming call is received, this feature provides the User with a display of the caller's name and phone number

Caller ID Number

When an incoming call is received, this feature provides the User with a display of the caller's number.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.1. Feature Descriptions, Continued

Call Waiting

With this feature, an incoming call encountering a busy station receives audible ringing, while the called, busy station receives a call waiting tone. This feature **will not** work with hunting.

Caller ID on Call Waiting

When an incoming call is received and the User is on another call, this feature provides the User with a visual display of the telephone number of the second caller.

Continuous Redial

This optional feature permits a primary station line to have calls automatically redialed when the first attempt reaches a busy number.

Distinctive Ring

Distinctive Ring Service assigns up to three additional phone numbers to one access line. Each assigned number has a distinctive ring.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.1. Feature Descriptions, Continued****Hunting**

This feature will route a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the Customer's main telephone number and several telephone lines, so that the Customer may receive calls on several lines, although all calls are placed to the same number. This feature is often used on multi-line telephone sets or key systems.

Hunting **will** work on the same line as Call Forward Variable and Call Forward Don't Answer Features.

Hunting **will not** work on the same line as a Call Forward Busy Feature as they are essentially the same feature both are activated only when the line is busy.

Hunting **will not** work on the same line as Call Waiting.

1. Circular - Circular hunting hunts all lines in the hunting group regardless of the starting point.
2. Multi-Line - Feature allows all of Customer's line to reflect the same local telephone number and name for outbound Caller ID. Incoming calls first hit the main number, and then hunt to the member numbers. Incoming calls can not be placed directly to the member numbers. All toll and local usage incurred by member numbers will be billed on the main number.
3. Series - Series hunting hunts for an open line in the order that the Customer designates. Unlike Circular hunting, series hunting will stop and give a busy signal or forward to voice mail at the end of the hunting sequence.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.1. Feature Descriptions, Continued****Last Call Return**

Last Call Return provides the Customer with the telephone number of the last incoming call whether the call is answered or not.

Selective Call Rejection

This optional feature enables a station line user to exclude calls from a list of pre-programmed numbers.

Speed Calling 8

This feature allows a station User to dial frequently called numbers by dialing an abbreviated code.

Speed Calling 30

This feature allows User to dial up to 30 different telephone numbers by dialing an abbreviated code.

Single Number Service – Simultaneous Ring

An incoming call rings Customer's line and one additional number simultaneously. Customer activates and deactivates the feature by dialing a "star" code on their handset. If a simultaneous ring number is non-local to customer's Zayo line, Customer will be assessed toll charges on their Zayo line for the duration of the call when they answer an incoming call on the non-local simultaneous ring line.

Single Number Service – Sequential Ring

In incoming call rings the Customer's line and up to 2 additional numbers in sequence. Customer activates and deactivates the feature by dialing a "star" code on their handset. If a sequential ring number is non-local to Customer's Zayo line, Customer will be assessed toll charges on their Zayo line for the duration of the call when they answer an incoming call on the non-local sequential ring line.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.1. Feature Descriptions, Continued

Call Forward Busy

When a line is busy, all calls are routed to a predetermined alternate telephone number or to voicemail. When activated, Call Forwarding Variable takes precedence over Call Forward No Answer and Call Forward Busy.

Call Forward Fixed

Customer's incoming calls are set to route to an alternate telephone number. Line can continue to be used for outbound calls. The forwarding is programmed by Company, and can not be deactivated or changed by the customer.

Call Forward No Answer

When the base station does not answer an incoming call within the time prescribed, the call is routed to a predetermined alternate telephone number or to voicemail. When activated, Call Forwarding Variable takes precedence over Call Forward No Answer and Call Forward Busy.

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Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.1. Feature Descriptions, Continued****Call Forward Variable**

This optional feature allows all calls directed to a telephone number to be routed to an alternate telephone number or to voicemail. The User can activate, deactivate and change forward-to numbers. When activated, Call Forwarding Variable takes precedence over Call Forward No Answer and Call Forward Busy.

Remote Access Call Forwarding

This feature permits users to activate, deactivate, or change their Call Forward Variable service from any phone.

Scheduled Call Forwarding

Allows customer to route incoming calls to an alternate telephone number or to voicemail according to a schedule. Customer can activate, deactivate and change the forward-to number as well as the schedule.

Call Pickup

Call Pickup allows a station to answer calls incoming to another station within a predetermined call-pickup group. More than one call pick-up group may be assigned in a customer group.

Call Trace

Call Trace enables a Customer to trace their last incoming call. Customer Originated Trace deals with information pertaining to a disconnected call. Information about this disconnected call is stored in a buffer. This buffer is updated each time the subscriber's line is called. Thus only the most recent incoming call can be traced. Customers can prevent access to Call Trace by requesting that Call Trace be deactivated on their line(s). See Section 3.7.5. Call Tracing for additional information.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.1. Feature Descriptions, Continued

Hot Line

This feature is typically on a line with a single line phone. When a user picks up the handset, this feature automatically dials a pre-programmed number.

Disconnected Number Referral

After disconnection, the Customer can request a referral recording to direct callers to dial an alternative number.

Message Waiting Audio & Visual

This feature allows a voice mail user to be alerted to the presence of a voice mail message by lighting a lamp on customer's handset as well as generating a stutter dial tone.

Custom Number Selection

Customers may request special telephone numbers if available to the Company. Customers may choose to list letters in place of numbers in the telephone number field of the White Pages, but must have an associated listing showing the numeric translation.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.1. Feature Descriptions, Continued****Call Redirection**

Call Redirection allows incoming calls to Customer's voice trunk group to automatically forward to an alternate telephone number in case of a busy or a down condition. As soon as the switch no longer detects a signal from the Customer's location, all incoming calls that point into Customer's trunk group will automatically forward to alternate telephone number. Customer designates the forward-to number in advance, at the time of the initial provisioning of the services. This product is intended to be used on an incidental basis only for business continuity purposes. This service uses a Market Expansion Line to direct calls to the alternate location. The Market Expansion line charge is included in the Call Redirection fee. Customer will pay toll on all forwarded calls as applicable. (T1-based services only, see Section 3.7.8. for rates.)

Sequential DID (Direct Inward Dial) Station Number

These are telephone numbers in a sequential range that reside on DID (Direct Inward Dial) trunk circuitry. Charge applies when new numbers are assigned by the Company and/or when the customer is porting existing numbers assigned by a previous carrier. Note: new telephone numbers are not guaranteed until the line has been physically installed. (T1-based services only, see Section 3.7.8. for rates.)

Non-Sequential DID Station Number

These are individual telephone numbers not in a sequential range that reside on DID (Direct Inward Dial) trunk circuitry. Charge applies when new numbers are assigned by the Company and/or when the customer is porting existing numbers assigned by a previous carrier. Note: new telephone numbers are not guaranteed until the line has been physically installed. (T1-based services only, see Section 3.7.8. for rates.)

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.2. Blocking Option Feature Descriptions

Third Party Blocking

This feature prevents a person from billing a call to the Customer's number.

Call Blocking - 900/976

This feature prevents the User from placing chargeable information calls.

Caller ID Block- Per Use

This feature allows the Customer to block, on a per-call basis, their name and number from being displayed on Caller ID on outbound calls.

Caller ID Blocking

This feature blocks the caller's name and number on all outbound calls. This feature is only available to business customers with demonstrable needs (e.g., law enforcement agencies, human services shelters, etc.)

Call Trace Blocking

This feature prevents access to Call Trace.

Call Blocking - Carrier Code

This feature blocks carrier access toll calling using 10-10-XXX numbers.

Collect Call Blocking

Prevents a caller from placing a call to the Customer and billing the Customer for the call.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.2. Blocking Option Feature Descriptions, Continued

Call Blocking - Directory Assistance

This feature blocks Users from placing chargeable calls to both local and national Directory Assistance.

Call Blocking - International

Prevents direct dialed international calls placed on a 011+ and/or 101XXXX011+ basis.

Call Blocking - 800

Prevents Users from making calls to toll free numbers.

Call Blocking - 0+

Prevents Users from making operator assisted calls.

Call Blocking - 1+

Prevents Users from making long distance telephone calls and toll free calls.

Call Blocking - 1+ - Allows 800

Prevents Users from making long distance telephone calls. Customer can make toll free calls.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.3. Ala Carte Feature Rates¹**

Feature	Monthly Recurring Charge	Non-Recurring Installation Charge
3 Way Calling	\$5.50	\$5.00
6 Way Calling	\$5.95	\$5.00
Anonymous Call Rejection (Requires Caller ID)	\$3.60	\$5.00
Call Transfer	\$6.50	\$5.00
Caller ID Name & Number (per line)	\$9.00	\$5.00
Caller ID Number	\$9.00	\$5.00
Caller ID Blocking	\$4.95	\$5.00
Call Waiting	\$7.50	\$5.00
Call Waiting ID	\$7.95	\$5.00
Continuous Redial – unlimited \$0.75/per use	\$3.60	\$5.00
Distinctive Ring (First Number Only)	\$7.45	\$5.00
Hunting	\$8.00	\$10.00
Last Call Return – unlimited \$0.75/per use	\$4.50	\$5.00
Speed Calling 8	\$4.00	\$5.00
Speed Calling 30	\$5.00	\$5.00
Call Forward Busy	\$3.60	\$5.00
Call Forward No Answer	\$3.60	\$5.00
Call Forward Fixed	\$12.00	\$10.00
Call Forward Variable	\$5.50	\$5.00
Scheduled Call Forward	\$9.50	\$10.00
Call Pickup	\$5.00	\$30.00
Selective Call Rejection	\$5.50	\$5.00
Hotline	\$2.80	\$5.00
Message Waiting – Audible & Visual	\$0.00	\$0.00
Disconnected Number Referral	\$0.00	\$25.00
Remote Access Call Forwarding	\$8.50	\$5.00
Third Party Pass Through Charge – Remote Access Call Forwarding – Custom Number Selection	\$0.00	\$250.00

¹ Regular applicable service connection charges apply.

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Corporate Attorney
Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.3. Ala Carte Feature Rates², Continued**

Feature	Monthly Recurring Charge	Non-Recurring Installation Charge
Single Number Service – Simultaneous Ring [1]	\$7.50	\$5.00
Single Number Service – Sequential Ring [1]	\$7.50	\$5.00
Call Blocking - 0+	\$0.00	\$5.00
Call Blocking - 1+	\$0.00	\$5.00
Call Blocking - 1+ - allows 8XX	\$0.00	\$5.00
Call Blocking – 8XX	\$0.00	\$5.00
Call Blocking - 900/976 Service	\$0.00	\$5.00
Call Blocking – DA	\$0.00	\$5.00
Call Blocking – International	\$0.00	\$5.00
Call Blocking – Carrier Code	\$0.00	\$5.00

[1] Limited to areas served by Zayo’s Metaswitch.

² Regular applicable service connection charges apply.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued****3.8.4. “Feature Package” & “Feature Package Plus” for Basic, Integrated T1 and Novus Business Lines and Integrated T1 Analog Channels**

<u>Feature Package Name</u>	<u>Monthly Recurring Rate</u>	<u>Non-Recurring Installation Charge</u>
Feature Package Per Line	\$3.00	\$15.00
Feature Package Plus Per service location	\$15.50	\$15.00

Third Party Pass Through Charge:

Feature Packages Include Customer choice of any or all of the following:

3 Way Calling	Last Call Return
Anonymous Call Rejection	Selective Call Rejection
Call Transfer	Speed Calling 8
Caller ID Number	Call Forward Busy
Caller ID Name & Number	Call Forward No Answer
Call Waiting	Call Forward Variable
Call Waiting w/ Caller ID	Remote Access Call Forwarding
Continuous Redial	Hunting

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Zayo Group, LLC
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3.8. CUSTOM CALLING FEATURES, Continued

(Reserved for Future Use)

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Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.5. Call Tracing

A. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a Customer.

B. Definitions

1. **Customer** – means a person, firm, partnership, Limited Liability Company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service.
2. **Customer-originated call-tracing service** – means a Customer-activated, call-specific form of call tracing available as part of a set of services called Custom Local Area Signaling Services (CLASS).
3. **Emergency** – means a situation that appears to present immediate danger to person or property.
4. **Investigative or law enforcement officer** – means an officer of the United States, a state, or a political subdivision of the United States or a state which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. CUSTOM CALLING FEATURES, Continued**

3.8.5. Call Tracing, Continued

C. Regulations

In addition to the rules and regulations set forth in Section 2 of this Price List, the following provisions apply to the use of this service:

1. Call Tracing will be provided when requested by both a Customer and an investigative or law enforcement officer and the Customer has provided consent. Normally written consent will be required.
2. In emergencies, call tracing will be provided upon receiving oral consent from the Customer. The Customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
3. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to Customers receiving call-tracing services.
4. Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
5. Company may provide Customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a Customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. CUSTOM CALLING FEATURES, Continued

3.8.5. Call Tracing

D. Rates

1. Call Tracing Setup
 - (a) During Normal Business Hours No Charge
 - (b) Outside Normal Business Hours No Charge
2. Extension of Call Tracing period at request of investigative or law enforcement agency. No Charge
3. Provision of Call Tracing information to investigative or law enforcement agency No Charge

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.9. DIRECTORY LISTINGS

3.9.1. Regulations

In addition to the rules and regulations set forth in Section 2 of this Price List, the following provisions apply to the use of this service:

- A. A primary listing, which may include the name, address and telephone number of the individual, organization, firm or, corporation for whom the service has been contracted, will be furnished at no charge.
1. Listings will be limited to such information as is necessary for proper identification.
 2. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the Customer will not be impaired.
 3. Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.

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Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.9. DIRECTORY LISTINGS, Continued

3.9.2. Descriptions

Directory Listing White Page: Provides the name, number, and address of the Customer or the name under which business is conducted to the local White Pages and Directory Assistance.

Directory Listing Additional White Page: This optional service allows the customer to buy additional White Page listings so that callers can more easily find and reach the Customer.

Directory Listing Alpha: This optional service allows the customer's telephone number to be listed with all of the numbers or a portion of the numbers replaced by letters of the alphabet. Customer's telephone number must also be listed numerically.

Directory Information Listing: This option provides additional information with the regular Directory Listing to benefit directory Users. The additional information is non-promotional in nature.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.9. DIRECTORY LISTINGS, Continued

3.9.2. Descriptions, Continued

Foreign Directory Listing: This optional service allows the Customer to request a listing in a directory outside of their local service area. This charge is also assessed for any toll free numbers listed in the White Page listings.

Non-Listed Number: This optional privacy service allows the Customer to not have their telephone numbers listed in White Pages. The number will be available for directory assistance requests.

Non-Published Number: This optional privacy service allows the Customer to have his/her number not included in the White Pages directory and to be withheld from Directory Assistance requests.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. DIRECTORY LISTINGS, Continued**

3.9.3. Rates

Listing Type*	Monthly Recurring Charge	Non-Recurring Installation Charge
First White Page Listing	\$0.00	\$0.00
Directory Information Listing (extra line)	\$6.00	\$10.00
Additional White Page Listing	\$6.00	\$10.00
Directory Listing Alpha	\$6.00	\$5.00
Foreign Listing	\$6.00	\$10.00
Non-Published Number Listing	\$2.50	\$10.00
Non-Listed Listing	\$1.50	\$5.00

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. MISCELLANEOUS RECURRING & NON RECURRING CHARGES

3.10.1. Non-Recurring Service Charges - Descriptions

A. Service Order Charge

A non-recurring service order charge applies each time a change or rearrangement is made to a service, feature, or listing, or when the Customer requests that the account be transferred to a new person, firm, corporation or other entity that will assume responsibility for the account. A Service Order Charge may apply in addition to Install Charges.

B. Move Charge

The non-recurring Move Charge applies when the Customer requests that a Service be moved.

C. Delay Charge

See Section 3.10.3. Customer Not Ready – Service Facility Reservation

D. Reconnection Fee

A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Services after Company has temporarily or permanently suspended or discontinued Services to Customer for any reason allowed by this Tariff. This charge applies on a per line basis (See Section 2.15. Restoration of Service).

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,
Continued

3.10.1. Non-Recurring Service Charges - Descriptions, Continued

- E. After Hours Conversion Charge
This charge will apply when the Customer requests that conversion/installation of service be scheduled during non-business hours. It is charged on an hourly basis, with an initial 2-hour minimum and quarter-hour increments thereafter.
- F. Order (Internal) Expedite Charge
This charge applies when the Customer requests that Zayo process the Customer's order for service faster than the Company's standard processing interval. It is an administrative expedite only.
- G. Expedite Charge
This charge applies when the Customer requests circuit delivery earlier than the standard intervals permit.
- H. Cancellation Charge
This charge applies when the Customer cancels an order for Service after the Company begins processing the order and/or has delivered the circuit to the Customer, but before Service commences.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued

3.10.2. Non-Recurring Service Charges - Rates

<u>Service</u>	<u>Non-Recurring Charge</u>
Service Order Charge – Basic Business Lines & Related Services	\$25.00
Service Order Charge – T1 Based, Digital Services	\$150.00
Move Charge – Basic Business Lines & Related Services	\$45.00
Move Charge – T1 (per circuit) (See Section 3.10.4.)	\$500.00
Reconnect Charge – DS0 (single voice-grade line)	\$45.00
Reconnect Charge – DS1 (T1 or greater circuit)	\$500.00
After Hours Conversion Charge - initial 2 hours	\$405.00
Each quarter-hour thereafter	\$50.75
Order (Internal) Expedite Charge (N)	\$250.00
Expedite Charge	\$500.00
Cancellation Charge - after circuit is delivered to Customer premise:	
Basic Business Lines & Related Services	\$45.00, or
one (1) month's recurring charge per line, whichever is greater	
T1 or greater circuit	\$600.00, or
one (1) month's recurring charge per circuit, whichever is greater	
Cancellation Charge – after commencement of order processing	
Basic Business Lines & Related Services	\$45.00
T1 or greater circuit	\$300.00

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Corporate Attorney
Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued**3.10.3. Recurring Charges – Descriptions****A. Network Access Assessment (NAA)**

The NAA is assessed as a percentage of monthly recurring and usage charges for local, intrastate, interstate, international, data, private-line, and voice messaging services and the Interstate Access Charge (IAC) and Interconnection Fee (ICF). The NAA helps to recover the cost of the underlying facilities and services that Zayo purchases from the Incumbent Local Exchange Carrier (ILEC). FCC rules permit the ILEC in various circumstances to increase its rates as well to limit the Company's access to its network facilities except at higher rates.

Network Access Assessment: 12.45%

B. Account Maintenance Charge (AMC)*

The AMC is a monthly recurring end-user subscriber charge associated with general account servicing and administration. Customers can receive credits to offset this charge by enrolling in electronic billing and/or ACH auto pay.

AMC: \$12.50

1. Paperless, Electronic Billing Credit

Recipients of the Account Maintenance Charge will receive a monthly credit when enrolled in paperless, electronic billing.

Credit: \$7.50

2. ACH Auto Pay Credit

Recipients of the Account Maintenance Charge will receive a monthly credit when enrolled in ACH Auto Pay.

Credit: \$5.00

*The AMC is applied to accounts billing less than \$500 of monthly recurring charges (not including usage charges, NAA, taxes, or other government imposed fees).

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Zayo Group, LLC
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued**3.10.4. Customer Not Ready – Service Facility Reservation Charge**

Whenever Company can accommodate Customer’s original scheduled installation of service date (“Date”) for service-ready T1 or greater circuit(s) and Customer determines, within 0-5 days of the Date to suspend scheduled installation or the Customer requests to suspend the scheduled installation more than 10 days beyond the Date, the Company will assess a non-recurring Due Date Change charge and a monthly recurring Service Facility Reservation charge effective on the Date.

If Customer notifies Company 6 or more days before the Date and if a new due date is within 10 days of the Date, the Service Facility Reservation charge will not apply and only the Due Date Change charge will apply.

Rates

- i. Due Date Change per Order \$150.00
- ii. Service Facility Reservation Charge
Per circuit: the Monthly Recurring Rate for the finished circuit/service

3.10.5 Station Level 911 Service

Allows emergency personnel to respond to the specific location of a 911 caller within a building or campus environment. Customers can change the location information for 911 numbers via the Zayo portal. This service is primarily designed for end-users who are in a fixed location. Zayo pre-provisions Zayo’s 911 database with the customer’s telephone numbers and location information, including each telephone number’s specific location, such as a cubical number, classroom number or building name. Zayo assumes no liability whatsoever for Customer or any party’s dialing of 911 or attempt to dial 911 or any other emergency service using the Services, or for damages arising from errors, mistakes in or omissions of Customer location information provided pursuant to the provision of 911 emergency service.

Rates: Monthly Recurring Charge: \$0.50 (per number)
Non-Recurring Charge: \$0.35 (per number)

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,
Continued

3.10.6. Third Party Pass Through Charge*

This charge is a pass-through of third-party (ILEC) cost increases Zayo incurs due to the FCC's deregulation of wholesale services. Customers will have at least 30 days' advance notice of an increase to this charge.

Rate: Individual Case Basis (ICB)

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Zayo Group, LLC
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Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. ABBREVIATED DIALING CODES (N-1-1)

3.11.1. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

3.11.2. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

2-1-1 - Community Information and Referral Services

3-1-1 - Non-Emergency Police and Governmental Services

5-1-1 - Traffic and Transportation Information

7-1-1 - Telecommunications Relay Service

8-1-1 - Advanced Notice of Excavation Activities

9-1-1 – Emergency Service

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1821 30th Street, Unit A
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. ABBREVIATED DIALING CODES (N-1-1), Continued

- 3.11.3. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)
- 3.11.4. Access to abbreviated dialing codes is not available through 1+, 0+, 0- (credit card, third-party billing, collect calls) or 101XXXX dialing. In addition, operator assisted calls N-1-1 calls will not be completed.
- 3.11.5. The Company will provide the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers

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1821 30th Street, Unit A
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. ABBREVIATED DIALING CODES (N-1-1), Continued

3.11.6. Universal Emergency Telephone Number Service (911, E911) – End Users

- A. This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects malfunctions in the service, nor does Company undertake such responsibility.
- B. 911 information consisting of the names, address and telephone numbers of all telephone Customers is confidential. Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.11. ABBREVIATED DIALING CODES (N-1-1), Continued****3.11.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued****D. Provision of Service – End User Customers**

Unless otherwise agreed, Company will provide Customer the following 911/E-911 services in conjunction with each of the following Services:

For Basic Business Service (Plain Old Telephone Service “POTS”) - Company will provide Customer with the network connection for each POTS circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each of Customer’s POTS circuit(s) or POTS billing telephone number(s) (BTN).

For Integrated T1 and Novus Business Line Services – Company will provide Customer with the network connection for the circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location for each of Customer’s Integrated T1 or Novus circuits or billing telephone numbers (BTN).

For Basic Business Line over T1 – Company will provide Customer with the network connection for the T1 circuit and will provide the appropriate PSAP with the automatic location identification (ALI), including one emergency response location, for each T1 circuit. Company may assign numerous telephone numbers to the Customer for T1 services, Company will provide the same emergency response location for all basic business lines or BTNs regardless of the number of lines or unique telephone numbers on that circuit.

For Zayo Station Level 911 Service: Company will pre-provision Company’s 911 database with the Customer’s telephone numbers and associated location information, including each telephone number’s specific location, such as a cubical number, classroom number or building name. Customer administrators can change the location information for 911 numbers via the Company portal.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.11. ABBREVIATED DIALING CODES (N-1-1), Continued****3.11.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued****D. Provision of E-911 Service – End User Customers, Continued**

For Basic Voice Trunks, PRI Voice Trunks, and Analog Trunk Services – Company will provide Customer with the network connection for the trunk group and will provide the appropriate PSAP with the automatic location identification (ALI), including the emergency response location, for each trunk group. Company may assign numerous telephone numbers to the Customer for specified services over trunk groups; however, Company will provide the same emergency response location for all BTNs of the circuit or trunk group regardless of the number of lines or unique telephone numbers on that trunk.

Other than as set forth for each of the Services above, Company will not provide additional network connections and is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services. Customer will be responsible for providing all necessary 911/E-911 services as required by applicable federal, state and local laws, regulations, rulings, orders, and other actions of governmental agencies (“Rules”), including, but not limited to agreements with, and network or other connection to, the local PSAPs, maintain the necessary databases and updating and transferring the ALI to the appropriate PSAPs.

Company does not provide 911/E-911 service for any of its data services. Company does not provide PS/ALI Service³ at this time, but Company will provide Customer with referrals to other companies who provide PS/ALI or emergency response services.

³ PS/ALI Service (Private Switch/Automatic Location Information) is an enhanced service that allows multi-line telephone system owners to provide the specific address location of each extension or station to the PS/ALI database manager for E-911 service. Station- or location-specific automatic number identification (ANI) generated by a multi-line telephone system can then be passed directly to the E-911 system to identify the precise location of the caller and then passed to the appropriate PSAP for response. At the Customer's request, the PS/ALI administrator can update the appropriate E-911 database.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. ABBREVIATED DIALING CODES (N-1-1), Continued

3.11.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued

- E. After the establishment of service, it is the Public Safety Agency’s responsibility to continue to verify the accuracy of and to advise Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies’ jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.11. ABBREVIATED DIALING CODES (N-1-1), Continued****3.11.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued**

- F. Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Price List, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence as the result of Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. Under the terms of this Price List, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless Company for any infringement of invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other than gross negligence or willful misconduct, of Company, its employees or agents.
- G. The 911 Service is funded through a surcharge on residence and business access lines. The Company will collect and remit 911 surcharges in accordance with state, county and/or local directives.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. ABBREVIATED DIALING CODES (N-1-1), Continued

3.11.7. 711 Service

711 service (“711”) is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE

4.1. GENERAL

- 4.1.1. Long distance interexchange service includes 1+, 800, Operator Services, Directory Assistance, Private Line and Special Access Services. Services will be offered on an IntraLATA and InterLATA basis and will be provided via a combination of leased and owned facilities. Such services may be offered in conjunction with local service or on a stand-alone basis. Customers may access the company network either directly or via facilities of the local exchange carrier.
- 4.1.2. Use of the Company's Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Price List.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.2. APPLICATION OF RATES**

4.2.1. Charges for Service and Billing Increments

Minutes of use (MOU) under each rate plan are calculated by adding the chargeable minutes for each separate message. Unless otherwise stated, MOU are billed in 6-second increments with a 30-second minimum per message. Charges are computed according to one of the company's rate plans. Under each rate plan, charges per minute of use vary depending on the usage level committed to by the Customer and the length of the commitment to use the Company as the Customer's presubscribed long distance carrier. Chargeable minutes are based on the duration of network use.

4.2.2. Account Codes, Verified Account Codes

Account Codes will be provided at Customer's request. Account Codes allow the Customer to utilize a code prior to dialing a long distance call to provide customized billing. Verified Account Codes require the Customer to enter a valid Account Code prior to the call as an authorization mechanism. If an invalid Verified Account Code is entered, the call will not complete.

4.2.3. Individual Case Basis (ICB) Arrangements

In addition to services offered with this Long Distance Interexchange Service section, Company may also offer individually priced services.

4.2.4. Calculation of Distance (where applicable)

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates that are produced by iconectiv in their NPA /NXX V&H Coordinate Tape.

$$\text{Formula: } \frac{(V1 - V2) + (H1 - H2)}{10}$$

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE**

4.3.1. Long Distance Interexchange Service is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area. Customers may also receive calls that originate from other locations worldwide. Also included is travel card service for calling to nationwide locations while traveling. Services are offered on a month-to-month basis, and for terms of 1 year or more.

- A. **Long Distance Interexchange Switched Service** is offered whereby originating calls are routed by the Local Exchange Company (LEC) to Company's network. Call termination is completed through a combination of Company's facilities and LEC facilities.
- B. **Long Distance Interexchange Dedicated Service** is offered whereby calls originate via dedicated facilities between the Customer's premise and Company's point-of-presence (POP). Call termination is completed through a combination of Company facilities and LEC facilities.
- C. **Long Distance Interexchange Switched 8XX (800/888/877) Service** is offered whereby call originate via LEC facilities. Call termination is completed via local exchange lines at the Customer's premise.
- D. **Long Distance Interexchange Dedicated 8XX (800/888/877) Service** is offered whereby calls originate via LEC facilities. Call termination is completed via dedicated facilities between the Customer's premise and Company's point-of-presence (POP).

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE**

4.3.1. Continued

- E. **Toll Free Inbound Service** is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to customer local exchange lines or to dedicated access facilities. With Company Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. Toll free calls originating at a payphone terminal will incur a per call surcharge.

- F. For Long Distance purposes, “On-Net” and “All Calls” are used to define Switched call types where Zayo is also the Customer’s LEC. “Off Net” is used to describe Switched Long Distance service where Zayo is not the Customer’s LEC.

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1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued

4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES

4.4.1. Outbound “1+” Service. Zayo Switched and Dedicated “1+” Maximum Service Rates Per Minute, all times, not including surcharges.

Rate Plan	Intrastate Rate Per Minute
1	\$.110
2	\$.100
3	\$.900
4	\$.085
5	\$.080
6	\$.075
7	\$.070
8	\$.055
9	\$.050

Account Codes and Verified Account Codes (authorization codes) are available with Outbound “1+” Service:

Service	Monthly Recurring Charge	Non-Recurring Installation Charge
Account Codes	\$12.95	\$12.00
Verified Account Codes (1-20 authorization codes)	\$12.95	\$12.00
Verified Account Codes (each additional 15 authorization codes)	\$5.00	\$5.00

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued**

4.4.2. Inbound “Toll Free” Service. Switched and Dedicated “Toll Free” Service Rates Per Minute, all times, not including surcharges:

Rate Plan	Intrastate Rate Per Minute
1	\$.110
2	\$.100
3	\$.900
4	\$.085
5	\$.080
6	\$.075
7	\$.070
8	\$.055
9	\$.050

Service	Intrastate Rate per Minute
Dedicated	\$0.075
On Net (aka “All Calls”)	\$0.075
Off Net	\$0.110

“Toll Free” calls placed from a public payphone will be assessed a charge of \$0.95 in addition to the per minute rate charged above. This surcharge is assessed based on the ANIi (Info. Digits) provided to Zayo. Info. Digits of 07, 27, 29, and 70 in conjunction with a Toll Free call are considered to be public payphone-originated, and will have this surcharge attached.

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Zayo Group, LLC
1821 30th Street, Unit A
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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued****4.4.3. Miscellaneous Inbound "Toll Free" Services, Monthly Recurring Charges**

Service	Monthly Recurring Charge	Non-Recurring Charge (Installation or Change)
Toll Free Service Charge	\$25.00 per number	\$5.00
Directory Listing	\$27.00	\$22.50
Call Blocking, Area Code	\$0.00	\$150.00
Time of Day / Day of Week Routing	\$52.50	\$150.00
Real Time ANI	\$150.00	\$300.00
DNIS Delivery	\$52.50	\$112.50
Overflow to Switched	ICB	\$75.00
Overflow to Dedicated	ICB	\$75.00
Payphone Blocking ⁴	\$20.00	\$25.00
Geographic Routing	\$40.00	\$25.00

4.4.4. (Reserved for Future Use)

⁴ Payphone Blocking is "best efforts" only, and will not block all payphone-originations, nor will it result in a waiver of any payphone surcharges being billed to Customer.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued****4.4.5 ValuePlanPlus Long Distance Packages**

These packaged long distance minutes are available to Customers that purchase Zayo local voice services and apply to all local lines at the Customer's physical location. All lines at the location must be PIC'd to the Company for both intrastate and interstate long distance services.

<u>Package / Minutes Included</u>	<u>Monthly Recurring Flat-Rate Charge</u>	<u>Overage Rate Per Minute</u>
ValuePlanPlus 500	\$15.00	\$0.040
ValuePlanPlus 1000	\$25.00	\$0.040
ValuePlanPlus 2000	\$50.00	\$0.040
ValuePlanPlus 5000	\$100.00	\$0.035
ValuePlanPlus 10000	\$195.00	\$0.035
ValuePlanPlus 20000	\$400.00	\$0.035
ValuePlanPlus 30000	\$600.00	\$0.035
ValuePlanPlus 40000	\$800.00	\$0.035
ValuePlanPlus 50000	\$1,000.00	\$0.035

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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued

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Zayo Group, LLC
1821 30th Street, Unit A
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Zayo Group, LLC
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SECTION 5 – DIRECTORY ASSISTANCE SERVICE

5.1. REGULATIONS

In addition to the rules and regulations set forth in Section 2 of this Price List, the following provisions apply to this Service:

- 5.1.1. Telephone calls by Customers for telephone number listings will be answered and numbers given if the requested number is listed the Directory Assistance records.
- 5.1.2. Requests placed through the operator when normal Directory Assistance service is available may be subject to operator service charges.
- 5.1.3. Use of Directory Assistance Service is subject to the limitations of liability set forth in Section 2.6 of this Price List.

5.2. RATES

The rate set forth below applies for calls to Directory Assistance nationwide, except as provided otherwise. This charge per call includes Call Completion, if requested, to the number requested. Call Completion is available to numbers located in the US, its territories, and Canada.

Local Directory Assistance per Call	\$2.50
National Directory Assistance per Call	\$2.50

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 6 – SPECIAL PROGRAMS
6.1. VPN SOLUTIONS

6.1.1. Description

VPN Solutions provides the Customer with dynamically allocated bandwidth for local and long distance voice calls, Internet access, and private IP VPN connectivity over a T1 connection. Voice calls use VoIP (Voice over Internet Protocol) technology; voice calls are converted from/to VoIP at the Customer's premise. When lines are not in use for voice calls, the entire bandwidth is available for access into the MPLS network. Voice calls are prioritized.

VPN Solutions is available to Customers with multiple locations either intrastate or in multiple states. Extended Loop Fees may apply (see Section 6.1.4.).

6.1.2. VPN Solutions Voice Components and Rates

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
<u>Basic Business Line VPN Two (2) Year Term</u>		
Basic Business Line VPN	\$20.00	\$45.00
<u>Basic Business Line VPN Three (3) Year Term</u>		
Basic Business Line VPN	\$18.00	\$45.00

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.2. VPN Solutions Voice Components and Rates, Continued**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
<u>Novus VPN Two (2) Year Term</u>		
Novus VPN Business Lines (per line)		
1 – 8 lines	\$20.00	\$45.00
9 – 16 lines	\$18.00	\$45.00
Novus VPN Business Lines (per T1)		
Up to 16 lines	\$216.00	\$500.00
Novus VPN Circuit		\$500.00
 <u>Novus VPN Three (3) Year Term</u>		
Novus VPN Business Lines (per line)		
1 – 8 lines	\$18.00	\$45.00
9 – 16 lines	\$15.00	\$45.00
Novus VPN Business Lines (per T1)		
Up to 16 lines	\$180.00	\$500.00
Novus VPN Circuit		\$250.00

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates**

- A. The *Feature Package* and *Feature Package Plus* Feature Packages for VPN Solutions Business Lines*

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
Feature Package, per line	\$3.00	\$15.00
Feature Package Plus, per service location	\$15.50	\$15.00
<u>Third Party Pass Through Charge:</u>		
Remote Access Call Forward		

Feature Package and *Feature Package Plus* include the following optional features:

- 3-Way Calling
- Anonymous Call Rejection
- Call Transfer
- Caller ID Name and Number
- Call Waiting
- Call Waiting ID
- Continuous Redial
- Circular Hunting
- Series Hunting
- Multi-Line Hunting
- Last Call Return
- Selective Call Rejection
- Speed Calling 8
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Remote Access Call Forward
- Caller ID Number

* See Section 3.8.1. for individual feature descriptions.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates, Continued****B. Optional Line Features (Feature availability varies by location.)***

Feature	Monthly Recurring Charge	Non-Recurring Charge (Install)
Distinctive Ring #1	\$7.45	\$5.00
Distinctive Ring #2	\$7.45	\$5.00
Distinctive Ring #3	\$7.45	\$5.00
Speed Calling 30	\$6.00	\$5.00
Caller ID Block Fixed	\$0.00	\$5.00
Message Waiting Audible & Visual	\$0.00	\$0.00
Hotline	\$3.00	\$5.00
Continuous Redial – per use	\$0.00	\$0.95 per use
Last Call Return – per use	\$0.00	\$0.95 per use
Single Number Service – Simultaneous Ring	\$7.50	\$5.00
Single Number Service – Sequential Ring	\$7.50	\$5.00

* See Section 3.8.1. for individual feature descriptions.

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates, Continued****C. Optional Blocking Features (Feature availability varies by location.)***

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Call Blocking - 0+	\$0.00	\$5.00
Call Blocking - 1+	\$0.00	\$5.00
Call Blocking - 1+ - allows 800	\$0.00	\$5.00
Call Blocking - 900/976 Service	\$0.00	\$5.00
Call Blocking - Carrier Code	\$0.00	\$5.00
Call Blocking - DA	\$0.00	\$5.00
Call Blocking - Deny All Toll	\$0.00	\$5.00
Call Blocking - International	\$0.00	\$5.00
Custom Number Selection (per number or per block of DIDs)	\$0.00	\$250.00
Disconnected Number Referral	\$0.00	\$25.00

* See Section 3.8.1. for individual feature descriptions.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates, Continued****D. Directory Listings***

Service	Monthly Recurring Charge	Non-Recurring Charge
Directory Listing White Page	\$0.00	\$0.00
Directory Listing Additional White Page	\$6.00	\$10.00
Directory Information Listing	\$6.00	\$10.00
Directory Listing Cross Reference	\$6.00	\$10.00
Directory Listing Foreign	\$6.00	\$10.00
Directory Listing Non-Published Number	\$3.50	\$15.00
Directory Listing Non-Listed	\$3.50	\$15.00

* See Section 3.9. for Directory Listings descriptions.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.4. Miscellaneous T1 Charges**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Extended Loop Fee	\$75.00	
Non-Standard Configuration	\$450.00	
Sequential DID Station Numbers (per number)	\$0.15	\$0.30
Non-Sequential DID Numbers (per number)	\$0.85	\$0.30
Inbound Caller ID		
Caller ID Number Only	\$0.00	\$0.00
Caller ID Name & Number	\$20.00	\$0.00
Call Redirection	\$25.00	\$250.00

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.2. BROADBAND BUNDLES**

6.2.1. Description

- A. Zayo's Broadband Bundles are groupings of telecommunications services, combined under single, monthly rates. The Bundles include On-Net voice lines, with certain standard calling features, voice mail, long distance, audio conferencing service, Internet bandwidth capable of speeds up to 20 Mbps, email, web- and domain name hosting and 10 GB of online data storage. Additional features and services are available and priced separately.
- B. The standard features available with the Broadband Bundle voice lines include 3-Way Calling, Call Transfer, Caller ID Name and Number, Call Waiting, Continuous Redial, Call Forward Busy, Selective Call Rejection, and Remote Access Call Forwarding. Standard features are described in Section 3.8. of this tariff.
- C. Customers subscribing to a Broadband Bundle will have the same Directory Listing options as described in Section 3.9., and access to Directory Assistance.
- D. Broadband Bundles are restricted to customers within the area served by the Company's switch and certain associated wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.
- E. Unlimited Nationwide Outbound Calling: includes outbound, long distance calls to any of the lower 48 contiguous states only. Usage is limited to, and must be consistent with, average and typical business usage levels. Use of auto dialing, internet access, foreign exchange services, call centers, broadcast faxing, or similar operations are prohibited and additional charges and penalties may apply. Zayo may also elect, in its sole discretion, to terminate Customer's Services for violation of the foregoing or move Customer to an alternate service plan.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.2. BROADBAND BUNDLES, Continued**

6.2.2. Broadband Bundles Rates

	Monthly Recurring Charge	Non-Recurring Charge (Install)
12-Month Service		
Broadband Bundle with 1 Business Line	\$169.00	\$99.00
Broadband Bundle with 2 Business Lines	\$199.00	\$99.00
Broadband Bundle with 3 Business Lines	\$229.00	\$99.00
Broadband Bundle with 4 Business Lines	\$259.00	\$99.00
Broadband Bundle with 5 Business Lines	\$289.00	\$99.00
Broadband Bundle with 6 Business Lines	\$319.00	\$99.00
36-Month Service		
Broadband Bundle with 1 Business Line	\$159.00	\$99.00
Broadband Bundle with 2 Business Lines	\$189.00	\$99.00
Broadband Bundle with 3 Business Lines	\$219.00	\$99.00
Broadband Bundle with 4 Business Lines	\$249.00	\$99.00
Broadband Bundle with 5 Business Lines	\$279.00	\$99.00
Broadband Bundle with 6 Business Lines	\$309.00	\$99.00

Broadband Bundle includes:

- 1 to 6 On-net Business Lines
- Calling Feature Package with up to 16 calling features (per line)
- Unlimited Nationwide Outbound Long Distance (per line)
- Internet Service (up to 20 Mbps download/up to 2 Mbps upload)
- Premium Voice Mail (per line)
- 60 Minutes of Audio Conferencing Service (per account)
- ISP Package with 100 email boxes, web hosting, domain name hosting (per account)
- 10 GB Online Data Storage (per account)

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SECTION 6 – SPECIAL PROGRAMS, Continued

6.3. BUSINESS ESSENTIALS

6.3.1. Description

- A. Where capacity permits Zayo offers Business Essential bundles, groupings of telecommunications services combined under single, monthly rates. Business Essential bundles include business lines (2-10), calling feature package, unlimited nationwide long distance, Internet access service, voice mail, web and domain name (single) hosting and 10 GB of online data storage.
- B. Business Essentials bundles are restricted to customers within the area served by the Company's switch and certain associated wire centers served by the Company's collocated facilities.
- C. Business Essentials bundles are limited to one bundle per location.
- D. Business Essentials Lite includes one standard email box per line; Business Essentials Pro includes Collaboration & Messaging Pro email.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.3. BUSINESS ESSENTIALS, Continued**

6.3.2. Business Essentials, Continued

A. Rates

	Essentials Lite Monthly Recurring Charge	Essentials Pro Monthly Recurring Charge	Non-Recurring Charge (Install)
12-Month Service			
2 Lines	\$130.00	\$147.00	\$99.00
3 Lines	\$155.00	\$180.50	\$99.00
4 Lines	\$185.00	\$219.00	\$99.00
5 Lines	\$215.00	\$257.50	\$99.00
6 Lines	\$245.00	\$296.00	\$99.00
7 Lines	\$275.00	\$334.50	\$99.00
8 Lines	\$305.00	\$373.00	\$99.00
9 Lines	\$335.00	\$411.50	\$99.00
10 Lines	\$365.00	\$450.00	\$99.00
24-Month Service			
2 Lines	\$120.00	\$137.00	\$99.00
3 Lines	\$145.00	\$170.50	\$99.00
4 Lines	\$175.00	\$209.00	\$99.00
5 Lines	\$205.00	\$247.50	\$99.00
6 Lines	\$235.00	\$286.00	\$99.00
7 Lines	\$265.00	\$324.50	\$99.00
8 Lines	\$295.00	\$363.00	\$99.00
9 Lines	\$325.00	\$401.50	\$99.00
10 Lines	\$355.00	\$440.00	\$99.00
36-Month Service			
2 Lines	\$99.00	\$116.00	\$99.00
3 Lines	\$125.00	\$150.50	\$99.00
4 Lines	\$160.00	\$194.00	\$99.00
5 Lines	\$185.00	\$227.50	\$99.00
6 Lines	\$215.00	\$266.00	\$99.00
7 Lines	\$250.00	\$309.50	\$99.00
8 Lines	\$280.00	\$348.00	\$99.00
9 Lines	\$310.00	\$386.50	\$99.00
10 Lines	\$340.00	\$425.00	\$99.00

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.4 LD VOICE PACKAGES**

Package Type	LD and Feature Package 2000	LD and Feature Package 5000	LD and Feature Package 10,000
Monthly Recurring Charge	\$19.95	\$49.95	\$89.95
Long Distance Minutes Included	2,000	5,000	10,000
Features Available	Choose from 13 features, see Section 3.7. Custom Calling Features. Packages include one Premium Voicemail Box		
DIDs Included	Up to 50	Up to 100	Up to 200
Overage Charges	See overage rates in Section 4.4.5. ValuePlanPlus Long Distance Packages		

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SECTION 7 – GRANDFATHERED SERVICES

7.1. ValueSelect Optional Feature Packages for Basic Business Line and Novus and Integrated T1 Services

Feature Package Name	Monthly Recurring Rate	Non-Recurring Installation Charge
ValueSelect, per line	\$4.95	\$15.00
ValueSelect Custom Plus, per account, per service location	\$14.50	\$15.00
<u>Third Party Pass Through Charge:</u>		
Remote Access Call Forward		

A. ValueSelect Feature Package Includes:

Call Forward Busy	3 Way Calling
Call Forward No Answer	Selective Call Rejection
Call Forwarding Variable	Call Transfer
Call Waiting	Hunting
Call Waiting ID	Speed Calling 8
Anonymous Call Rejection	Caller ID Name & Number
Caller ID Number	

B. ValueSelect Custom Plus Package Includes:

Call Forward Busy	Call Transfer
Call Forward No Answer	Hunting
Call Forwarding Variable	Speed Calling 8
Call Waiting	Caller ID Number
Call Waiting ID	Caller ID Name & Number
Selective Call Rejection	Last Call Return
Anonymous Call Rejection	Distinctive Ring (First Number)
Continuous Redial	Remote Access Call Forwarding
3 Way Calling	

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Attachment B

Zayo Group Utah Price List No. 3

Access Services

Zayo Group, LLC

Schedule of

GENERAL REGULATIONS FOR EXCHANGE SERVICES

Applying to the Intrastate Regulated Services and Facilities of this Company in the State of Utah

THIS TARIFF REPLACES AND SUPERSEDES
ELECTRIC LIGHTWAVE, LLC DBA ALLSTREAM
UTAH PRICE LIST

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Zayo Group, LLC
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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the State of Utah by Zayo Group, LLC (hereinafter “The Company”).

The Company has been authorized by the Public Service Commission of Utah to provide competitive local exchange and interexchange services as a facilities-based carrier and reseller. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Public Service Commission of Utah.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used in this price list for the purpose indicated below:

- C To signify changed listing, rule, or condition which may affect rates or charges
- D To signify discontinued material, including listing, rate, rule or condition
- I To signify increase
- L To signify material relocated from or to another part of the price list
schedules with no change in text, rate, rule or condition
- N To signify new material including listing, rate, rule or condition
- R To signify reduction
- S To signify reissued matter
- T To signify a change in wording of text but not a change in rate, rule or
condition.

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SERVICE AREA

This price list sets forth service offerings, rates, terms and conditions applicable to the furnishing of the Company's end user intrastate telecommunications services to Customers within the State of Utah.

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CUSTOMER CONTACT

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

Zayo Group, LLC
1821 30th Street, Unit A
Boulder CO 80301
Customer Service: Toll Free 1-888-444-1976
Maintenance:: Toll Free 1-800-662-4354

COMMISSION CONTACT

For complaints, inquiries and matters concerning rates, terms or conditions of this price list.

Zayo Group, LLC
Legal Department
1401 Wynkoop Street, Unit 500
Denver, CO 80202

1.0 DEFINITIONS

The following definitions are used throughout this price list.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Advance Payment: A payment required before the start of service. It may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first months recurring charges.

Agent: A business representative authorized by the Company, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

1.0 DEFINITIONS - (cont.)

Basic Rate Area: A specific area, within which the schedule rates for local exchange service apply without exchange line mileage or without special rates in lieu of mileage.

Bit: The smallest unit of information in the binary system of notation.

1.0 DEFINITIONS - (cont.)

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of traffic is equal to 36 CCS.

Call Blocking: Provides a user the ability to have their number not delivered to the called station.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or Zayo Group, LLC: The issuer of this price list.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

1.0 DEFINITIONS - (cont.)

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

1.0 DEFINITIONS - (cont.)

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Nonlisted Service: Means a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-Published Service: Means a Customer is not listed in the published directory nor in the directory assistance database.

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

1.0 DEFINITIONS - (cont.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for 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 price list, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA may be placed by dialing "10 + NXX" or "101XXXX"/"10XXX" plus 1 + 10-digit number.

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1.0 DEFINITIONS- (cont.)

User or End User: A Customer or any other person authorized by a Customer to use service provided under this price list.

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2.0 REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Utah.

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

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

2.0 REGULATIONS - (cont.)

2.1 Undertaking of the Company: - (cont.)

2.1.1 Scope - (cont.)

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariff or price list of such other communications carriers.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.0 REGULATIONS - (cont.)

2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

2.0 REGULATIONS - (cont.)2.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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 outage resulting from cable damage, notification to the Customer may not be possible.

2.0 REGULATIONS - (cont.)2.5 Provision of Equipment and Facilities

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 price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.0 REGULATIONS - (cont.)

2.6 Terms and Conditions

Service is provided on the basis of a minimum term of at least one month, 24-hours per day. For purposes of this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

This price list shall be interpreted and governed by the laws of the State of Utah.

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2.0 REGULATIONS - (cont.)

2.7 Non-routine Installation and Special Construction

2.7.1 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.0 REGULATIONS - (cont.)2.7 Non-routine Installation and Special Construction - (cont.)2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service
- (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 utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of Zayo consistent with budgetary responsibilities and consideration for the impact on Zayo's other Customers and contractual responsibilities.

2.0 REGULATIONS - (cont.)2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.9 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.0 REGULATIONS - (cont.)

2.10 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.0 REGULATIONS - (cont.)2.11 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this price list on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, 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 the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any delay or failure of performance of 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 government, including state and local 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, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

2.0 REGULATIONS - (cont.)2.11 Liability of the Company - (cont.)

With respect to any service or facility 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, for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- (b) any damages or losses due to the fault or negligence of the Customer or due to the failure of malfunction of Customer- provided equipment or facilities.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this price list or any agreement between the Customer and the Company.

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2.0 REGULATIONS - (cont.)2.11 Liability of the Company - (cont.)

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

In the event parties other than Customer, including but not limited to joint users and the Customer's Customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

2.0 REGULATIONS - (cont.)

2.12 Indemnification

With respect to any service or facility 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; for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (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 the Company's services and facilities in a manner not contemplated by this price list or any agreement between the Customer and the Company.

2.0 REGULATIONS - (cont.)2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this price list, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates.

2.0 REGULATIONS - (cont.)

2.13 Allowance for Interruptions of Service - (cont.)

2.13.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user or joint user.
- (b) 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;
- (c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (d) interruptions of service during a 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; and
- (e) interruption of service due to circumstances or causes beyond the control of Company.

2.0 REGULATIONS - (cont.)2.14 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

2.0 REGULATIONS - (cont.)2.14 Obligations of the Customer - (cont.)

- (d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services pursuant to this price list are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.0 REGULATIONS - (cont.)

2.15 Use of Service

2.15.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.0 REGULATIONS - (cont.)

2.15 Use of Service - (cont.)

2.15.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.0 REGULATIONS - (cont.)2.16 Customer Equipment and Channels2.16.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice- grade telephonic communication except as specifically stated in this price list.

2.16.2 Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- b) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User- provided wiring shall be installed and maintained in compliance with those regulations.

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2.0 REGULATIONS - (cont.)

2.16 Customer Equipment and Channels - (cont.)

2.16.3 Inspections

- (a) 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 herein 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.

- (b) 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. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. 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.

2.0 REGULATIONS - (cont.)2.17 Payments

Obligations of the Customer with regard to payments shall include:

- (a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges pursuant to section 2.17.1 of this price list.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

- (b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

2.0 REGULATIONS - (cont.)2.17 Payments - (cont.)

- (c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- (d) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.
- (e) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty four (24) months prior to the issuance of the notification to the Customer.

2.17.1 Late Payment Charge

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current months bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

2.0 REGULATIONS - (cont.)2.17 Payments - (cont.)2.17.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such written notice is not received by the Company within thirty (30) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

- (a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Utah in accordance with the Commission's rules of procedure.
- (b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

2.17.3 Moves, Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

2.0 REGULATIONS - (cont.)2.18 Deposits

- (a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. The deposit shall not exceed two-twelfths (2/12) of estimated annual billings. At any time, at its option, or after twelve (12) months of service if the Customer has not been delinquent in the payment of the Company bills, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.
- (b) Interest on deposits held shall be accrued at the rate applicable to the Company's escrow account in which such deposits are held.
- (c) Upon termination of service, the Company shall return to the Customer the amount then on deposit plus accrued interest, less any amounts due to the Company due to the Company by the Customer for service rendered on the telephone account for which the deposit was collected.
- (d) Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment. The credit will be applied against service in the 13th and, if appropriate, subsequent months once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the subscriber no longer.

2.0 REGULATIONS - (cont.)

2.19 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

- (a) The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the utility for payment.
- (b) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.
- (c) Refusal by the applicant to provide the utility with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
- (d) The Customer is known to be in violation of the utility's price lists filed with the Commission.
- (e) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the utility as a condition for providing service.
- (f) The Applicant falsifies his/her identity for the purpose of obtaining service.

2.0 REGULATIONS - (cont.)

2.20 Discontinuance of Service

2.20.1 With Written Notice to the Customer

The Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

- (a) for nonpayment of any amounts owing to the Company; (b) the premises have been vacated by the Customer;
- (c) for tampering with the Company's property;
- (d) for violation of rules, service agreements, or filed price lists; (e) for

use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.0 REGULATIONS - (cont.)

2.20 Discontinuance of Service - (cont.)

2.20.1 With Written Notice to the Customer - (cont.)

- (f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service; or
- (g) for fraudulent obtaining or use of service, including, but not limited to:
 - (1) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
 - (2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;

2.0 REGULATIONS - (cont.)

2.20 Discontinuance of Service - (cont.)

2.20.1 With Written Notice to the Customer - (cont.)

- (3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (4) any other fraudulent means or device.

Whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, as described in 2.21.2 of this price list; provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.0 REGULATIONS - (cont.)

2.20 Discontinuance of Service - (cont.)

2.20.2 Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

- (a) **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- (b) **Ordered to Terminate Service.** The Company is ordered to terminate service by any court, the Public Service Commission of Utah, or any other duly authorized public authority.
- (c) **Services Obtained Illegally.** The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
- (d) **Customer Unable to be Contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer

2.0 REGULATIONS - (cont.)

2.20 Discontinuance of Service - (cont.)

2.20.2 Without Written Notice to the Customer - (cont.)

- (e) Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company and has an outstanding bill exceeding one hundred dollars (\$100).

2.20.3 Upon Customer Request

The Company will, upon Customer request, discontinue or suspend services due to the Customer's:

- (a) insolvency;
- (b) assignment for the benefit of creditors;
- (c) filing for bankruptcy or reorganization; or
- (d) failure to discharge an involuntary petition in bankruptcy within the time permitted by law.

2.0 REGULATIONS - (cont.)2.21 Cancellation by Customer

Customer may cancel local service by providing written or oral notice to Company at least three (3) days in advance of the day on which Service is to be disconnected, unless the terms of any Customer executed agreement dictate otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.

2.21.1 The Company will disconnect local service within one working day of the Customer's requested disconnect date. The local Service Customer is not liable for Service rendered to or at the account address or location after 11:59 p.m. of the requested disconnect date.

2.21.2 If Customer terminates a Services Agreement or all or any part of the Services thereunder to the end of the Services Term, Zayo may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

Customer will not be liable for the early termination fees set forth above if Zayo breaches the Services Agreement or if Customer acknowledges that Zayo's Services of equal or greater MRC than the Services. Customer acknowledges that Zayo's damages for early termination would be difficult to determine and the termination charges(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Zayo.

2.0 REGULATIONS - (cont.)2.22 Termination of Service

- (a) After the expiration of the initial contract period and if no new contract period is agreed upon, in writing, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.
- (b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.
- (c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.
- (d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

2.0 REGULATIONS - (cont.)

2.23 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.0 REGULATIONS - (cont.)2.24 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this price list. The Company reserves the right to impose additional advance payment and/or deposit requirements on such Customers prior to restoral of service, and to refuse to restore service until all amounts due have been paid.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.25 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this price list without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

2.0 REGULATIONS - (cont.)2.26 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.27 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.28 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months.

3.0 RESALE TELECOMMUNICATIONS SERVICES

3.1 Application to Resale Local Exchange Services

This section contains the regulations and rates applicable to the provision of Resale Local Exchange Services by Zayo Group, LLC. The Company will offer Resale Local Exchange Services in the Qwest Corporation d/b/a CenturyLink QC serving area.

3.2 General

Resale Local Exchange Services provide the Customer with connection to the public switched telecommunications network. In addition, Resale Local Exchange Service provide the Customer with a unique telephone number address on the public switched telecommunications network. Each Resale Local Exchange Service enables users to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this price list; (c) access certain interstate and international calling services provided by the Company;
- (d) access the Company's operators and business office for service related assistance;
- (e) access emergency services by dialing 0- or 9-1-1; and
- (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State tariffs or price lists, or which maintain other types of traffic exchange arrangements with the Company, or which accept 10XXX, 800 or other casual traffic originated through the Company's Resale Local Exchange Services.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.3 Termination of Service

The Customer will be billed a Termination Charge if service is discontinued by the Customer under the provisions of the regulations specified in this price list.

3.4 Service Descriptions

Resale Local Exchange Services are categorized as Simple Business Service, Basic Business Service and Digital Trunk Service. Resale Local Exchange Service is provided to Customers who order a minimum of eight lines.

3.4.1 Simple Business Service

The Simple Business line provides the Customer a single, voice grade channel which can be used to place or receive one call at a time. The Simple Business line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.

3.4.2 Basic Business Line

The Basic Business line provides the Customer the same functionality as Simple Business line service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will overflow to other of the Customer's lines which are not busy.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions- (cont.)

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Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features

3.4.3.1 Call Blocking

Allows a Customer to control the disclosure of his/her name and or telephone number to a subscriber of Caller Identification by dialing a code before each call to change the indicator from public to private.

3.4.3.2 Call Forwarding Variable

Allows the Customer to forward incoming calls to another number by dialing a code, plus the number to receive the call. Call Forward - Variable will work on one trunk at a time when used with PBX trunks. This feature also removes that trunk from rotary hunting during use.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.3 Call Forward - Busy

Allows incoming calls to a busy station to be routed to a preselected station line within the same system or outside the system. Internal calls can be arranged to be forwarded to a number different than external calls.

3.4.3.4 Call Forwarding Don't Answer

Allows incoming calls to be automatically routed to a preselected station line in the same system or outside the system, when the called station is not answered after a preset number of rings. Internal calls can be arranged to be forwarded to a number different from DID calls.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.5 Call Rejection

Enables the Customer to reject calls, from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the Customer will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the most recent call received by dialing a code after completing the call.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.6 Call Transfer

Allows the Customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

3.4.3.7 Call Waiting

When a Customer is talking on the telephone, a short tone signals that a call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered. The Customer can alternate between calls by flashing the switchhook.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.8 Caller Identification - Name and Number

Allows for the automatic delivery of a calling party's name and telephone number (including non-published and non-listed telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on Customer provided equipment.

3.4.3.9 Caller Identification - Number

Allows for the automatic delivery of a calling party's telephone number (including non-published and non-listed telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on Customer provided equipment.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.10 Continuous Redial

Allows Customer to dial a code that will cause the feature to automatically redial the last number the Customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.11 Directed Call Pick-up

Allows a Customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

3.4.3.12 Directed Call Pick-up with Barge In

Allows the Customer to answer a call directed to another line which has been answered or is ringing by a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.13 Distinctive Call Alert

Allows a Customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line will receive a Call Waiting tone.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.4 Service Descriptions - (cont.)3.4.3 Optional Features - (cont.)3.4.3.14 Hot Line

Allows a customer, without dialing, to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

3.4.3.15 Hunting

Basic Hunting - Available to Customers with two or more individual line services, so that incoming calls to a busy line will overflow to other of the Customer's lines not busy. The following types of hunting are available; basic hunting, circular, and preferential.

Circular Hunt - an option of Hunting Service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached.

Preferential Hunt - an option of Hunting Service that enables incoming calls to a specific number within the hunt group to hunt over a unique hunting sequence of lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number in the hunt group.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.4 Service Descriptions - (cont.)3.4.3 Optional Features - (cont.)3.4.3.16 Last Call Return

Allows the Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The Customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the Customer when the called line is available. This service is available on a usage subscription basis.

Last Call Return Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary telephones). The code to deactivate is *87 (1187 on rotary telephones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business Customers where technically feasible; and to monthly (subscription) Customers only.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.17 Priority Call

Allows a Customer to assign a maximum of 15 callers' telephone numbers to a special list. The Customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.3 Optional Features - (cont.)

3.4.3.18 Speed Calling - 8 and 30

Allows the Customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Calling is available with an 8 or 30 telephone capacity. Speed Calling will be provided to PBX Customers only on the basis that all trunks must be equipped with speed calling and have a common numbering plan.

3.4.3.19 Three-Way Calling

Allows the Customer to add a third Customer on an established local or long distance connection without operator assistance. The third Customer may be called by the Customer initiating the Three- Way Calling on either a local or long distance basis.

3.0 RESALE TELECOMMUNICATIONS SERVICES- (cont.)

3.4 Service Descriptions- (cont.)

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.4 Centrex Service

Centrex Service is a flat rated central office based business service with capabilities and features provisioned by the use of a common block of numbers. All lines within the common block have access to a predetermined group of system features.

Customers must subscribe to a minimum of twenty one (21) lines.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.5 PBX Trunks

PBX trunks provide the Customer with a voice analog or digital voice grade circuit to connect the Customer's PBX or trunk-capable key systems to the Company's switch for access to the public switched network. PBX trunks can be arranged in the following configuration:

Two-way - Calls can be routed either in or out.

In-only - Calls can only come in, no out bound calls can come in. Out-

only - Only out bound calls can be placed, no in bound calls can come in.

Trunks can also be configured with Direct Inward Dialing (DID) capacity. DID services is a trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.4 Service Descriptions - (cont.)3.4.6 Digital Trunk Service

Digital Trunk Service provides digital exchange service to the End User. Digital Trunks include digital switched facilities, common equipment, local exchange switching, and flat usage trunks for access to the public switched and toll networks. Digital Trunk Service is available as "Advanced Trunk Service" or "Basic Trunk Service", or as a combination of Advanced and Basic Service.

- (a) Advanced Trunk Service is DID capable.
- (b) Basic Trunk Service is non-DID.

Each digital trunk facility utilizes twenty-four channels and can be configured as "in-only," "out-only," or "two-way."

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.4 Service Descriptions - (cont.)3.4.7 Direct Inward Dialing (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided Trunk Service. DID Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Trunk Service.

One DID Additive charge applies for each DID-equipped trunk or DID-equipped channel or channel group.

A Block Compromise Charge will apply for each number a Customer wishes to remove from a reserved DID block of numbers.

3.4.8 Direct Outward Dialing (DOD) Service

DOD Service is an optional feature which can be purchased allowing the Customer to access and dial outside numbers directly without the intervention of the company operator.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.4 Service Descriptions - (cont.)

3.4.9 Uniform Access Solution (UAS)

Uniform Access Solution provides an arrangement that allows channels to function with one number per channel group. UAS includes a DS-1 facility with common equipment and a network connection which provides switching for local exchange and toll network access. Each DS-1 facility utilizes 1 through 24 channels configured with trunk-side termination and one number functionality.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.4 Service Descriptions - (cont.)3.4.10 ISDN - Primary Rate Interface (ISDN-PRI)

The basic PRI service structure consists of 23 B-channels and one D- channel, or 24 B channels, for a total transmission rate of 1.544 Mbit/s, which is equivalent to a T1 facility. Each 64 Kbit/s B-channel carries user information such as voice calls, circuit-switched data, or video. The D- channel is a 64 Kbits/s channel that is used to carry the control or signaling information.

3.4.10.1 ISDN-PRI Configuration Options

- a) 23 B + D: This service configuration provides for 23 B- channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling information. When equipped, the D-channel can control a maximum of 459 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities.
- b) 24 B: This service configuration provides for 24 B- channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by the D-channel on the first T1 facility.
- c) 23 B + Back-up D: This service configuration provides for 23 B-channels and a back-up D-channel. The back-up D- Channel is used if the primary D-channel, which provides signaling for multiple T1 facilities, fails. All active calls are maintained during the switch-over to the back-up D- channel.

3.0 RESALE TELECOMMUNICATIONS SERVICES (cont.)3.4 Service Descriptions (cont.)3.4.10 ISDN - Primary Rate Interface (ISDN-PRI) (cont.)3.4.10.2 Standard Features for ISDN- PRIa) Calling Number Identification (CNI)

Displays the call identification information and the calling party's directory number (including nonpublished and nonlisted directory numbers) prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number.

b) CNI Blocking - All Calls

This feature allows all outgoing calls to have the associated call identification information blocked.

c) Circuit Switched Data

This feature allows the transmission of circuit-switched data on a voice circuit.

d) Direct Inward Dialing (DID) Service

This feature allows users to place or receive calls by passing the attendant.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.5 Miscellaneous Charges

3.5.1 Reserved Number Service

Reserved Number Service allows the Customer to reserve a number, or a block of numbers, for future use. A reserved block of numbers can only be assigned to a single Customer for use within a single rate center unless numbers are removed from the block subject to a Block Compromise Charge.

3.5.2 Directory Assistance

Allow the Customer to request assistance in determining the listed telephone number of a specified person.

3.5.3 Directory Call Completion

Provides assistance in determining the listed telephone number of a specified person at the Customer's request and then connects the Customer's call to that telephone number.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.5 Miscellaneous Charges - (cont.)

3.5.4 Trunk Change Charge

If the Customer requests a change in number, configuration or type of trunks or Trunk Service, a Trunk Change Charge may apply.

3.5.5 Migration Fee

In addition to the rates and charges described in this price list, the Customer is responsible for payment of a transfer charge when transferring any existing account or line from their current Local Exchange Carrier to the Company.

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)3.5 Miscellaneous Charges - (cont.)3.5.6 E-911, TRS, Universal Service

In addition to the rates and charges described in this price list, the Customer is responsible for payment of any taxes, charges or surcharges ordered by the Public Service Commission of Utah, the Utah State Legislature, or local and county governments. These surcharges may include, but are not limited to Enhanced 911, Telecommunications Relay Service (TRS), and Universal Service.

3.5.7 Subscriber Line Charge

In addition to the rates described in this price list, the Customer will be responsible for payment of the Subscriber Line Charge which is assessed by the Company by the Local Exchange Carrier for each resold local exchange line.

3.5.8 Directory Listings

Customer directory listings will be provided by the Company to the incumbent local exchange company for publication. One directory listing will be furnished at no charge in accordance with the terms and conditions set out by the incumbent local exchange company. Charges for additional listings may apply.

3.0 RESALE TELECOMMUNICATIONS SERVICES (cont.)3.6 Initial Rates and Charges3.6.1 Business Service Rates and ChargesMonthly Rates

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Simple Business	\$50.00	\$18.40	\$18.20	\$18.00	\$17.80	\$17.50
Basic Business	\$64.00	\$22.20	\$22.00	\$21.75	\$21.50	\$21.00

Optional Business Features

Call Blocking		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
Call Forwarding - Variable		\$11.00	\$3.50	\$3.50	\$3.50	\$3.50
Call Forwarding - Busy		\$11.00	\$3.50	\$3.50	\$3.50	\$3.50
Call Forwarding - Don't Answer		\$11.00	\$1.80	\$1.80	\$1.80	\$1.80
Call Rejection		\$11.00	\$4.00	\$4.00	\$4.00	\$4.00
Call Transfer		\$11.00	\$5.50	\$5.50	\$5.50	\$5.50
Call Waiting		\$11.00	\$6.50	\$6.50	\$6.50	\$6.50
Caller Identification - Number		\$11.00	\$6.75	\$6.75	\$6.75	\$6.75
Caller Identification Name & Number		\$11.00	\$7.00	\$7.00	\$7.00	\$7.00
Continuous Redial		\$11.00	\$3.10	\$3.10	\$3.10	\$3.10
Directed Call Pick-up		\$11.00	\$0.90	\$0.90	\$0.90	\$0.90
Directed Call Pick-up w/Barge		\$11.00	\$0.90	\$0.90	\$0.90	\$0.90
Distinctive Call Alert		\$11.00	\$0.90	\$0.90	\$0.90	\$0.90
Hot Line		\$11.00	\$1.80	\$1.80	\$1.80	\$1.80
Last Call Return		\$11.00	\$2.70	\$2.70	\$2.70	\$2.70
Priority Call		\$11.00	\$3.10	\$3.10	\$3.10	\$3.10
Speed Call - 8		\$11.00	\$3.50	\$3.50	\$3.50	\$3.50
Speed Call - 30		\$11.00	\$4.50	\$4.50	\$4.50	\$4.50
Three-way Calling		\$11.00	\$4.50	\$4.50	\$4.50	\$4.50
Hunting (per line)		\$14.00	\$3.50	\$3.50	\$3.50	\$3.50

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1821 30th Street, Unit A
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3.0 RESALE TELECOMMUNICATIONS SERVICES (cont.)

3.6 Initial Rates and Charges

3.6.2 Centrex Service Rates and Charges

	<u>Installation</u> <u>Charge</u>	<u>3 Year</u> <u>Term</u>	<u>Installation</u> <u>Charge</u>	<u>5 Year</u> <u>Term</u>
Per Line	\$70.00	\$30.00	\$70.30	\$28.00
System Set Up	\$125.00	\$40.00	\$125.00	\$40.00

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.3 PBX Trunk Service Rates and Charges - Analog

	<u>Monthly Rates</u>					
	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Two Way	\$85.00	\$76.00	\$75.00	\$74.00	\$73.00	\$72.00
One Way Incoming to CPE	\$85.00	\$76.00	\$75.00	\$74.00	\$73.00	\$72.00

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.4 Digital Trunk Services

	<u>Monthly Rates</u>					
	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
<u>Basic Trunks</u>						
In-Only w/Hunting	\$54.00	\$7.80	\$7.75	\$7.65	\$7.55	\$7.40
Out-Only	\$54.00	\$12.75	\$12.60	\$12.45	\$12.30	\$12.00
Two-Way w/Hunting	\$54.00	\$10.85	\$10.70	\$10.60	\$10.45	\$10.25
Basic/Combo	\$1000.00	\$290.00	\$290.00	\$290.00	\$290.00	\$285.00
<u>Advanced Trunks</u>						
In-Only DID	\$89.00	\$50.00	\$49.00	\$48.00	\$48.00	\$47.00
Out-Only	\$54.00	\$16.50	\$16.35	\$16.00	\$16.00	\$15.75
Two-Way DID w/Ans Sup.	\$89.00	\$52.60	\$52.00	\$51.50	\$51.00	\$50.00
Advanced Transport	\$1000.00	\$138.00	\$138.00	\$138.00	\$130.00	\$138.00

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.5 Direct Inward Dial (DID) Service Rates and Charges

	<u>Monthly Rates</u>					
	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
DID Number -	\$1.00	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
DID Blocks of 20	\$20.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.15
Reserved DID	\$1.00	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Reserved DID		\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Numbers	\$20.00					
- Blocks of 20	\$18.00	\$3.00	\$3.00			
			<u>Non-Recurring Charge</u>			
Block Compromise Charge			\$450.00			

3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.6 Uniform Access Solutions (UAS)

	Installation Charge	Monthly Rates				
		Monthly Rate	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Trunk & Transport	\$3225.00	\$1568.00	\$1550.00	\$1535.00	\$1518.00	\$1500.00

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.7 ISDN-PRI Service

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Voice & Data 23B+D	\$4072.00	\$1732.00	\$1715.00	\$1695.00	\$1678.00	\$1660.00
Data Only PRI 23B+D	\$3290.00	\$1076.00	\$1065.00	\$1055.00	\$1042.00	\$1042.00
Data Only PRI 24B	\$3365.00	\$1100.00	\$1088.00	\$1077.00	\$1065.00	\$1042.00

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3.0 RESALE TELECOMMUNICATIONS SERVICES - (cont.)

3.6 Initial Rates and Charges - (cont.)

3.6.8 Other Rates and Charges

Trunk Change Charge	\$44.00
Line Change Charge	\$32.00
<u>Rate Per Call</u>	
Directory Assistance	\$0.35
<u>Rate Per Customer</u>	
Migration Fee	\$25.00
	<u>Rate Per Line</u>
Moves, Adds and Changes	\$56.00

3.6.9 Directory Listings

	Installation Charge	Monthly Rate
Additional Listings	\$10.00	\$2.10
Non-Published Service	\$18.00	\$1.95
Listing Change	\$10.00	N/A

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4.0 LOCAL EXCHANGE SERVICES

4.1 Application to Local Exchange Services

This section contains the regulations and rates applicable to the provision of Local Exchange Services by Zayo Group, LLC.

4.2 General

Local Exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this price list;
- (c) access certain interstate and international calling services provided by the Company;
- (d) access the Company's operators and business offices for service related assistance;
- (e) access emergency services by dialing 0- or 9-1-1; and
- (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State tariffs or price lists, or which maintain other types of traffic exchange arrangements with the Company.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions

Local Exchange Services are categorized as Simple Business Service, Basic Business Service, Enhanced Business, and Digital Trunk Service. Local Exchange Service is provided to Customers who order a minimum of eight lines.

4.3.1 Simple Business Service

The Simple Business line provides the Customer a single, voice grade channel which can be used to place or receive one call at a time. The Simple Business line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.

4.3.2 Basic Business Line

The Basic Business line provides the Customer the same functionality as Simple Business line service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will overflow to other of the Customer's lines which are not busy.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.3 Enhanced Business Service

Enhanced Business Service provides the customer with the capability of abbreviated dialing within their business, together with a set of custom calling features at no extra charge as well as access to a long distance network.

4.3.4 PBX Line

A PBX Line is an analog line service used to connect a Customer with a PBX to the Public Switched Network. Ground start or loop start signaling is available to PBX systems. The Central office switch does not send the PBX system any digits, all calls must be directed to an attendant console and then re-directed to a station line. PBX Lines can be assigned optional features.

4.3.5 Hybrid Line

The Hybrid Line provides the customer the ability to terminate 24 lines at their premise at a T-1 level rather than channelized.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.6 Basic Trunk Service

Basic Trunk Service provides a Customer with a single voice grade channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of a Customer-provided private branch exchange (PBX) to the public switched network. Basic Trunks may be equipped with Direct Inward Dial (DID) Capability and DID number blocks for an additional charge.

4.3.7 Digital Trunk Service

Value Trunk and Business Trunk Services provide a Customer with a digital connection operating at 1.544 Mbps which is time-multiplexed into 24 individual voice grade channels. Value Trunk and Business Trunk Services are provided for connection with a compatible Customer-provided PBX to the public switched telecommunications network. Each Value Trunk and Business Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Value Trunk Service is limited to one trunk group. Business Trunk Service accommodates multiple trunk groups.

Individual channels carried over Value Trunks and Business Trunks may be equipped with DID capability and DID number blocks for an additional charge.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.8 Optional Features4.3.8.1 Optional Business Features

a) Speed Call 8 and 30

Allows the Customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the entire telephone number. Speed Calling is available with an 8 or 30 telephone number capacity. In order for Speed Calling to be provided to Customers, all trunks must be equipped with speed calling and have a common numbering plan.

b) Calling Number Deliver:

Displays the call identification information and the calling party's directory number (including nonpublished and non-listed directory numbers) prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number.

c) Calling Name & Number Deliver•

Displays the call identification information and the calling party's directory number and name listing prior to the call being answered. This service requires a special display device. This service is provided only where technologically available.

d) Call Waiting

With this feature, an incoming call encountering a busy signal will receive audible ring, while the called party will receive a call waiting tone. The called party can place the existing caller on hold and then acknowledge the incoming caller or can abandon one of the calls.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.8 Optional Features - (cont.)

4.3.8.2 Optional Enhanced Business Features

a) Call Forward Busy - Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

b) Call Forward Don't Answer Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the Customer does not answer after a preset number of ringing cycles.

c) Six Port Conferencing

This feature allows a station to establish a conference call consisting of more than three conferees (with a maximum of six) without the assistance of an attendant.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.8 Optional Features - (cont.)

4.3.8.2 Optional Enhanced Business Features - (cont.)

d) Music On Hold

Music on Hold provides the capability of terminating an outside music source on a DMS 100 trunk termination.

VPX or EBS users have the option of hearing music when a call is parked, placed on hold, calls an attendant queue or waits in a UCD queue.

e) Calling Number Delivery

Displays the call identification information and the calling party's directory number (including nonpublished and nonlisted directory numbers) prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number. Delivery of the calling party information must be blocked at the trunk group level for Digital Trunk Service.

f) Calling Name & Number Delivery

Displays the call identification information and the calling party's directory number and name prior to the call being answered. This service requires a special display device. This service is provided only where technologically available.

g) Distinctive Ring

Allows a Customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line will receive a Call Waiting tone.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.9 Virtual Private Exchange Service (VPX)

VPX gives customers the flexibility to design their own telecommunications system using Company equipment and some of the most advanced services available. The system can be upgraded at any time. VPX has over 40 standard and 20 optional features to choose from. VMS with the optional Electronic Business Sets allows access to over 40 features by pressing a single key. Multiple locations can be connected together, giving the appearance to phone users that they are on one system. Instead of users dialing long strings of digits to call another person in the company, they can dial the calling parties extension number. Equipment is monitored twenty-four hours a day, seven days a week.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.10 VPX Optional Featuresa) Automatic Route Selection

Automatic Route Selection allows customers to have VPX specific trunk routes automatically searched to locate idle outgoing trunks. This feature directs outgoing calls over the customer's most preferred facility routes for call completion. Usually the least expensive route is chosen first. The routes are designed as part of the VPX system software. Facilities used in the routes can be any long distance carrier, direct access line (WATS-like service), Tielines or local outgoing facility.

b) Call Forward Busy - Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.10 VPX Optional Features - (cont.)c) Call Forward Don't Answer - Programmable

Allows the Customer to have incoming calls forwarded to another predetermined number in a different central office switch if the Customer does not answer after a preset number of ringing cycles.

d) Calling Number Delivery

Displays the call identification information and the calling party's directory number (including nonpublished and nonlisted directory numbers) prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number.

d.1) Calling Name & Number Delivery

Displays the call identification information and the calling party's directory number and name prior to the call being answered. This service requires a special display device. This service is provided only where technologically available.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.10 VPX Optional Features - (cont.)e) Direct Inward System Access

Direct Inward System Access enables a customer's clients or personnel to access network facilities from a remote location without the assistance of an attendant or another station user. Feature capabilities generally include: Security Codes and Access to Private Network facilities, Data Services, Dial Dictation and Paging Equipment.

f) Meet Me Conference

Meet Me Conference provides the ability to establish - at a predetermined time - a conference of up to 30 members. The conferees can be internal or external to the customer group.

g) Music on Hold

Music on Hold provides the capability of terminating an outside music source on a DMS 100 trunk termination. VPX or EBS users have the option of hearing music when a call is parked, placed on hold, calls an attendant queue or waits in a UCD queue.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.10 VPX Optional Features - (cont.)

h) Message Waiting Visual

This feature provides a visual indication that a message is being held at a message center or that another VPX station wishes to be called back. It is available to non Electronic Business Set users.

i) Six Port Conferencing

This feature allows a station to establish a conference call consisting of more than three conferees (with a maximum of six) without the assistance of an attendant.

j) Uniform Call Distribution (UCD)

This feature allows for an even distribution of incoming calls to a directory number over a group of predesignated stations. The group of stations is called a UCD group. It may consist of both single line and Electronic Business Set telephones.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.10 VPX Optional Features - (cont.)

k) Miscellaneous Facility Termination

Facility types allowed to terminate on a common block within the DMS 100 are:

DID To PBX - Direct-Inward Dialing allows station users to make calls to users on a PBX by just dialing an extension number.

DOD From PBX - Utilizing Direct-Outward Dialing, a station user can receive calls from a PBX. The PBX user will dial only the extension number of the called station.

Dial Dictation - Provides trunk side access to a customer provided dial dictation device.

Tie Line To Long Distance Carrier - Allows direct access to and from a long distance provider. These facilities can be reached using the Automatic Route Selection feature or simply a different access code (i.e. 8).

Tie Line To Other VPX - Allows direct access to another Centrex or VPX system. Intercom dialing plans can be utilized.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.10 VPX Optional Features - (cont.)

l) Loudspeaker Paging, Trunk Side

This feature allows loudspeaker paging equipment to be terminated on a trunk rather than on a line.

m) Electronic Business Set

Used for the provisioning of certain VPX optional features, Electronic Business Sets are proprietary sets available only off the DMS-100. These sets are designed to be practical, functional, and convenient. Each key can be assigned either a Telephone Number or a feature. The later allows the use of a feature without dialing the feature activation code.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.10 VPX Optional Features - (cont.)n) Multiple Appearance Directory Number (MADN)

Multiple Appearance Directory Number provides a cost effective way to supply additional call completion capacity to a group by enabling a Directory Number to be assigned to more than one VPX station user at a time. Every MADN must be assigned to one VPX telephone as the Primary Directory Number of that set; and that set is designated as the Primary Member of the MADN. A primary member may be a 2500 set. All sets that are assigned this directory number as known as a MADN group.

There are two possible MADN arrangements: A Single Call Arrangement allows only one set in the group to be active on a MADN call at one time, while a Multiple Call Arrangement permits more than one set to be active on MADN calls simultaneously. In the second case, the number of simultaneous calls is limited only by the number of members in the MADN group. A MADN group may have up to 8 station/members.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.11 Integrated Services Digital Network Primary Rate Interface (ISDN PRI)

4.3.11.1 Voice and Data PRI

B-channels carry user information such as voice calls, circuit- switched data, or video, while the D-channel handles signaling information.

4.3.11.2 Standard Features

a) Calling Number Identification

This feature displays the call identification calling party's directory number prior to the call being answered. Callers have the ability to block the delivery of calling party information to the terminating number. This feature allows users to place or receive calls by passing the attendant.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.11 Integrated Services Digital Network Primary Rate Interface (ISDN PRI) - (cont.)

4.3.11.3 Premier Features Descriptions

a) Calling Name & Number Delivery

Displays the identification information and the calling party's directory number and name prior to the call being answered. This service requires a special display device. This service is provided only where technologically available.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.11 Integrated Services Digital Network Primary Rate Interface (ISDN PRI) -
(cont.)4.3.11.3 Premier Features Descriptionsb) Two B-Channel Transfer (TBCT)

This feature allows a user (controller) on a PRI interface to request the DMS-100 to connect two independent calls on the user's interface. Those two independent calls must be associated with the same D-channel. If the DMS accepts the request, the controller is released from the calls and the other two users are directly connected. This release frees up the PRI trunks, or B-channels, making them available for future calls.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.3 Service Descriptions - (cont.)4.3.12 Directory Number Services4.3.12.1 Vanity Number Service Description

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with Company provided Local Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of numbering resources, facilities and the requirements of Local Exchange Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to Customers and may, therefore, change them if required.

4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.3 Service Descriptions - (cont.)

4.3.12 Directory Number Services - (cont.)

4.3.12.2 Reserved Numbers Service Description

Reserved Numbers Service allows the Customer to reserve a number, or a block of numbers, for future use.

4.3.12.3 Virtual Number Service Description

Virtual Number Service is an optional feature by which a Customer may forward a number via the Company's Central Office to a predetermined telephone number the Customer has chosen. This service is also known in the industry as "Remote Call Forwarding" and "Market Expansion Lines".

Virtual Number is furnished subject to the type of service the Customer subscribes to on the terminating end.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.4 Miscellaneous Charges4.4.1 Telephone Line Surcharges and Taxes

The customer is responsible for payment of any and all applicable taxes, fees and surcharges now or hereafter levied by the Federal, State, or Local government agencies including those noted below:

Federal USF
City E911 (Salt Lake City Only)
City Statutory Gross Receipts Tax
County 911
County/City Sales Tax
District Tax (Resort Community Tax)
State Telecom Relay Service/DEAF Surcharge
State USF Surcharge
State E911
State Poison Control
State Sales Tax

Any questions relative to the taxes, fees and surcharges noted above should be directed to the appropriate government agency.

4.4.2 Additional Surcharges

In addition to any other surcharges and taxes, Customers will be charged and required to pay these additional surcharges:

Subscriber Facility Charge (SFC)

The SFC is a flat-rate, monthly charge designed to recover a portion of the costs associated with the investment in and maintenance of the physical plant costs related to connecting each subscriber to the local telephone network. The SFC is applied to voice products.

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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.4 Miscellaneous Charges- (cont.)

4.4.2 Additional Surcharges (cont.)

Interconnection Fee (ICF)

The ICF is a flat-rate, monthly charge assessed on lines and circuits, designed to recover portions of the Company's costs of interconnection to the public switch telephone network (PSTN).

Network Access Fee (NAF)

The NAF is an end-user subscriber charge, assessed as a percentage of local, intrastate, interstate, international, private-line services and subscriber access charges (SFC and ICF). The NAF recovers certain network costs and prescribed by Federal Communications Commission regulations.

Surcharge Schedule

SFC, per Basic Business Line, Digital Business	\$ 6.33
SFC, per Resale Business Line or Resale BRI	\$ 8.53
SFC, per DS1 facility, NEXUS, NOVUS or PRI	\$ 42.65
ICF, per Basic Business Line, Resale Business Line, Digital Business Line, BRI Business Line, Resale BRI Business Line, Market Expansion Line, Resale Market Expansion Line, Basic Business	\$ 0.95
ICF, per DID Trunk or Analog Trunk	\$ 3.25
ICF, per PRI Facility or Off-Net Long Distance	\$ 5.25
NAF	4.95%

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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.4 Miscellaneous Charges- (cont.)

4.4.3 High Usage Surcharge

Basic lines have been engineered for traffic usage in the range of 8 CCS - or being busy 25% of the time. Increases in usage above this level causes a significant increase in cost to the Company. Therefore, a high usage surcharge will be applied to any line which is in use more than 40% of the time during its busy hour. The Company will perform periodic traffic studies on lines at its discretion. If a line's traffic use is greater than 14.5 CCS during its busy hour for the study period, then the line will be charged the high usage surcharge of \$30.00 per month per line exceeding the usage threshold. Each Customer will be notified, in writing, of a study resulting in high usage charges being assessed.

4.0 LOCAL EXCHANGE SERVICES - (cont.)4.5 Initial Rates and Charges4.5.1 Business Service

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
Simple Business	\$30.00	\$44.00	\$32.00	\$28.00	\$25.00
Basic Business	\$30.00	\$45.00	\$35.00	\$30.00	\$25.00
PBX Interface	\$30.00	\$46.00	\$37.00	\$32.00	\$29.00
High Usage Charge	N/A	\$30.00	\$30.00	\$30.00	\$30.00
Change to Line Per service order	\$20.00	N/A	N/A	N/A	N/A
LD Provider	\$ 5.00	N/A	N/A	N/A	N/A
DS1 Interface	\$920.00	\$310.00	\$310.00	\$279.00	\$279.00

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4.0 LOCAL EXCHANGE SERVICES - (cont.)4.5 Initial Rates and Charges - (cont.)4.5.2 Optional Features

Business Features

Call Waiting	\$ 10.00	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
Speed Call - 8	\$ 10.00	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40	\$ 2.40
Speed Call - 30	\$ 10.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Calling Numbr Dlvry	\$ 10.00	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
Calling Name & Number Delivery	\$ 10.00	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50

Enhanced Business Features

Call Fwd Busy - Prg	\$ 10.00	\$ 4.25	\$ 4.25	\$ 4.25	\$ 4.25	\$ 4.25
Call Fwd DA - Prg	\$ 10.00	\$ 3.30	\$ 3.30	\$ 3.30	\$ 3.30	\$ 3.30
Six Way Conference	\$ 10.00	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75
Music on Hold	\$ 10.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Calling Nmbr Dlvry						
Basic Trunk	\$ 10.00	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
Value Trunk	\$ 240.00	\$ 126.00				
Business Trunk						
Per Trunk Group	\$ 80.00	\$ 42.00				
Calling Name & Number Delivery	\$ 10.00	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
Distinctive Ring	\$ 10.00	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50

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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.5 Initial Rates and Charges - (cont.)

4.5.3 Virtual Private Exchange Service

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Lines	\$35.00	\$39.00	\$31.00	\$28.00	\$26.50	\$25.00
High Usage Charge	N/A	\$30.00	N/A	N/A	N/A	N/A

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Zayo Group, LLC
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4.0 LOCAL EXCHANGE SERVICES - (cont.)4.5 Initial Rates and Charges - (cont.)4.5.4 VPX Optional Features

	Installation Charge	Monthly Rate
Automatic Route Selection		
System Set-Up	\$750.00	N/A
Changes to Pattern	\$ 40.00	N/A
Changes to Route	\$ 40.00	N/A
Call Back Queuing	\$ 40.00	N/A
Expensive Route Warning	\$ 40.00	N/A
Off Hook Queuing	\$ 40.00	N/A
Time of Day Routing	\$ 70.00	N/A
Call Forward Busy - Programmable per set.	\$4.75	\$ 4.25
Call Forward DA - Programmable per set	\$ 4.75	\$ 3.30
Calling Number Delivery	\$ 10.00	\$ 5.25
Calling Name & Number Delivery	\$ 10.00	\$ 7.50
Direct Inward System Access per DISA Number	\$ 30.00	\$ 35.00
Meet Me Conference	\$ 45.00	\$ 48.50
Music on Hold		
Zayo Supplied - per Line	\$ 10.00	\$ 1.50
Customer Supplied	\$230.00	\$ 52.00
Message Waiting Visual per station	\$ 4.75	\$ 1.00
Six Port Conferencing	\$ 4.75	\$ 4.75
Uniform Call Distribution		
per System	\$214.00	\$ N/A
per Station	\$ 15.00	\$ 5.00

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4.0 LOCAL EXCHANGE SERVICES - (cont.)4.5 Initial Rates and Charges - (cont.)4.5.4 VPX Optional Features - (cont.)

	Installation Charge	Monthly Rate
Misc. Facility Termination per Group	\$152.00	\$ N/A
per Circuit	\$ 19.00	\$ 25.00
Loudspeaker Paging, Trunk Side per Group	\$170.00	\$ 26.00
Digital Facility Interface		
DS1 Facility	Private Line Rates	Private Line Rates
Common Equipment	\$200.00	\$125.00
Circuit Termination		
VPX to VPX	\$ 19.50	\$ 11.50
VPX to PBX	\$ 19.50	\$ 25.00
VPX to Carrier	\$ 19.50	\$ 11.50
Electronic Business Set		
Set Interface	\$ 4.75	\$ 4.00
Adjunct	\$ 2.50	\$ N/A
Add. Numbers on Set	\$ 4.75	\$ 1.00
MADN Primary Appearance	\$ 10.00	\$ 6.00
MADN Secondary Appearance	\$ 10.00	\$ 6.00
Call Forward (per Key)	\$ 4.75	\$ 1.00
Direct Station Select	\$ 20.00	\$ 2.50
Exec. Message Waiting	\$ 4.75	\$ 2.50
Intercom Broadcast	\$ 4.75	\$ 3.50
Originating Line Select	\$ 4.75	\$ 3.50
Terminating Line Select	\$ 4.75	\$ 3.50
Change Charge		
per System	\$ 30.00	\$ N/A
per Line	\$ 5.00	\$ N/A

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4.0 LOCAL EXCHANGE SERVICES - (cont.)4.5 Initial Rates and Charges - (cont.)4.5.5 Basic Trunk Service

	Installation Charge	Monthly Rate	1 Year Term	2 Year Term	3 Year Term
Two-Way					
Analog Interface	\$40.00	\$55.00	\$52.00	\$50.00	\$48.00
Digital Interface	\$40.00	\$48.00	\$40.00	\$35.00	\$30.00
Incoming					
Analog Interface	\$40.00	\$55.00	\$52.00	\$50.00	\$48.00
Digital Interface	\$40.00	\$48.00	\$40.00	\$35.00	\$30.00
Outgoing					
Analog Interface	\$40.00	\$55.00	\$52.00	\$50.00	\$48.00
Digital Interface	\$40.00	\$48.00	\$40.00	\$35.00	\$30.00
Trunk Change					
Per DS0	\$47.50				

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Zayo Group, LLC
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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.5 Rates and Charges - (cont.)

4.5.6 Basic Trunk Service

	Installation				
	Monthly	1 Year		2 Year	3 Year
	Charge	Rate	Term	Term	Term
Value Trunk					
MRC Customer Billing					
< \$2,000		\$1,100.00	\$820.00	\$720.00	\$680.00
\$2,000 - \$25,000		\$1,080.00	\$800.00	\$700.00	\$650.00
> \$25,000		\$1,056.00	\$756.00	\$660.00	\$600.00
NRC		\$675.00	\$650.00	\$600.00	\$575.00
Call Number Delivery (per Value Trunk)					
MRC		\$126.00	\$126.00	\$126.00	\$126.00
NRC		\$240.00	\$240.00	\$240.00	\$240.00
Call Name & Number Delivery (per Value Trunk)					
MRC		\$180.00	\$180.00	\$180.00	\$180.00
NRC		\$240.00	\$240.00	\$240.00	\$240.00
Business Trunk					
MRC Customer Billing					
< \$2,000		\$1,150.00	\$870.00	\$770.00	\$730.00
\$2,000 - \$25,000		\$1,120.00	\$850.00	\$750.00	\$700.00
> \$25,000		\$1,100.00	\$800.00	\$700.00	\$650.00
NRC		\$795.00	\$765.00	\$725.00	\$700.00
Call Number delivery (per Value Trunk)					
MRC		\$42.00	\$42.00	\$42.00	\$42.00
NRC		\$80.00	\$80.00	\$80.00	\$80.00T
Trunk Change Per DS1		\$184.50			

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Zayo Group, LLC
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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.5 Rates and Charges - (cont.)

4.5.6 Basic Trunk Service (cont.)

	Installation Monthly	1 Year	2 Year	3 Year
	Charge	Rate	Term	Term
Value Trunk To				
Business Trunk Change	\$180.00			
Trunk Group Add	\$ 75.00			

4.5.7 ISDN PRI Service

	NONRECURRING	MONTHLY CHARGE RATE
Data Only - Non Term		\$1,000.00
Data Only <\$2,000		
1 year	\$1,000.00	950.00
2 years	850.00	930.00
3 years	750.00	900.00
5 years	400.00	850.00
Data Only \$2,000-\$4,999		
1 year	1,000.00	930.00
2 years	850.00	900.00
3 years	750.00	850.00
5 years	400.00	800.00
Data Only \$5,000-\$10,000		
1 year	1,000.00	900.00
2 years	850.00	850.00
3 years	750.00	800.00
5 years	400.00	750.00
Data Only \$10,000+		
1 year	1,000.00	850.00
2 years	850.00	800.00
3 years	750.00	750.00
5 years	400.00	700.00

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1821 30th Street, Unit A
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4.0 LOCAL EXCHANGE SERVICES - (cont.)

4.5 Initial Rates and Charges - (cont.)

4.5.7 ISDN PRI Service (cont.)

	NONRECURRING	MONTHLY CHARGE RATE
Voice and Data - Non Term	\$ 982.00	\$900.00

4.5.8 Directory Number Services

Charges Per Each	Installation Charge	Monthly Rate	1 Year Term	2 Year Term	3 Year Term
DID	\$ 1.00	\$ 0.25	\$ 0.20	\$ 0.20	\$ 0.15
DID Change	\$ 148.50				
Reserved Numbers	\$ 1.00	\$ 0.25	\$ 0.20	\$ 0.20	\$ 0.15
Vanity Number	\$ 235.00				
Virtual Number	\$ 30.00	\$ 22.50	\$22.50	\$ 22.50	\$ 22.50
Number Portability	\$ 25.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

4.5.9 Listing:

	Installation Charge	Monthly Rate	1 Year Term	2 Year Term	3 Year Term
Additional Listings	\$5.00	\$1.00	\$1.00	\$1.00	\$1.00
Non-Published Listings	\$5.00	\$1.50	\$1.50	\$1.50	\$1.50
Change to Listing (per listing)	\$5.00				

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1821 30th Street, Unit A
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5.0 LONG DISTANCE SERVICES

5.1 Application to Intrastate Long Distance Services

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by the Company.

5.2 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific Customer requirements. Service can be designed by the Company based on Customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the Customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support Customer-specific seven and ten digit dialing plans.

5.0 LONG DISTANCE SERVICES - (cont.)5.3 Fraudulent Use of Verified Account Codes

In order to control fraud, the Company may disable or refuse to accept, Verified Account Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Verified Account Codes are disabled.

- (a) Invalidation of verified account codes: If the Customer notifies the Company that a Customer-administered verified account code is no longer valid, the Customer shall be liable for any calls placed using the verified account code, until the Company receives confirmation from its underlying carrier(s) that the verified account code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. The Company will use its best efforts to notify its underlying carrier(s) or undertake other appropriate security measures within the shortest reasonable duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

5.0 LONG DISTANCE SERVICES - (cont.)5.4 Description of Rates and Charges5.4.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

5.0 LONG DISTANCE SERVICES - (cont.)

5.4 Description of Rates and Charges - (cont.)

5.4.2 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this price list.

5.0 LONG DISTANCE SERVICES - (cont.)

5.4 Description of Rates and Charges - (cont.)

5.4.3 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

5.4.4 Rate Changes

The Company expressly reserves the right to initiate price list revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this price list, unless otherwise agreed upon between the Company and the Customer.

5.0 LONG DISTANCE SERVICES - (cont.)5.4 Description of Rates and Charges - (cont.)5.4.5 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this price list, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this price list. If the Company initiates such price list revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's price list filing. Any changes in the terms and conditions under which service is provided will be filed in this price list.

5.0 LONG DISTANCE SERVICES - (cont.)

5.5 General Practices Affecting Rates

The following set forth factors affecting rates which apply to all Long Distance Services unless modified expressly in this price list.

5.5.1 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis.

The amount of charge that may be prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

5.0 LONG DISTANCE SERVICES - (cont.)

5.6 Other Taxes and Surcharges

The Customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any monthly Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

5.0 LONG DISTANCE SERVICES - (cont.)

5.7 Rate Determination

The rate for a long distance call which is charged on a per minute basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) Minutes of use;
- (c) Length of the contract agreed to by the Customer; and
- (d) The minimum dollar commitment for which the Customer has agreed. The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

5.0 LONG DISTANCE SERVICES - (cont.)

5.7 Rate Determination - (cont.)

5.7.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international. This price list contains rates for intrastate calls only.

5.0 LONG DISTANCE SERVICES - (cont.)5.8 Service Offerings5.8.1 Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a usage based direct dialed interexchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

5.8.2 Advantage Switched Toll-Free Service

Advantage Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to Zayo Group, LLC's Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

5.0 LONG DISTANCE SERVICES - (cont.)5.8 Service Offerings - (cont.)5.8.3 Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

5.8.4 Advantage Dedicated Toll Free Service

Advantage Dedicated Toll Free Service provides inbound Toll Free calling to points terminating within the State of Utah utilizing dedicated access facilities on the terminating end of each call. Charges for the Toll Free calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

5.8.5 Zayo Advantage Travel Card Service

Zayo Advantage Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the United States. The caller dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

5.0 LONG DISTANCE SERVICES - (cont.)

5.8 Service Offerings - (cont.)

5.8.6 All Calls Service

All Calls Service offers lower long distance rates to or from the Company's Local Service. All Calls Service is only available to or from the Company's Local Service.

5.8.7 Operator Services

Operator Service rates apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to calls which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

5.8.8 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Nonpublished telephone number information is not provided with Directory Assistance.

5.0 LONG DISTANCE SERVICES - (cont.)5.9 Optional Features5.9.1 Internet Bill (iBill)

iBill allows Customers to review their monthly bill through a secure internet web site which requires a specific numeric password. iBill allows Customers to generate a number of reports from this monthly invoice, and also allows the Customer to download their bill records electronically. Invoices and remittance slips continue to be sent through regular mail to facilitate record-keeping and bill payments. iBill is a free service, but must be requested by the Customer.

5.9.2 Direct Termination Overflow (DTO) Dedicated Service

With DTO Dedicated Service, Customers can choose to have their dedicated Toll Free service overflow automatically to another dedicated facility between the Customer and Company.

5.9.3 Direct Termination Overflow (DTO) Switched Service

With DTO Switched Service, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

5.0 LONG DISTANCE SERVICES - (cont.)5.9 Optional Features - (cont.)5.9.4 Premium Reports

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate period/cost per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a specified length of time.)
- (d) Frequently Called Summary (listing all ANIs called more than a specified number of times).

5.9.5 Toll Free Call Blocking by Area Code

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

5.9.6 Toll Free Real Time Automatic Number Identification (ANI)

This feature provides Customers with dedicated T-1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

5.0 LONG DISTANCE SERVICES - (cont.)5.9 Optional Features - (cont.)5.9.7 Toll Free Dialed Number Identification Service (DNIS)

This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

5.9.8 Toll-Free Time of Day/Day of Week Routing

At the Customer's request, an Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for an Toll-Free/888 number to be routed to multiple locations based on the pre-set pattern.

5.9.9 Verified Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

5.0 LONG DISTANCE SERVICES (cont.)

5.10 Initial Rates and Charges (cont.)

5.10.1 Advantage Switched Long Distance Service Rate

Per Minute Rate
\$0.06

5.10.2 Advantage Switched Toll Free Service Rate

Per Minute Rate
\$0.07

5.10.3 Advantage Dedicated Long Distance Rate

Per Minute Rate
\$0.05

5.10.4 Advantage Dedicated Toll Free Service Rate

Per Minute Rate
\$0.05

5.10.5 Advantage Travel Card Service Rate

Per Minute Rate
\$0.220

5.10.6 All Calls 1+ Long Distance Service Rate

Per Minute Rate
\$0.05

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5.0 LONG DISTANCE SERVICES - (cont.)

5.10 Initial Rates and Charges (cont.)

5.10.7 All Calls Toll Free Service Rate

Per Minute Rate
\$0.05

5.10.8 All Calls Travel Card Service Rate

Per Minute Rate
\$0.220

5.10.9 Optional Features Rates

	<u>Installation/Change Charge</u>	<u>Monthly Rate</u>
Verified Account Codes	\$ 30.00	\$ 15.00
Toll Free		
Directory Listing	\$ 18.00	\$ 15.00
Call Blocking/Area Code	\$100.00	\$ 0.00
Time of Day/Day of Week Routing	\$100.00	\$ 35.00
Real Time ANI	\$200.00	\$100.00
DNIS Sending	\$ 75.00	\$ 35.00
Overflow to Dedicated	\$ 50.00	dedicated rate
Overflow to Switched	\$ 50.00	switched rate
Premium Billing	\$ 10.00	\$ 7.50
Internet Bill (iBill)	\$ 30.00	\$ 25.00

5.10.10 Operator Service Rates

Operator Service Rates will be equal to those rates for similar services provided by AT&T.

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Boulder, CO 80301

6.0 (RESERVED FOR FUTURE USE)

Issued: December 28, 2023

Issued By:

Corporate Attorney
Zayo Group, LLC
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Effective Date: January 1, 2024

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7.0 PRIVATE LINE SERVICES

7.1 Application to Private Line Services

This section contains particular regulations, rates and charges applicable to the provision of Private Line, Longhaul and SONET Services by the Company.

7.2 Private Line/ Longhaul Service Description

Private Line and Longhaul Services provide point to point dedicated, private line transmission channels for the Customer's exclusive use between two or more locations.

7.2.1 DS-0 Service

DS-0 Service provides a digital transmission path at speeds up to and including 64 Kbps or, if provided over analog facilities, within the nominal frequency range of 300 and 3,000 Hz.

7.2.2 DS-1 Service

DS-1 Service provides the Customer a high capacity channel for transmission of 1.544 Mbps.

7.2.3 DS-3 Service

DS-3 Service provides the Customer a high capacity channel for transmission of 44.736 Mbps.

7.0 PRIVATE LINE SERVICES – (cont.)

7.2 Private Line/Longhaul Service Description – (cont.)

7.2.4 OC-3

OC-3 Service provides the Customer a high capacity channel for transmission of 155.52 Mbps.

7.2.5 OC-12

OC-12 Service provides the Customer a high capacity channel for transmission of 622.08 Mbps.

7.2.6 OC-48

OC-48 Service provides the Customer a high capacity channel for transmission of 2.4 Gbps.

7.0 PRIVATE LINE SERVICES – (cont.)7.3 SONET Services Description7.3.1 Point-to-Point Service (PTP)

Point-to-Point Services provide facilities and a medium for transmission of Customer information (data, Video etc.) between two points at high bandwidth rates. These bandwidth rates are 155.52 Mbps (OC-3), 622.08 Mbps (OC-12) and 2.4 Gbps (OC-48). These services are provided on fiber optic facilities.

Point-to-Point via Dedicated Fiber (dedicated bandwidth); This type of service involves dedicating the fiber for the sole use of the Customer.

Point-to-Point via SONET Ring (shared bandwidth): With this type of service the facilities are not dedicated to one Customer alone, but shared among many.

7.3.2 Point-to-Multipoint Service (PTM)

With Point-to-Multipoint Service circuits are added or dropped along the way or at the end point. These circuits range from DS-1 and DS-3 to OCN levels. Adding and dropping of circuits is accomplished using a SONET equipment called SONET ADM. PTM services are similar to PTP services with the exception of the capability of adding and dropping circuits.

7.0 PRIVATE LINE SERVICES – (cont.)7.3 SONET Services Description – (cont.)7.3.3 Dedicated Ring

A Dedicated Ring is a dedicated facility among multiple customer nodes with at least one node at the Zayo Group, LLC. Hub. Dedicated Rings provide dedicated bandwidth capacity to the customer. These rings are self-healing and will survive in the event of a single failure anywhere within the system and to reconfigure itself around that point of failure. This ensures a near continuous flow of information between the locations that are a part of the ring.

The ring is capable of transporting bandwidth capacities of 1.55 MBPS (OC-3), 622.08 Mbps (OC-12), and 2.4 Gbps (OC-48) as well as higher rates.

7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges and Charges

7.4.1 Private Line

DS-1

Installation Charge: \$501.20

	<u>1 Year</u> <u>Term</u>	<u>3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
LSO Channel Termination	\$92.00	\$84.00	\$73.60
POP Channel Termination	\$108.00	\$100.00	\$86.40
IOC Fixed	\$69.20	\$62.28	\$55.36
IOC Mileage (per mile)	\$10.82	\$9.76	\$8.67

DS-3

Installation Charge: \$501.20

	<u>1 Year</u> <u>Term</u>	<u>3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
LSO Channel Termination	\$1164.00	\$1080.00	\$960.00
POP Channel Termination	\$1164.00	\$1080.00	\$960.00
IOC Fixed	\$240.80	\$223.20	\$198.40
IOC Mileage (per mile)	\$33.60	\$31.20	\$27.20

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.2 Longhaul

DS-0

Installation Charge: \$250.00

	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Per DS-0 Mile	\$0.710	\$0.690	\$0.670	\$0.650

DS-1

Installation Charge: \$500.00

	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Per DS-0 Mile	\$0.129	\$0.119	\$0.109	\$0.099

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.2 Longhaul – (cont.)

DS-3

Installation Charge: \$2000.00

	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Per DS-0 Mile				
0-100K	\$0.050	\$0.049	\$0.048	\$0.047
101-200K	\$0.049	\$0.048	\$0.047	\$0.046
201-300K	\$0.048	\$0.047	\$0.046	\$0.045
301-500K	\$0.047	\$0.046	\$0.045	\$0.044

OC-3

Installation Charge: \$6000.00

	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Per DS-0 Mile				
0-100K	\$0.049	\$0.048	\$0.047	\$0.046
101-200K	\$0.048	\$0.047	\$0.046	\$0.045
201-300K	\$0.047	\$0.046	\$0.045	\$0.044
301-500K	\$0.046	\$0.045	\$0.044	\$0.043

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.2 Longhaul – (cont.)

OC-12

Installation Charge: \$24000.00

	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Per DS-0 Mile				
0-100K	\$0.048	\$0.047	\$0.046	\$0.045
101-300K	\$0.047	\$0.046	\$0.045	\$0.044
301-500K	\$0.046	\$0.045	\$0.044	\$0.043
501-700K	\$0.045	\$0.044	\$0.043	\$0.042

OC-48

Pricing for OC-48 Service is on an ICB basis.

7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.3 SONET

OC-3 - Point-to-Point (PTP)

Channel Terminations: 2

	Installation Charge	Monthly Charge
1 Year Term	\$ 550.00	\$5,260.00
2 Year Term	\$ 550.00	\$5,002.00
3 Year Term	\$ 550.00	\$4,857.00
5 Year Term	\$ 550.00	\$4,508.00
	<u>1 Year</u>	<u>2-3 Year</u>
<u>Mileage</u>	<u>Term</u>	<u>Term</u>
Charge Per Mile		<u>5 Year</u>
0 – 15	\$80.00	\$64.00
15 - 30	\$87.00	\$72.00
30 +	\$105.00	\$85.00

OC-3 – Point-to-Multipoint (PTM)

All terms of Point-to-Point Services apply to Point-to-Multipoint with the addition of the following:

<u>Type of Service</u>	<u>1 Year</u> <u>Term</u>	<u>2-3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
DS-1 Port	\$17.00	\$12.00	\$10.00
DS-3 Port	\$70.00	\$60.00	\$55.00

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.3 SONET – (cont.)

OC-12 - Point-to-Point (PTP)

Channel Terminations: 2

	Installation Charge	Monthly Charge
1 Year Term	\$ 550.00	\$8,229.00
2 Year Term	\$ 550.00	\$8,062.00
3 Year Term	\$ 550.00	\$7,673.00
5 Year Term	\$ 550.00	\$6,950.00

<u>Mileage</u> Charge Per Mile	<u>1 Year</u> <u>Term</u>	<u>2-3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
0 – 15	\$232.00	\$200.00	\$190.00
15 - 30	\$262.00	\$244.00	\$216.00
30 +	\$320.00	\$287.00	\$255.00

OC-12 – Point-to-Multipoint (PTM)

All terms of Point-to-Point Services apply to Point-to-Multipoint with the addition of the following:

<u>Type of Service</u>	<u>1 Year</u> <u>Term</u>	<u>2-3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
DS-1 Port	\$17.00	\$12.00	\$10.00
DS-3 Port	\$45.00	\$35.00	\$30.00
OC-3 Port	\$110.00	\$90.00	\$80.00

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.3 SONET – (cont.)

OC-48 - Point-to-Point (PTP)

Channel Terminations: 2

	Installation Charge	Monthly Charge		
1 Year Term	\$ 550.00	ICB		
2 Year Term	\$ 550.00	ICB		
3 Year Term	\$ 550.00	ICB		
5 Year Term	\$ 550.00	ICB		
			<u>1 Year</u>	<u>2-3 Year</u>
<u>Mileage</u>			<u>Term</u>	<u>Term</u>
Charge Per Mile				<u>5 Year</u>
0 – 15	\$711.00	\$660.00		\$580.00
15 - 30	\$804.00	\$746.00		\$663.00
30 +	\$950.00	\$900.00		\$781.00

OC-48 – Point-to-Multipoint (PTM)

All terms of Point-to-Point Services apply to Point-to-Multipoint with the addition of the following:

<u>Type of Service</u>	<u>1 Year</u> <u>Term</u>	<u>2-3 Year</u> <u>Term</u>	<u>5 Year</u> <u>Term</u>
DS-1 Port	\$17.00	\$12.00	\$12.00
DS-3 Port	\$25.00	\$23.00	\$23.00
OC-3 Port	\$65.00	\$60.00	\$57.00
OC-12 Port	\$235.00	\$220.00	\$202.00

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7.0 PRIVATE LINE SERVICES – (cont.)

7.4 Initial Rates and Charges – (cont.)

7.4.3 SONET – (cont.)

Dedicated Ring

All Dedicated Ring Pricing is on an ICB basis.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.1 FGD Service Description

When the 10XXX or 101XXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the Customer's operator, 911 for access to emergency reporting service, or at the Customer's option, the end-of-dialing digit (#) for cut-through access to the Customer's premises.

A Customer may order 950 or FGD to activate a Customer's designated 950-XXXX access code. This will allow the Company to direct those designated 950-XXXX calls dialed by the Customer's End Users to the Customer's access service. The Customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the Customer to receive additional address signaling. Such calls will be rated as FGD.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures

Ordering and provisioning procedures for the Company's Switched Access Service are as set forth in this price list.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service including:

- (a) Customer name and premises address(es).
- (b) Billing name and address (when different from Customer name and address).
- (c) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures - (cont.)

8.2.1 Ordering Options for Access Service

Switched Access Service is provided by the Company as trunk-side switched access with equal access capabilities compatible with industry standards for FGD Service.

8.2.1.1 Switched Access Service

When a Customer requests new or additional Switched Access Services, one or more Access Orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an Access Order for service, the Customer shall specify, at a minimum: information for Switched Transport as described in this price list. This information is in addition to the basic Trunkside Switched Access Service arrangement information.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.2 Ordering Procedures - (cont.)8.2.1 Ordering Options for Access Service - (cont.)8.2.1.2 Trunkside Switched Access Service

For Trunkside Switched Access Service ordered in trunks, the Customer shall specify the number of trunks and the end office when Switched Transport and Local Switching options are desired. When ordering trunks to an access tandem or FGD trunks to a Customer-provided tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem or Customer-provided tandem to assist the Company in its own efforts to project further facility requirements. In addition, the Customer shall specify for terminating access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The traffic type must also be specified using the same categories as described in this price list, to enable efficient provisioning and billing functions.

When a Customer orders Switched Access Service in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.5 Ordering Procedures - (cont.)

8.2.1 Ordering Options for Access Service - (cont.)

8.2.1.3 LIDB

When the Customer orders LIDB, the Customer must specify the Originating Point Code(s) and Location Identification Code(s) that will access the Company's LIDB per access order.

8.2.1.4 FGD with SS7

When the Customer orders FGD Service with SS7 out of band signaling, the Customer must specify the CCSAC Service required between the Customer's SPOI and the Company's STP location per access order.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.2 Ordering Procedures - (cont.)8.2.2 Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per-occurrence basis.

8.0 SWITCHED ACCESS SERVICES -(cont.)8.2 Ordering Procedures - (cont.)8.2.2 Order Modifications – (cont.)

Any increase in the number of Switched Access Service facilities or trunks will be treated as a new Access Order (for the increased amount only).

8.2.2.1 Design Change

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the Customer. Design changes include such things as a change of End User premises within the same serving wire center, the addition or deletion of optional features, functions, or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package.

Design changes do not include a change of Customer premises, End User premises to a different serving wire center or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures - (cont.)

8.2.2 Order Modifications - (cont.)

8.2.2.1 Design Change - (cont.)

The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

A Design Change Charge will apply, on a per order, per occurrence basis. This charge will also apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of the Design Layout Report (DLR). If a change of service date is required, the Service Date Change Charge will apply. If the change of End User premises within the same serving wire center is requested, Expedited Order Charges may also apply.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures - (cont.)

8.2.2 Order Modifications - (cont.)

8.2.2.2 Service Date Change

Access Order service dates for the installation of new services or rearrangements of existing services may be changed. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed, pursuant to this price list.

A new service date may be established that is prior to the original Standard or Negotiated Interval service date if the Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

If the service date is changed to an earlier date, the Customer will be notified by the Company that Expedited Order Charges as set forth in this price list will apply. Such charges will apply in addition to the Service Date Change Charge.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures - (cont.)

8.2.2 Order Modifications - (cont.)

8.2.2.2 Service Date Change - (cont.)

When, for any reason the Customer indicates that service cannot be accepted on the service date, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 120 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.2 Ordering Procedures - (cont.)

8.2.2 Order Modifications - (cont.)

8.2.2.3 Expedited Orders

A Customer may:

- a) when placing an Access Order for service(s), request a service date that is prior to the assigned service date.
- b) request an earlier service date on a pending or negotiated Access Order, and
- c) request a change of End User premises within the same serving wire center.

If the Customer requests an earlier service date and/or a change of End User premises within the same serving wire center, and the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the Customer for the additional costs.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.3 Presubscription

Presubscription is a procedure whereby an End User or location provider may select and designate to the Company an interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The interexchange carriers are referred to as the End User's or location provider's primary interexchange carrier. The End User or location provider will be allowed to select a primary interexchange carrier for intraLATA calls and a primary interexchange carrier for interLATA calls.

Should a caller wish to use the services of an interexchange carrier other than the primary interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that interexchange carrier's services.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.3 Presubscription - (cont.)8.3.1 Application of Charges on Presubscription

- (a) End users or location providers placing orders for service will be asked to select a primary interexchange carrier at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.
- (b) End users or location providers that choose to change their primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.
- (c) Subsequent to a one month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary interexchange carrier (PIC) change is billed to the End User who is the subscriber to the Local Exchange Service. However, an interexchange carrier may, at its option, may elect to pay the charge for any End User and/or location provider at any time. The nonrecurring charge for a PIC change is set forth in this price list.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.3 Presubscription - (cont.)8.3.2 Dispute Application for Presubscription

If the End User or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary interexchange carrier free of charge. If the change was submitted by an interexchange carrier, and the interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized interexchange carrier.

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an interexchange carrier on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more interexchange carriers.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.3 Presubscription - (cont.)8.3.2 Dispute Application for Presubscription – (cont.)

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more interexchange carriers or agents.

The nonrecurring charge for an Unauthorized PIC change is set forth in this price list.

8.3.3 Cancellation of Interexchange Participation for Presubscription

If an interexchange carrier elects to discontinue all of its FGD service in the end office, the interexchange carrier is obligated to do the following:

- (a) Notify the Company of the cancellation of their FGD service; and
- (b) Contact all End Users or location providers that are presubscribed to the canceling interexchange carrier as their primary interexchange carrier. Inform these End Users or location providers of the cancellation and request the End Users or location providers to contact the Company to select a new primary interexchange carrier.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.3 Presubscription - (cont.)8.3.3 Cancellation of Interexchange Participation for Presubscription - (cont.)

The Company will bill the canceling interexchange carrier the service order charge for each End User and location provider the interexchange carrier has predesignated to it. Such charge will not apply to the canceling interexchange carrier where the canceling interexchange carrier transfers or assigns its FGD services and the associated 10XXX or 101XXX code to another interexchange carrier in such manner that the Company does not change End User or location provider records or End User and/or location provider PIC designation, or if another interexchange carrier elects to pay the service order charge on behalf of the canceling interexchange carrier.

8.3.4 Interexchange Carrier Initiated Conversions for Presubscription

When an interexchange carrier requests that their End User and/or location provider be changed from one access code to another access code on a mass conversion basis, e.g., an interexchange carrier using two or more PIC designations or an interexchange carrier assuming ownership of another interexchange carrier's End Users and/or location providers etc., charges as set forth in this price list shall apply.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.4 Billing and Jurisdictional Reporting Requirements

The following requirements are in addition to the terms and conditions contained in the general regulations section of this price list.

8.4.1 Obligations of the Customer

The Customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., 1-100) when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request (ASR).

Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer. Where call detail is insufficient to determine the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor. The Company will use the Jurisdictional Report to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer.

8.4.1.1 Reporting Terminating FGD Service

For terminating access minutes on FGD, the Customer has the following options:

- (1) allow the Company to develop the projected PIU factor; or
- (2) provide the Company with a projected PIU factor. Upon rdering terminating FGD Service, the Company will develop the projected PIU factor until the Company receives a letter from the Customer (by certified U.S. Mail return receipt requested) authorizing the Company to develop the projected PIU factor from a Customer-provided report.

8.0 SWITCHED ACCESS SERVICES - (cont.)8.4 Billing and Jurisdictional Reporting Requirements - (cont.)8.4.1 Obligations of the Customer - (cont.)8.4.1.1 Reporting Terminating FGD Service - (cont.)

Customers who choose to provide a projected PIU factor for terminating FGD access minutes shall supply a percentage in whole number (i.e., a number 0-100). The Company will designate the number obtained by subtracting the projected terminating interstate percentage from 100 as the projected terminating intrastate percentage of use. The projected PIU factor supplied by the Customer is used by the Company to apportion the terminating usage between interstate and intrastate until a revised report is received.

The Customer-provided PIU factor will be used until the Customer reports a different projected PIU factor. No prorating or back billing will be done based on the Jurisdictional Report.

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.4 Billing and Jurisdictional Reporting Requirements - (cont.)

8.4.1 Obligations of the Customer - (cont.)

8.4.1.2 Failure to Report

When the quarterly reports are not supplied by the Customer, the Company will follow the procedures set out in paragraphs (a)-(c).

- a) If the Customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the PIU factors to be the same as those provided in the order for service.
- b) Upon receipt of the Customer's work papers and summary, the Company will begin using the PIU factors derived from the work papers and summary with the next billing period and will review the work papers and summary submitted within thirty (30) days from receipt of the information.
- c) If after review of the information, it is determined that a billing dispute exists, the Company will continue to use the derived PIU factor and begin audit procedures.

8.0 SWITCHED ACCESS SERVICES – (cont.)8.4 Billing and Jurisdictional Reporting Requirements – (cont.)8.4.1 Obligations of the Customer – (cont.)8.4.1.3 VoIP-PSTN Traffic

a) Scope:

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing (“TDM”) format that originates and /or terminates in Internet Protocol (“IP”) format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol- compatible customer premises equipment. This section governs the identification of toll VoIP-PSTN traffic subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). This section establishes the method of distinguishing toll VoIP-PSTN traffic from the Customer’s total intrastate access traffic, so that toll VoIP-PSTN traffic will be billed in accordance with the FCC Order.

8.0 SWITCHED ACCESS SERVICES – (cont.)8.4 Billing and Jurisdictional Reporting Requirements – (cont.)8.4.1 Obligations of the Customer – (cont.)8.4.1.3 VoIP-PSTN Traffic – (cont.)

b) Rating of Toll VoIP-PSTN Traffic:

- i. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates between December 29, 2011 and July 12, 2012.
- ii. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed intrastate switched access rates between July 13, 2012 and June 30, 2014. (PVU factors described in 8.4.1.3.c) do not apply.)
- iii. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates effective July 1, 2014.
- iv. Terminating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates.
- v. The Company's switched access tariff can be found at the following web address: <https://www.zayo.com/policies/us-tariffs>.

8.0 SWITCHED ACCESS SERVICES – (cont.)8.4 Billing and Jurisdictional Reporting Requirements – (cont.)8.4.1 Obligations of the Customer – (cont.)8.4.1.3 VoIP-PSTN Traffic – (cont.)

c) Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of toll VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection (b), above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- i. The Customer will calculate and furnish to the Company a factor (“PVU-Customer”), along with supporting documentation, representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format and (b) is received from the Company and terminates in IP format. This PVU-Customer shall be based on verifiable information such as the number of the Customer’s retail VoIP subscriptions in the State (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- ii. Company will, likewise, calculate a factor (PVU-Company) representing the percentage of the Company’s total intrastate access MOU in the State that the Company originates or terminates in IP format. This PVU-Company shall be based on the number of the Company’s retail VoIP subscriptions in the State as reported on FCC Form 477.

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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8.0 SWITCHED ACCESS SERVICES – (cont.)

8.4 Billing and Jurisdictional Reporting Requirements – (cont.)

8.4.1 Obligations of the Customer – (cont.)

8.4.1.3 VoIP-PSTN Traffic – (cont.)

- c) Calculation and Application of Percent-VoIP-Usage Factor – (cont.)
- iii. After the Company verifies the PVU-Customer factor provided by the Customer the Company will use the PVU-Customer and PVU-Company factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as: $PVU\text{-Customer} + PVU\text{-Company} \times (1 - PVU\text{-Customer})$.
 - iv. In the event that the Company cannot verify the Customer's PVU-Customer factor based upon the information provided by the Customer, the Company will request additional information to support the PVU-Customer. The Customer shall supply reasonably requested additional information and other information used to determine the PVU-Customer factor. If after review of the additional information, the Customer and the Company establish a revised and mutually agreed upon PVU-Customer, the Company will begin using the new factor with the next bill period.

8.0 SWITCHED ACCESS SERVICES – (cont.)8.4 Billing and Jurisdictional Reporting Requirements – (cont.)8.4.1 Obligations of the Customer – (cont.)8.4.1.3 VoIP-PSTN Traffic – (cont.)

d) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-Customer into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company prior to April 15, 2012. If the Customer does not furnish the Company with a PVU-Customer, the Company will utilize a PVU-Customer equal to zero percent.

The initial PVU-Company is equal to zero percent.

e) PVU Factor Updates:

The Customer may update the PVU-Customer factor or the Company may update the PVU-Company factor quarterly using the method set forth in subsection (C)(1), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January and/or July of each year a revised PVU-Company factor and supporting documentation. Once verified by the Company the revised PVU-Company factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

8.0 SWITCHED ACCESS SERVICES – (cont.)

8.4 Billing and Jurisdictional Reporting Requirements – (cont.)

8.4.1 Obligations of the Customer – (cont.)

8.4.1.3 VoIP-PSTN Traffic – (cont.)

f) PVU Factor Verification

- i. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factor(s), the call detail records, description of the method for determining how the Customer's end-users originate and terminate calls in IP format, and other information used to determine the Customer's PVU factor(s) furnished to the Company in order to validate the PVU factor(s) supplied. The Customer shall comply with each such Company request, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- ii. The Company may dispute the Customer's PVU factor(s) based upon:
 - a. A review of the requested data and information provided by the Customer;
 - b. The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477, or state level results based on the FCC's Local Competition Report, or other relevant data;
 - c. A change in a reported PVU factor by more than five percentage points from the preceding quarter.
- iii. If, after review of the data and information, the Customer and the Company establish revised a PVU factor(s), the Company will begin using the revised PUV factor(s) in the next billing cycle.

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8.0 SWITCHED ACCESS SERVICES - (cont.)

8.5 Rates

8.5.1 Application of Rates

The rates associated with Carrier Common Line Service, Switched Transport Service and Local Switching Service are applied to all access minutes of use that originate and terminate at the Company's local switch.

8.5.2 Rate Categories

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

8.5.2.1 Carrier Common Line Service

Carrier Common Line Service provides for the use of the Company's common lines by Customers for access to End Users to furnish intrastate telecommunications service.

8.5.2.2 Switched Transport Service

Switched Transport Service provides the transmission facilities between the Customer's premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate its communications

8.0 SWITCHED ACCESS SERVICES - (cont.)

8.5 Rates - (cont.)

8.5.2 Rate Categories – (cont.)

8.5.2.3 Local Switching Service

Local Switching Service provides a switch path from the Company’s local subscribers to its local switches.

8.5.2.4 Universal Service Fund

The Universal Service Fund rate will be applied to all intrastate switched access minutes of use.

8.5.3 Rating and Billing of Transport Where More Than One Company is Involved

Switched Access Service to a Customer may involve more than one Company for the provision of transport service. Each Company will provide its portion of transport to the interconnection point with the next Company. The mileage used to calculate charges for the Company’s Transport Service will be based on the Company’s percentage of network facilities used to provide the service. Other companies involved with the transport service may bill according to their own tariffs or price lists.

8.0 SWITCHED ACCESS SERVICES – (cont.)

8.5 Rates – (cont.)

8.5.4 Carrier Common Line Service Rates

	<u>Rate Per Access Minute</u>
Originating, per access minute	\$0.00850
Non-Ready Line, per access minute	\$0.02500

8.5.5 Originating Switched Transport Service Rates

	<u>Rate Per Access Minute</u>	
	<u>Fixed</u>	<u>Per Mile</u>
Switched Transport	\$0.0003	\$0.0001

8.5.6 Local Switching Service Rates

	<u>Rate Per Access Minute</u>
Originating Local Switching, per access minute	\$0.010000
Terminating Local Switching, per access minute **	

**Terminating rates are located in Section 5.0 of Tariff F.C.C. No. 2 of Zayo Group, LLC, found at the following <https://www.zayo.com/policies/us-tariffs>.

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8.0 SWITCHED ACCESS SERVICES – (cont.)8.5 Rates – (cont.)8.5.7 Service Date Change Charge

	<u>Non-Recurring Charge</u>
Per Order	\$40.00

8.5.8 Design Change Charge

	<u>Non-Recurring Charge</u>
Per Order	\$50.00

8.5.9 Expedited Order Charge

	<u>Non-Recurring Charge</u>
Per Order	\$35.00

8.5.10 Presubscription Rates and Charges

	<u>Non-Recurring Charge</u>
PIC Change, per line	\$5.00
Unauthorized PIC Change, per line	\$20.00
Interexchange Initiated Conversion, per line	\$10.00

8.5.11 800 Database Access Service

Basic (per Query)	\$0.004053
Vertical Feature Query	\$0.002092

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Zayo Group, LLC
1821 30th Street, Unit A
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9.0 FOREIGN EXCHANGE SERVICE)

9.1 Application to Foreign Exchange Service

This section contains the regulations and rates applicable to the provision of Foreign Exchange Service by Zayo Group, LLC..

9.2 General

Foreign Exchange Service (FX) is a product for the delivery of dial tone from an exchange (or central Office) other than the exchange (or central office) from which the customer would normally be served.

The Customer's exchange, where the service is to terminate, (i.e. the central office which serves the customer's premise) can be, but does not have to be contiguous to the Foreign Exchange office. The exchange may be located geographically anywhere, as long as the exchange is found on the list of "Foreign Exchange Areas Served" maintained by the Zayo Group, LLC. Product Manager.

All types of line products are available over FX. These include: Lines, Basic Business Line, PBX Interface, Enhanced Business Service, Hybrid Line, Virtual Private Exchange, Trunks and ISDN-PRI.

Foreign Exchange Service where the NXX is outside the rate center may not be accurately displayed or routed for purposes of 911 calls. All customers will therefore be required to have local telephone service provided by either the Company, or any other certified local exchange provider, to enable 911 calls to be routed over the associated local lines or trunks.

9.2.1 Market Expansion Service

Market Expansion Service is an inbound foreign exchange service where a customer can have telephone numbers from rate centers outside the customer's geographic exchange area (foreign rate centers) on the same T1. Market Expansion Service customers must subscribe to Zayo's ISDN PRI, Business Trunks or Value Trunks service. Since Market Expansion Service is an inbound only service, all outbound calls originated from a Market Expansion customer will be charged at the applicable usage rates based upon the customer's home rate center.

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9.0 FOREIGN EXCHANGE SERVICE – (cont.)

9.3 Initial Rates and Charges

Salt Lake City To:
Rate Per DS-1

<u>City</u>	<u>Installation Charge</u>	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
Park City	\$650.00	\$300.00	\$300.00	\$300.00
Tooele	\$650.00	\$300.00	\$300.00	\$300.00
Logan	\$650.00	\$300.00	\$300.00	\$300.00
St. George	\$650.00	\$875.00	\$875.00	\$875.00

Virtual Foreign Exchange

Virtual Foreign Exchange is only available when a single switch serves both Foreign Exchange Rate Centers.

Salt Lake City To:

Per DS-0			Per DS-1		
<u>City</u>	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>City</u>	<u>Installation Charge</u>	<u>Monthly Rate</u>
Ogden	\$20.00	\$12.50	Ogden	\$300.00	\$300.00
Provo	\$20.00	\$12.50	Provo	\$300.00	\$300.00
Orem	\$20.00	\$12.50	Orem	\$300.00	\$300.00

Market Expansion Service

	<u>Installation Charge</u>	<u>Monthly Rate</u>
Initial Rate Center	\$ 75.00	\$ 150.00
Each Additional Rate Center	\$ 75.00	\$ 50.00

These rates are in addition to the monthly rate of the service the FX is requested for (i.e. Lines, Basic Business Line, PBX Interface, Trunks and ISDN-PRI).

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10.0 DATA SERVICES

10.1 Application to Data Services

This section contains particular regulations, rates and charges applicable to the provision of Zayo Data Services including Frame Relay, Transparent LAN Service and Asynchronous Transfer Mode (ATM).

10.2 Frame Relay Service

Zayo's Frame Relay product offers an alternative to traditional point-to-point networks for WAN connectivity. Frame Relay service provides multi-point, wide-area connectivity using frame relay packet technology that reduces the connection costs of distributed data networks. This service allows bridges, routers, frame relay access devices and other equipment to connect multiple sites.

The components of Zayo's Frame Relay service for each customer location/site are the connection between the customer's premise and Zayo's nearest point-of-presence at a pre-specified speed, an assigned port on Zayo's frame relay switch, and use of Zayo's frame relay network all the way to the destination point. Frame Relay offers a choice of interface speeds, which can be different for multiple locations. They range from 56K to 1.536 Mbps.

10.3 Transparent LAN Service (TSL)

Transparent LAN (TSL) is a service that connects two or more customer locations at very high speed, typically 10 Mbps to 100 Mbps. TSL service is a full service data connection. Included in the TSL service is point-to-point connectivity, installed customer premise equipment, and the monitoring of the customer's network to ensure connectivity.

TSL allow the Customer to create wide-area networks (WAN) by connecting their campus LAN to a native LAN interface from a public network service provider.

10.0 DATA SERVICES – (cont.)

10.4 Asynchronous Transfer Mode (ATM)

Asynchronous Transfer Mode (ATM) is a high speed service for the delivery of data, voice and video. ATM allows the Customer to connect multiple sites together in a network with a single physical connection at each location, through the use of ATM virtual circuits. Each virtual circuit can provide the unique Quality of Service (QoS) for the applications.

ATM delivers data in 53 byte cells similar to data transport via packets such as frame relay. ATM cell size of 53 bytes is constant and is ideal for mixing services with different characteristics onto a single facility.

10.0 DATA SERVICES – (cont.)

10.5 Initial Rates and Charges

10.5.1 Frame Relay Port

ICI Frame Relay Port
Pricing

Speed	Installation Monthl	
56/64k	\$200	\$133
128k	\$300	\$284
256k	\$300	\$369
384k	\$300	\$464
512k	\$300	\$660
768k	\$400	\$890

ZAYO Frame Relay Port
Pricing

Speed	Installation Monthl	
56/64k	\$200	\$95
128k	\$300	\$205
256k	\$300	\$260
384k	\$300	\$290
512k	\$300	\$335
768k	\$400	\$380

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Zayo Group, LLC
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10.0 DATA SERVICES – (cont.)

10.5 Initial Rates and Charges – (cont.)

10.5.2 Transparent LAN Service Port (TLS)

TLS Port Pricing

Speed	Installation Monthl	
10 Base-T	\$2,000	\$3,350
Eth		
Fast Eth	\$2,000	\$3,350
40		
M Fast	\$2,500	\$6,350
FDDI		
40M	\$2,000	\$3,350
FDDI	\$2,500	\$6,350

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10.0 DATA SERVICES – (cont.)

10.5 Initial Rates and Charges – (cont.)

10.5.3 Asynchronous Transfer Mode (ATM) Port

ATM Port Pricing

Speed	Installation Charge	Monthly Charge
DS1	\$500	\$700
DS3	\$1,500	\$3,000
OC3c	\$2,000	\$6,000

10.0 DATA SERVICES – (cont.)

10.5 Initial Rates and Charges – (cont.)

10.5.4. Permanent Virtual Circuits (PVC)

Full Duplex PVC Pricing

PVC Cost Co Mbps Components per			0 - 1.5 6 M		2 - 4 5 M		50 - 1 40 M	
Region	QoS	Product	CIR/MCR Burst/PCR		CIR/MCR Burst/PCR		CIR/MCR Burst/PCR	
InterLA TA	(CBR)	ATM	\$700.00	\$300.00	\$475.00	\$200.00	\$390.00	\$130.00
	(ABR)	VPL	\$500.00	\$200.00	\$350.00	\$100.00	\$300.00	\$100.00 n/a
	(VBR-nrt)							
	(ABR)	ATM	\$800.00		n/a	n/a		n/a
		Data	\$500.00	\$200.00	\$350.00	\$100.00	\$300.00	\$100.00
IntraLA TA	(CBR)	ATM VPL	\$75.00	\$40.00	\$35.00	\$25.00	\$14.00	\$8.00
	(ABR)	ATM	\$40.00	\$40.00	\$18.00	\$12.00	\$8.00	\$6.00 n/a
	(VBR-nrt)		\$70.00		n/a	n/a		n/a
	(ABR)	Data Frame	\$40.00	\$40.00	\$18.00	\$12.00	\$8.00	\$6.00

* Quality of Service Options:

- Constant Bit Rate (CBR) - Voice and Video
- Variable Bit Rate-real time (VBR-rt) - Compressed Voice
- Variable Bit Rate-non real time (VBR-nrt) - Priority Data
- Available Bit Rate (ABR) - Data

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10.0 DATA SERVICES – (cont.)

10.5 Initial Rates and Charges – (cont.)

10.5.5 NetTrends (Web Based Customer Network Monitoring Tool)

Monthly Charge per PVC: \$10.00

Installation Charge per PVC: \$20.00

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Boulder, CO 80301

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11.0 CUSTOM T-1 SERVICE11.1 Application to Custom T-1 Service

This section contains particular regulations, rates and charges applicable to the provision of Zayo Group, LLC's Custom T-1 Service.

11.2 Description

Custom T-1 Service is designed to assist customers in optimizing the efficiency of their phone system by allowing multiple services to be provisioned over the same T-1. The services offered through Custom T-1 Service, in addition to the Local Exchange Service, include Advantage Dedicated Long Distance, Frame Relay, and Internet over Frame Relay.

11.3 Rates and Charges11.3.1 Advantage Dedicated Long Distance Additive

A minimum number of lines or trunks is required in order to subscribe to a Custom T-1 service additive, and current tariffed Local Exchange Service rates will continue to apply to all lines and trunks in addition to the rates listed for Advantage Dedicated Long Distance.*

Installation Monthly Rate

Per Channel Current tariffed usage rates for Advantage Long Distance

11.0 CUSTOM T-1 SERVICE (cont.)

11.3 Rates and Charges (cont.)

11.3.2 Frame Relay Facility Termination Additive

A minimum number of lines or trunks is required in order to subscribe to a Custom T-1 service additive, and current tariffed Local Exchange Service rates will continue to apply to all lines and trunks in addition to the rates listed for Frame Relay Facility Termination.*

<u>Installation</u>	<u>Monthly</u>
	<u>Rate</u>
\$30.00	\$15.00, plus current tariffed Frame Relay Port charges
	Per Channel

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

12.0 PROMOTIONAL OFFERINGS

12.1 ISDN-PRI Service

During a promotional period from July 3, 2000 through August 31, 2000, business customers subscribing to a 3- or 5-year contract for ISDN-PRI Service will receive a waiver of the installation charge. This waiver is available where service is technically feasible and facilities are available.

12.2 Digital Trunk Service

During a promotional period from September 1, 2000 through September 30, 2000, business customers subscribing to a 1, 2, 3, or 5-year contract for Digital Trunk Service will receive a waiver of the installation charge. This waiver is available where service is technically feasible and facilities are available.

CERTIFICATE OF SERVICE

I, M. Renee Britt CERTIFY that on December 28, 2023, a true and correct copy of the foregoing was served via electronic mail upon the following as indicated below:

Lauren Lantero Lauren.lantero@zayo.com General Counsel, Corporate Zayo Group, LLC	Douglas Denney doug.denney@allstream.com Vice President, Legal & Regulatory Allstream
Patricia Schmid pschmid@agutah.gov Patrick Greco pgreco@agutah.gov Robert Moore rmoore@agutah.gov Utah Assistant Attorneys General	Madison Galt mgalt@utah.gov Division of Public Utilities
Alyson Anderson akanderson@utah.gov	Bela Vastag bvastag@utah.gov
Alex Ware aware@utah.gov	Jacob Zachary jzachary@utah.gov
Office of Consumer Services ocs@utah.gov	

/s/ M. Renee Britt

M. Renee Britt, Senior Paralegal