
ACCESS SERVICE

**This Tariff F.C.C. No. 2 of Zayo Group, LLC supersedes in its entirety
Tariff F.C.C. No. 2 of Electric Lightwave, LLC dba Allstream**

ZAYO GROUP, LLC

REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLICABLE TO INTERSTATE ACCESS SERVICE AS SPECIFIED HEREIN.

ACCESS SERVICE

CHECK SHEET

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ACCESS SERVICE

(Reserved for Future Use)

ACCESS SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access services within the United States by Zayo Group, LLC (hereinafter "The Company").

ACCESS SERVICE

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

The following symbols shall be used in this tariff 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
- M To signify material moved from or to another part of tariff 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
- Z To signify a correction

ACCESS SERVICE

CONTACT INFORMATION

Customer Contact -

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

Corporate Counsel
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, Colorado 80301
Customer Service: 1-866-236-2824
24-Hour Repair (NOC): 1-800-360-4467

Commission Contact -

For complaints, inquiries and matters concerning rates and tariffs.

Legal Department
Attn: Jamie Robak
Zayo Group, LLC
1401 Wynkoop Street
Suite 500
Denver, CO 80202
Phone: (+1) 416-345-3123
Email: jamie.robak@zayo.com

ACCESS SERVICE

1.0 DEFINITIONS

The following definitions are used throughout this tariff.

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. Advance payment 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, 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 that is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): The automatic transmission of a calling party'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.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable the Company to identify the origin of the service User so it may rate and process the call. All authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

ACCESS SERVICE

1.0 DEFINITIONS - (Continued)

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

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

Call Blocking: Restricts the delivery of the calling party's telephone number to a called party's caller identification unit.

Calling Card - A debit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to the debit account of that card. Calls charged to an Company-issued debit travel card will be charged against the debit account.

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Common Carrier - A Company or entity providing telecommunications services to the public.

Company: Zayo Group, LLC, the issuer of this tariff.

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

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 FCC No. 4.

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

mbps: Megabits per second. Denotes millions of bits per second.

ACCESS SERVICE

1.0 DEFINITIONS - (Continued)

Non-listed 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 charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

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 the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written order 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 tariff, except that the duration of the service is calculated from the Service Commencement Date.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User or End User: A Customer or any other person authorize by a Customer to use service provided under this tariff.

ACCESS SERVICE

1.0 DEFINITIONS - (Continued)

(Reserved for Future Use)

ACCESS SERVICE

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 tariff in connection with one-way and/or two-way information transmission between points within the United States.

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 tariff 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.

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 tariffs 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariff 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 tariff.

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariff. 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.

2.6 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 tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

This tariff shall be interpreted and governed by the laws of the United States.

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.7 Non-routine Installation and Special Construction (Continued)

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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.

2.10 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariff 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.11 Liability of the Company (Continued)

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 or 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 tariff or any agreement between the Customer and the Company.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.11 Liability of the Company (Continued)

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariff or any agreement between the Customer and the Company.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariff. 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 tariff, 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.13 Allowance for Interruptions of Service (Continued)

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 tariff 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)2.14 Obligations of the Customer (Continued)

- (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 tariff are interstate 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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.

2.15.2 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 tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.16 Customer Equipment and Channels

2.16.1 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 tariff. 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 tariff.

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 of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.16 Customer Equipment and Channels (Continued)

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 2.16.1 of this tariff.

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.17 Payments (Continued)

- (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.
- (f) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time, the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

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 month's 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 month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.17 Payments (Continued)

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 F.C.C. 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)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 by the Customer for service rendered on the telephone account for which the deposit was collected.

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariffs 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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 tariffs;
- (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
- (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

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.20 Discontinuance of Service (Continued)

2.20.1 With Written Notice to the Customer (Continued)

- (g) for fraudulent obtaining or use of service, including, but not limited to:
- (1) providing false information to 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 tariff;
 - (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 tariff; *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.

2.20.2 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 F.C.C., or any other duly authorized public authority.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.20 Discontinuance of Service (Continued)

2.20.2 Without Written Notice to the Customer (Continued)

- (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.
- (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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.21 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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.

2.24 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 tariff. 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

2.25 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: 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 tariff: 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 tariff 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.

2.26 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.

ACCESS SERVICE

2.0 REGULATIONS (Continued)

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.

ACCESS SERVICE

3.0 RESERVED FOR FUTURE USE

ACCESS SERVICE

3.0 RESERVED FOR FUTURE USE

ACCESS SERVICE

3.0 RESERVED FOR FUTURE USE

ACCESS SERVICE

4.0 END USER ACCESS SERVICE**4.1 Interstate Access Charge**

The Company will provide End User Access Service to subscribers who obtain local telephone exchange service from the Company under its local exchange tariff or under a contractual arrangement. Customers subscribing to the Company local exchange service are subject to the monthly recurring Interstate Access Charge (IAC). IAC rates are listed in the Company's Domestic and International Price List which can be found on the Company's website at: <https://www.zayo.com/policies/us-tariffs/>

Rates are subject to change.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES**5.1 Application to Switched Access Services**

This section contains particular regulations, rates and charges applicable to the provision of Switched Access Services by the Company.

5.2 Explanation of Abbreviations

CCS	Common Channel Signaling
CCSAC	Common Channel Signaling Access Capacity
DLR	Design Layout Report
FGD	Feature Group D
LIDB	Line Information Data Base
PIU	Percent Interstate Usage
SPOI	Signaling Point of Interface
SS7	Signaling System 7
STP	Service Transfer Point
SWC	Serving Wire Center

5.3 General Service Description

Switched Access Service, which is available to Customers for their use in furnishing their own services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to an End User's premises in the LATA where it is provided.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)

5.4 FGD Service Description

FGD Service provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD Service is provided with multi-frequency address signaling or SS7 out of band signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual-tone multi-frequency or dial-pulse address signals will be provide by the Company's equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the switched transport provided.

FGD Service, when used in the terminating direction, may be used to access valid NXX codes served by the Company's switch, community information services of an information provider, and other Customer services (by dialing appropriate codes) when such services can be reached using valid NXX codes. FGD may not be switched, in the terminating direction, to another Trunkside Switched Access Service.

The Company will establish a trunk group or groups for the Customer at the end office switches or access tandem switches where FGD Service is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single group at the option of the Company.

The access code for FGD switching is a uniform access code of the form 10XXX or 101XXXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone service is arranged for presubscription to that Customer.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.4 FGD Service Description (Continued)

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten-digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve-digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0, 00, or 1 + NXX-XXX, NPA + NXX-XXX, 0, 00 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Dialing, 01 + CC NN or 011 + CC + NN.

When the 101XXXX 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.

5.4.1 Unless otherwise ordered by the Customer, the Company will provision Switched Access Services on a Tandem Connect Basis.

5.4.1.1 Tandem Connect: Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's local switch(es). Tandem Connect service utilizes the Company's Common facilities between the Company's local switch(es) and the Customer's tandem provider.

5.4.1.1.1 Where Tandem Connect Basis is ordered from a Company access tandem, the Tandem Transmission Terminating-Tandem End Office rates apply. Where Tandem Connect Basis is ordered from a non-Company access tandem, the Tandem Transmission Terminating – Tandem 3rd Party rates apply.

5.4.1.2 Direct Connect: The Company will provide Direct Connect between the Customer's equipment and the Company's local switch(es). This transmission path is dedicated to the use of a single Customer.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)

5.5 Ordering Procedures

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.

5.5.1 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.

5.5.1.1 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 Trunk Side Switched Access Service arrangement information.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)

5.5 Ordering Procedures (Continued)

5.5.1 Ordering Options for Access Service (Continued)

5.5.1.2 Trunk Side Switched Access Service

For Trunk Side 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.

5.5.1.3 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.

5.5.1.4 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)

5.5 Ordering Procedures (Continued)

5.5.2 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.

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)

5.5.2.1 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.5 Ordering Procedures (Continued)5.5.2 Order Modifications (Continued)5.5.2.1 Design Change (Continued)

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.

5.5.2.2 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.5 Ordering Procedures (Continued)5.5.2 Order Modifications (Continued)5.5.2.2 Service Date Change (Continued)

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.

5.5.2.3 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.6 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.

5.6.1 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 tariff.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.6 Presubscription (Continued)5.6.2 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. All charges assessed by the Company to the End User as a result of the PIC change shall be credited to the End User's service. 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), two nonrecurring charges will be assessed to the unauthorized interexchange carrier, one for the initial PIC change; the second for the change back to the previous primary 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.

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 tariff.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.6 Presubscription (Continued)5.6.3 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.

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 101XXXX 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.

5.6.4 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.7 Billing and Jurisdictional Reporting Requirements

The following requirements are in addition to the terms and conditions contained in the general regulations section of this tariff.

5.7.1 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 bill the Customer based on the actual call detail. Where call detail is insufficient to determine the jurisdiction, the Customer may 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.

When terminating call detail is insufficient to determine the jurisdiction and the customer has not supplied a projected PIU factor, calls will be apportioned using a PIU of 50 (50% interstate - 50% intrastate).

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.

5.7.2 Originating VoIP-PSTN Interexchange Traffic

- (A) Definition & Scope: Originating 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 premise equipment. These Terms & Conditions ("Ts & Cs") govern the identification of toll Originating VoIP-PSTN traffic subject to interstate switched access rates. These Ts & Cs establish the method of distinguishing toll Originating VoIP-PSTN traffic from the Carrier Customer's total originating intrastate access traffic, so that toll Originating VoIP-PSTN traffic will be billed at originating interstate rates.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.7 Billing and Jurisdictional Reporting Requirements (Continued)5.7.2 Originating VoIP-PSTN Interexchange Traffic (Continued)

(B) Calculation and Application of Percent-VoIP-Usage Factor: Upon request by the Carrier Customer, the Company will determine the number of toll originating VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between the Company and the Carrier Customer. Absent a request from the Carrier Customer the Company will charge intrastate originating rates for all intrastate originated traffic.

The PVU will be derived and applied as follows:

1. The Carrier Customer will calculate and furnish to the Company a factor ("PVU-Customer"), along with supporting documentation, representing the percentage of the total originating intrastate access MOU that the Carrier Customer exchanges with the Company in the relevant State, that 1) is sent by the Company and terminates in IP format. This PVU-Customer shall be based on verifiable information such as the number of the Carrier Customer's retail VoIP subscriptions in the relevant State (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (PVU-Company) representing the percentage of the Company's total intrastate access MOU in the relevant State that the Company originates in IP format. This PVU-Company shall be based on the number of the Company's retail VoIP subscriptions in the relevant State as reported on FCC Form 477.
3. After the Company verifies the PVU-Customer factor provided by the Carrier 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 Carrier Customer that is originated or terminated in IP format, whether at the Company's end, at the Carrier Customer's end, or at both ends. The PVU factor will be calculated as: $PVU-Customer + PVU-Company \times (1 - PVU-Customer)$.
4. In the event that the Company cannot verify the Carrier Customer's PVU-Customer factor based upon the information provided by the Carrier Customer, the Company will request additional information to support the PVU-Customer. The Carrier 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 Carrier 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.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.7 Billing and Jurisdictional Reporting Requirements (Continued)5.7.2 Originating VoIP-PSTN Interexchange Traffic (Continued)

(C) PVU Factor Updates: The Carrier Customer may update the PVU-Customer factor or the Company may update the PVU-Company factor quarterly using the method set forth in Section 5.7.2(B), above. If the Carrier 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-Customer factor and supporting documentation. Once verified by the Company the revised PVU-Customer factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

(D) PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Carrier 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 Carrier Customer's end-users originate and terminate calls in IP format, and other information used to determine the Carrier Customer's PVU factor(s) furnished to the Company in order to validate the PVU factor(s) supplied./ The Carrier 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.
2. The Company may dispute the Carrier Customer's PVU factor(s) based upon:
 - a) A review of the requested data and information provided by the Carrier 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.
3. If, after review of the data and information, the Carrier 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.

5.7.3 Obligation to Pay

If the Customer accepts traffic from the Company, the Customer has an obligation to pay the originating access charges set forth in this tariff for that traffic. Likewise, if the Customer delivers traffic to the Company for termination, the Customer has an obligation to pay the terminating access charges set forth in this tariff.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)

5.8 Rates

5.8.1 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.

5.8.2 Rate Categories

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

5.8.2.1 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 interstate telecommunications service.

5.8.2.2 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 in a Tandem Connect arrangement.

5.8.2.3 Local Switching Service

Local Switching Service provides the local switching and associated functions necessary to complete transmission of communications to and from end users served by the Company's switch(es). The local switching rate applies to all interstate access minutes of the Customer that originate and terminate at the Company's switch.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.2 Rate Categories (Continued)5.8.2.4 Direct Connect Service

The Direct Connect rate category is comprised of, but no limited to, monthly entrance facility and/or transport charges as determined on an ICB basis. Carrier Common and Local Switching Service charges apply as described herein.

5.8.2.5 800 Data Base Access Service

800 Data Base Access Service is an originating service utilizing Trunk Side access which provides for the forwarding of end user dialed 8XX-NXX-XXXX calls to a Customer based on the dialed 8XX number. When an 8XX-NXX-XXXX call is originated by an End User, the Company will perform a query to determine the Customer based on screening of the full ten-digits of the 800 number.

The 800 Data Base charge applies per 800 call.

5.8.3 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 it's 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 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.

5.8.4 Carrier Common Line Service Rates

	<u>Rate Per Access Minute</u>
Terminating, per access minute	\$0.00
Originating, per access minute	\$0.00

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.5 Local Transport RatesRate per Minute

5.8.5.1 California

(A)	Tandem Switched Facility Rate applies per access minute per mile	
	Originating Non-8YY	\$0.000000
	Terminating – Tandem 3 rd Party	\$0.000015
	Terminating Tandem End Office	\$0.000000
(B)	Tandem Switched Termination Rate applies per access minute	
	Originating Non-8YY	\$0.000000
	Terminating – Tandem 3 rd Party	\$0.000075
	Terminating Tandem End Office	\$0.000000

5.8.5.2 Nevada

(A)	Tandem Switched Facility Rate applies per access minute per mile	
	Originating Non-8YY	\$0.000000
(B)	Tandem Switched Termination Rate applies per access minute	
	Originating Non-8YY	\$0.000000
	Terminating – Tandem 3 rd Party	\$0.000120
	Terminating Tandem End Office	\$0.000000

5.8.5.3 Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming

(A)	Tandem Switched Facility Rate applies per access minute per mile	
	Originating Non-8YY	\$0.000030
	Terminating – Tandem 3 rd Party	\$0.000030
	Terminating Tandem End Office	\$0.000000
(B)	Tandem Switching Rate applies per access minute per tandem	
	Originating Non-8YY	\$0.002252
	Terminating – Tandem 3 rd Party	\$0.002252
	Terminating Tandem End Office	\$0.000000

Rates contained in this transmittal are subject to retroactive adjustments if the FCC or court reconsiders, repeals or overturns rules adopted in the FCC 8YY Order FCC 20-143.

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ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.5 Local Transport Rates (Continued)

(C)	Tandem Switched Termination Rate applies per access minute	
	Originating Non-8YY	\$0.000240
	Terminating – Tandem 3 rd Party	\$0.000240
	Terminating Tandem End Office	\$0.000000
(D)	Transport Interconnection Charge Rate applies per access minute	\$0.00
(E)	Common Transport Multiplexing Originating Non-8YY	\$0.000036
	Terminating – Tandem 3 rd Party	\$0.000036
	Terminating Tandem End Office	\$0.000000

Rate per Minute
or Fraction Thereof

5.8.6 Local Access Rates

5.8.6.1 California

(A)	Originating Non-8YY End Office Switching, per minute	\$0.000000
(B)	Originating Non-8YY End Office Shared Port, per minute	\$0.000000
(C)	Originating 8YY End Office Switching, per minute	\$0.000000
(D)	Originating 8YY End Office Shared Port, per minute	\$0.000000

Rates contained in this transmittal are subject to retroactive adjustments if the FCC or court reconsiders, repeals or overturns rules adopted in the FCC 8YY Order FCC 20-143.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.6 Local Access Rates (Continued)

5.8.6.2 Nevada

(A)	Originating Non-8YY End Office Switching, per minute	\$0.000000
(B)	Originating Non-8YY End Office Shared Port, per minute	\$0.000000
(C)	Originating Non-8YY Feature Group Transitional, per minute	\$0.000000
(D)	Originating Non-8YY Basic Service Arrangement, per minute	\$0.000000
(E)	Originating 8YY End Office Switching, per minute	\$0.000000
(F)	Originating 8YY End Office Shared Port, per minute	\$0.000000

5.8.6.3 Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming

(A)	Originating Non-8YY End Office Switching, per minute	\$0.001974
(B)	Originating Non-8YY End Office Shared Port, per minute	\$0.000747
(C)	Originating 8YY End Office Switching, per minute	\$0.000000
(D)	Originating 8YY End Office Shared Port, per minute	\$0.000000

Rates contained in this transmittal are subject to retroactive adjustments if the FCC or court reconsiders, repeals or overturns rules adopted in the FCC 8YY Order FCC 20-143.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.7 800 Data Base AccessPer Call

5.8.7.1 California

(A) 800 Carrier Identification Charge \$0.000200

5.8.7.2 Nevada

(A) 800 Carrier Identification Charge \$0.000200

5.8.7.3 Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming

(A) 800 Carrier Identification Charge \$0.000200

5.8.8 Service Date Change ChargePer Order Non-Recurring Charge
\$40.005.8.9 Design Change ChargePer Order Non-Recurring Charge
\$50.005.8.10 Expedited Order ChargePer Order Non-Recurring Charge
\$35.005.8.11 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

Rates contained in this transmittal are subject to retroactive adjustments if the FCC or court reconsiders, repeals or overturns rules adopted in the FCC 8YY Order FCC 20-143.

ACCESS SERVICE

5.0 SWITCHED ACCESS SERVICES (Continued)5.8 Rates (Continued)5.8.12 Presubscribed Interexchange Carrier Charge

	<u>Non-Recurring Charge</u>
Business, Multiline	
Oregon	\$0.00
Washington	\$0.00
Centrex, per Station Line	
Oregon	\$0.00
Washington	\$0.00

5.8.13 Common Channel Signaling Access Capability, Message Charge, ISUP

	<u>Per call set-up request</u>
Signal Formulating, Terminating	\$0.000584
Signal Transport, Terminating	\$0.000394
Signal Switching, Terminating	\$0.000819