

GENERAL CUSTOMER SERVICES PRICE LIST
FOR THE
STATE OF OHIO

This Price List applies to Business Tier 2 Services and Interexchange Services furnished by Zayo Bandwidth, LLC (“Company”) between one or more points in the State of Ohio.

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
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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 regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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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 Non Residential intrastate, local exchange and interexchange telecommunications services by Zayo Bandwidth, LLC, hereinafter referred to as the Company, to Customers in the State of Ohio. The Company will provide local exchange service only in the exchanges in which it has an approved interconnection or resale agreement with the incumbent local exchange carrier.

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DEFINITIONS

Certain terms used generally throughout this price list are defined below.

Advance Payment: Part or all of a payment required before the start of service.

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

Call Forwarding: Allows an incoming call to be sent elsewhere.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

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DEFINITIONS (Cont'd)

Call Transfer: Allows a station line user to transfer any established call to another station line in outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also pr a hold feature that is activated by a switchhook flash.

Central Office: A local telephone company switching system where telephone exchange customer loops are terminated for purposes of interconnection to each other and to trunks.

Collocation Point: Central Offices where Company has installed equipment and connected to the In Local Exchange Carrier (ILEC) network so that Company can connect to end-user Customers served the particular Central Office via leased unbundled network element loops (UNE loops).

Following is a list of Central Offices in which Company is collocated. The list includes the name, address, and reference code (CLLI) for each Central Office from which Company provides services under price list. The provision of services to a Customer under this price list, except for those services provided to OnNet Customers and Resold-Only Customers, depends upon the existence of a collocation point that serves the Customer area.

City	Address	CO Name	CLLI Code
AKRON	50 w. Bowery St	Akron-Blackstone	AKRNOH25
AKRON	1600 W. Market	Akron-University	AKRNOH86
AKRON	208 Portage Trail E	Cuyahoga Falls	CYFLOH92
TOLEDO	121 N Huron St	Toledo 21	TOLDOH21
TOLEDO	2414 W Sylvania Ave	Toledo 47	TOLDOH47
TOLEDO	3332 Dorr St	Toledo 53	TOLDOH53

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Zayo Bandwidth, LLC the issuer of this price list.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this price list. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

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DEFINITIONS (Cont'd)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Duplex Service: Service that 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.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport 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.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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DEFINITIONS (Cont'd)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue 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 extended by the Customer's refusal to accept service that 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 request for Network 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.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish Non-Residential 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 Ohio.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.3 Terms and Conditions (cont'd)

- (C) At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon 7 days written notice to the Customer if
 - (1) the Customer is using the service in violation of this price list; or
 - (2) the Customer is using the service in violation of the law.
- (F) This price list shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (G) Incumbent local exchange carriers and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Liability of the Company

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5((MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills and disconnection and reconnection of service.

- (A) Unless otherwise determined by the Commission and, except where provided for in the MTSS. this price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer 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 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.
- (B) The Company shall not be liable for any delay or failure of performance or 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 governments having or claiming jurisdiction over the Company, or of any department, 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, lock-outs, work stoppages, or other labor difficulties.
- (C) Unless otherwise determined by the Commission, and except where provided for in the MTSS., the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for 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.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Liability of the Company (cont'd)

- (E) 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) 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.
- (J) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification, of at least three (3) days, 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 preventative 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 an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.6 Provision of Equipment and Facilities

- (A) 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.

In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.

- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- (C) The 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 the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from any equipment or facilities associated with the Company's provision of service to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 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. If installation 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. The Customer shall be provided with an estimate of any such additional charges prior to performance of non-routine installation or maintenance.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts 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 the Company would normally utilize in the furnishing of its services;
- (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 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.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors.

REGULATIONS (Cont'd)2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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REGULATIONS (Cont'd)2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price list;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, 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;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the 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 maybe 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;
- (E) 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's 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;

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REGULATIONS (Cont'd)2.3 Obligations of the Customer (cont'd)2.3.1 General (cont'd)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); 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 the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) 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.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (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 the agreement between the Customer and the Company.

REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

A User 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 User 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.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) 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 voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (cont'd)2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication 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 price lists of the other communications carriers that 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.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 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 in Section 2.4.2(B) 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.

REGULATIONS (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this price list. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the price list. Any such line item charges will be reflected in the Company's price list. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Retail Rules.

REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.2 Billing and Collection of Charges

- (A) In the case of Non residential service, Non-recurring charges are due and payable from the Customer within 30 days after the date an invoice is mailed to the Customer by the Company.
- (B) In accordance with Minimum Telephone Service Standards Rule 15 of MTSS, the Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.
- (F) For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.
- | | |
|--------------------|---------|
| Returned check fee | \$25.00 |
|--------------------|---------|
- (G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.3 Deposits

- (A) The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) After 12 months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits. Interest will be paid at a rate of not less than three percent (3%) for deposits held for one hundred eighty days or longer.

- (C) Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.4 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, upon 7 days written notice, discontinue or suspend service without incurring any liability.
- (B) Disconnection notices issued by the Company must inform the Subscriber facing disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of its local service. The Company will not disconnect its local services due to the Customer's failure to pay outstanding toll charges.
- (C) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (D) 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, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5 (A), 2.5.5(B) or 2.5.5(C), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.5 Disconnection of Service Other Than Toll Service

- (A) For purposes of this section, all regulated telephone service provided by the Company, except toll service (if any) shall be defined as local service.
- (B) The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the minimum telephone service standards.
 - (1) Disconnection notices issued by the Company must inform the Subscriber facing local service disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of local service. It must also inform the Subscriber of the Company's legal obligation to provide "local only" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (C) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (D) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first, before being applied by the Company to any toll charges and will be apportioned to regulated telephone service first, before being applied to charges for non regulated services.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) 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 period begins when the Customer reports, or the Company discovers, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

(C) (cont'd)

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited a pro-rata portion of the monthly charges.

Over 48 Hours and Less Than 72 Hours. Interruptions over 48 hours and less than 72 hours will be credited 1/3 of one month's recurring charges.

Over 72 Hours Interruptions over 72 hours will be credited one month's recurring charges.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

The Company may be permitted by the Commission to obtain a grace period of an additional 48 hours in each exchange where otherwise a customer adjustment would accrue due to an extreme, unique or unforeseeable weather-related incident.

REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service2.6.2 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, joint user, or other common carrier providing service connected to the service of the Company;
- (B) except as provided for in price list Section 2.1.4(c), interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) 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;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any 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;
- (G) except as provided for in price list Section 2.1.4(c), interruption of service due to circumstances or causes beyond the control of Company; and
- (H) interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

No credit will be made for interruptions in local exchange service which

- (A) occur as the result of a negligent or willful act on the part of the Subscriber;
- (B) occur as the result of a malfunction of Subscriber-owned telephone equipment;
- (C) occur as the result of acts of God, military action, wars, insurrections, riots or strikes; or
- (D) are extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

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REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus
- (D) the difference between a Customers term rates and the Company's month-to-month rates times the actual length of service.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (B) pursuant to any financing, merger or reorganization of the Company.

REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS (Cont'd)2.10 Customer Liability for Unauthorized Use of the Network2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when 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.

2.10.2 Liability for Unauthorized Use

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

APPLICATION OF RATES3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

3.2.1 Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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APPLICATION OF RATES (Cont'd)3.3 Rates Based Upon Distance

3.3.1 Where charges for a service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

(B) The airline distance between any two Rate Centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA price list referenced in Section 3.3.1(A).
- (2) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (7) FORMULA=

$$\frac{(V1-V2)^2+(H1-H2)^2}{10}$$

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SERVICE AREAS4.1 Service Areas Map4.2 Basic Local Calling Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

ExchangeExchange Areas in Local Service Area

Akron Exchange

Akron, Greensburg, Hartville, Kent, Manchester, Mogadore, Uniontown, Montrose, Doylestown, Peninsula, Rittman, Sharon Center, Wadsworth, Hudson (342, 650 & 655 exchanges only)

Toledo Exchange

Toledo, Holland, Maumee, Perrysburg, Whitehouse, Metamora, Temperance, MI, Swanton, Grand Rapids, Curtice-Oregon, Stony Ridge, Erie, MI, Woodville, Genora, Elmore, No. Sylvania, MI, Waterville, Moline, Lost Peninsula, MI, Richfield Center-Berkey, Lambertville Whitford, MI

4.3 Extended Local Calling AreasExchangeExchange Areas in Local Service Area

Akron

Rootstown, Atwater, Ravenna, N. Canton, Richfield

Toledo

Delta, Luckey, Haskin-Totogonany

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EXCHANGE ACCESS SERVICE5.1 General

5.5.1 Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access 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 tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service - 4 or more access lines⁽¹⁾

¹ Basic Line Service are not available for less than 4 lines.

EXCHANGE ACCESS SERVICE (Cont'd)5.2 Basic Line Service*⁽¹⁾

Basic Line Service provides a Business Customer with a four or more, voice-grade telephonic communications channel that can each be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below. Optional features are set forth in Section 5.3 of the price list. Non-recurring and monthly recurring rates per Basic Line are specified in Section 11.1.1 and 11.7 of the Price List.:

*The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as defined in Section 1, Definitions.

- (1) Service to Basis Line Customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administration Code.

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EXCHANGE ACCESS SERVICE (Cont'd)5.3 Custom Local Area Signaling Services (CLASS)5.3.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touchtone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semi-public payphones of Company will be equipped with Per Call Blocking.

5.3.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

5.3.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to- Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "1 ". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls maybe held in queue for the Customer's Call Return activation. The callbacks may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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LOCAL CALLING SERVICE6.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

6.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 7.3 following.

6.1.2 Expanded Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional call to the Basic Local Calling Area will be charged as specified in Section 6.2.1 (A) following. All calls to the Expanded Local Calling Area² will be charged a per call setup and per minute access charge as specified in Section 6.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 7.3 following.

(A) Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.

Night/Weekend All other days, times, and holidays.

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

¹ Except calls to other telephone companies¹ caller paid information services (e.g. NPA900, NXX976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

INTRALATA CALLING SERVICE7.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling

Area but within the same state and LATA.

7.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>	<u>Discount Applicable</u>
Day	8:00 A.M.	12:00 P.M.	Mon. - Fri.	0%
	1:00 P.M.	5:00 P.M.	Mon. - Fri.	0%
Evening	5:00 P.M.	11:00 P.M.	Mon. - Fri.	25%
Night/ Weekend	All other times			50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

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INTRALATA CALLING SERVICE (Cont'd)

7.3 Rates

Rates for IntraLATA Calling service are specified in Section 11.3 of the Price List.

7.4 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 11.3.2 of the Price List.

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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MISCELLANEOUS SERVICES

8.1 Service Implementation

8.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.1.2 Rates

Service implementation rates are specified in Section 11.4.1 of the Price List

8.2 Restoration of Service

8.2.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable after the re-establishment of the suspended service and facilities.. The restoration charge does not apply when, after disconnection of service, service is later re-established.

8.2.2 Rates

Rates for restoration of service are specified in Section 11.4.2 of the Price List.

8.3 Custom Calling Service

Rates for business custom calling services are specified in Section 11.4.5 of the Price List.

SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

9.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:

SPECIAL ARRANGEMENTS9.1 Special Construction (Cont'd)9.1.2 Termination Liability (Cont'd)(B) (Cont'd)

(1) Cost of installation of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,

(b) engineering, labor and supervision,

(c) transportation, and

(d) rights-of-way;

(2) license preparation, processing, and related fees;

(3) price list preparation, processing, and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

(C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2(B) preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

(D) Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

SPECIAL ARRANGEMENTS9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Such ICBs will be filed with and approved by the Public Utilities Commission of Ohio under the Retail Rules.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs.

- (A) Introduce New Services - The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- (B) Respond to Competitive Offers - The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

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INTEREXCHANGE SERVICE10.1 Rates Charged Based on Timing of Calls

The Company will offer interexchange services throughout all 88 counties in the State of Ohio. Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply:

10.1.1 When Billing Charges Begin and Terminate For Phone Calls.

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

10.1.2 Billing Increments

Unless otherwise specified in this price list, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments.

10.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

10.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

INTEREXCHANGE SERVICE10.2 Rates Based Upon Calculation of Distance

Where the charges for service are specified based upon distance, the following rules apply:

10.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

10.2.2 The airline distance between any two Rate Centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (B) above.

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INTEREXCHANGE SERVICE10.2 Application of Rates (Cont'd)10.2.2 Rates Based Upon Calculation of Distance (Cont'd)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained This is the airline mileage.

(G) Formula=
$$\sqrt{\frac{(V1 - V2)^2 + (11 - 112)^2}{10}}$$

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INTEREXCHANGE SERVICE10.3 Service Offerings10.3.1 Long Distance Service (LDS)(A) Description

Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio. Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of Section 11.6.1 of this price list.

LDS calls will be billed in 6 second increments with an initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS* is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Switched Long Distance Service is available only when a customer also receives local exchange service from Zayo Bandwidth. Switched Long Distance Service is not available on a Standalone basis as defined in Section 1 of the price list

INTEREXCHANGE SERVICE10.3 Service Offerings (Cont'd)10.3.1 Long Distance Service (LDS) (Cont'd)(B) Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, and intraLATA. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

(C) Discounts

The discounts described in Section 11.5 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

(D) Rates

The rates for Long Distance Services are provided in Section 11.5.

INTEREXCHANGE SERVICE10.3 Service Offerings (Cont'd)10.3.2 Miscellaneous Services(A) Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 11.6.1. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

10.3.3 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing price list offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this price list.

INTEREXCHANGE SERVICE10.4 Toll Blocking Policy

Company, when providing toll service, may “universally” block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

- 10.4.1 Under the terms of the Selective Access Policy, Company when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio’s (PUCO) rules, or
 - (b) Company, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUC’s rules), or
 - (c) Company, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO’s credit establishment policies and/or are not set forth within a PUCO approved price list.
- 10.4.2 When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Company as his or her 1+ carrier of choice, Company may, subject to our price listed toll deposit policies and the Commission’s rules on establishment of service (See MTSS, require a deposit for toll service. This deposit shall be in accordance with the MTSS., but Company, may negotiate a lower deposit.
- 10.4.3 Company may furnish credit information, acquired from Company’s own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- 10.4.4. Upon payment by the customer of all past due toll debt to Company will remove the block and all 1 + dialing capabilities, including 10-XXX, will be restored.

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PRICE LIST

11.1 Exchange Access Service

11.1.1 Basic Line Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>	
		<u>4 Lines</u>	<u>5+Lines</u>
<u>Akron</u>	*		
Basic Business Line Measured Per Line		\$18.65	\$17.70
Basic Business Line Message Per Line		\$23.91	\$17.90
Basic Business Line Flat Per Line		\$30.00	\$28.50
<u>Toledo</u>			
Basic Business Line Measured Per Line		\$18.65	\$17.70
Basic Business Line Message Per Line		\$23.91	\$17.90
Basic Business Line Flat Per Line		\$30.00	\$28.50

*Non Recurring rates are available at Section 11.7.

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PRICE LIST (Cont'd)11.2 Local Calling Service

11.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

11.2.2 Monthly Message Allowance

	Basic Calling	Extended Calling
<u>Type of Service</u>	<u>Area</u>	<u>Area</u>
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A

*Additional message charge of \$0.073 for each message over monthly allowance.

11.2.3 Extended Calling Area - The following usage charges apply to points in the Customer's Extended Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
0 - 10 (Local)	\$0.0400	\$0.0100
11 - 22	\$0.0450	\$0.0150
23 - 55	\$0.0500	\$0.0200

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PRICE LIST (Cont'd)11.3 Intralata Calling Service11.3.1 Rates

<u>MILEAGE</u>	<u>FIRST MINUTE</u>	<u>ADDITIONAL MINUTE</u>
0 - 10	\$0.19	\$0.16
11 - 22	\$0.25	\$0.21
23 - 55	\$0.28	\$0.20
56 - 124	\$0.28	\$0.20
125+	\$0.28	\$0.20

11.3.2. IntraLATA Presubscription Change Charge

Per business line, trunk or port:	<u>NRC</u>
Manual Change	\$5.00
Automatic Change	\$1.25

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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PRICE LIST (Cont'd)

11.4 Miscellaneous Services

11.4.1 Service Implementation

Non-Recurring

per service order \$62.85

11.4.2 Restoration of Service

Non-Recurring

per occasion \$62.85

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PRICE LIST (Cont'd)11.4 Miscellaneous Services (Cont'd)11.4.5 Custom Calling Service

	<u>Monthly</u>
(a) Call Waiting	\$7.50
(b) Call Forwarding Variable	\$4.00
(c) Three-Way Calling	\$4.00
(d) Repeat Dialing	\$4.00
(e) Call Return	\$4.00
(f) Caller ID	
- Standard	\$6.50
- With Name Enhancement	\$2.50
(g) Busy Line Transfer	
- Standard	\$0.75
- Customer Control Option	\$1.00

Per-Use/Temporary Features:

	<u>Per Use</u>
(a) Three-Way Calling	\$0.75
(b) Repeat Dialing	\$0.75
(c) Call Forwarding (Temporary)	\$0.90

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PRICE LIST (Cont'd)11.5 Long Distance Service (LDS)11.5.1 Outbound Switched LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$1570	\$1540	\$1520	\$1500
\$500.00-1,499.99	\$1490	\$1460	\$1440	\$1420
\$1,500.00-2,999.99	\$1410	\$1380	\$1360	\$1340
\$3,000.00-9,999.99	\$1330	\$1310	\$1300	\$1290
\$10,000.00-19,999.99	\$1280	\$1260	\$1250	\$1240
\$20,000+	ICB*	ICB*	ICB*	ICB*

11.5.2 Outbound Dedicated LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$0890	\$0870	\$0860	\$0850
\$5,000.00-16,999.99	\$0840	\$0820	\$0810	\$0800
\$17,000+	ICB*	ICB*	ICB*	ICB*

* These ICBs were found in contracts on file and approved by the Commission. All contracts will be filed with the Commission for approval.

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PRICE LIST (Cont'd)11.7 Charges for Connecting or Changing Service

	<u>Non-Recurring</u>
Line Connection Charge	
Applies per exchange access line or trunk,	
First Line/Trunk	\$61.59
Additional Line/Trunk (each)	\$36.60
Line Change Charge	
Applies per exchange access line or trunk	
First Line	\$30.15
Additional Line (each)	\$30.15
Premises Work Charge	
Per Hour, 1 Hour minimum	\$80.00
Record Order	\$16.00
Add/Change Order	\$33.62
Move Service Address (1st Line/Trunk)	\$61.59
Move Service Address (each Add'l Line/Trunk)	\$36.60

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