

ZAYO GROUP, LLC

**INTRASTATE TELECOMMUNICATIONS
SERVICE TARIFF
BETWEEN POINTS WITHIN THE STATE OF MARYLAND**

**THIS TARIFF CANCELS AND REPLACES IN ITS ENTIRETY MD P.S.C. NO. 1
CURRENTLY FILED BY ZAYO BANDWIDTH, LLC**

Issued: January 31, 2011

Effective: April 27, 2011

Issued by:
Peter Chevalier, Associate General Counsel
400 Centennial Parkway, Suite 200
Louisville, CO 80027

TARIFF FORMAT**A. Page Numbering**

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between the pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.

C. Paragraph and Numbering Sequence

There are four levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1

D. Check Sheets

When a tariff filing is made with the Commission, an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

The pages of this Tariff are effective as of the date shown below. Original pages comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revisions</u>
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original

* Indicates new or revised page with this filing.

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TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	
TARIFF FORMAT	1
CHECK SHEET	2
TABLE OF CONTENTS	3
1. GENERAL	4
1.1 Explanation of Symbols used in this Tariff	4
1.2 Application of Tariff	4
1.3 Services Offered	4
1.4 Definitions	5
2. REGULATIONS	7
2.1 Undertaking of the Company	7
2.2 Terms and Conditions	8
2.3 Liability of Company	10
2.4 Credit Allowances for Interruptions in Service	12
2.5 Provision of Equipment and Facilities	13
2.6 Prohibited Uses	14
2.7 Specific Obligations of the Customer	15
2.8 Termination	17
2.9 Payment Arrangements	20
2.10 Restoration of Service	23
3. DESCRIPTION OF SERVICE	24
3.1 Trial Services	24
3.2 Promotional Offerings	24
3.3 Individual Case Basis Offerings	24
4. RATES AND CHARGES	25
5. COLLOCATED INTERCONNECTION	33

1. GENERAL**1.1 Explanation of Symbols used in this Tariff**

- (I) To signify increased rate.
- (C) To signify changed regulations.
- (D) To signify discontinued rate, regulation or text.
- (M) Move from one page to another with no change in rate, regulation or text.
- (N) Signifies a new rate, regulation or text.
- (O) Signifies a rate, regulation or text transferred to obsolete tariff section.
- (R) Signifies a reduction.
- (S) Signifies a matter already appearing in another part of the tariff and repeated for clarification.
- (T) Signifies a change in text but no change in rate or regulation.
- (U) General Service Equipment Code (GSEC) added or changed only.

1.2 Application of Tariff

This Tariff applies to the intrastate services supplied to Customers for origination and termination of traffic to and from the facilities and wire centers of Zayo Group, LLC ("Company").

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origin and termination are located within the State of Maryland.

1.3 Service Offered

The Company's service territory is the entire State of Maryland. Company is a facilities based provider of wholesale services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Maryland. Company may also lease its dedicated and private line communications infrastructure to enterprise customers for high-bandwidth, secure voice, video and data networks.

1. GENERAL (Cont'd)**1.4 Definitions**

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

Access Services - The Company's intrastate communications services offered pursuant to this tariff.

Application for Service - An application that includes all pertinent billing, technical and other descriptive information that will enable the Company, Zayo Group, LLC, to provide the specified communications services.

Authorized User - A person, firm, corporation or other entity authorized by the Customer to receive or send communications. Where the term "Customer" is used throughout this Tariff it is considered to also include an Authorized User.

Channel or Circuit - A communications path or paths between two or more points

Commission - Maryland Public Service Commission.

Company - Zayo Group, LLC

Customer - The person, firm, corporation, or other entity which orders service under this Tariff and which is responsible for the payment of charges and for compliance with the Company's regulations.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Data - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

DS-3 - Digital Signal Level 3 service, a 44.735 Mbps signal.

Expedite - A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FCC - Federal Communications Commission

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Installation - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

Installation Charge - A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interruption - A condition whereby the service or portion of service is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative, and ending at the time of restoration.

1. GENERAL (Cont'd)**1.4 Definitions (Cont'd)**

Intrastate Service - Provides for a point-to-point communications path between a Customer's premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

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 Company Association, Inc. Tariff F.C.C. No. 4.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Non-recurring Charges - One time charges.

Off-Net - An originating or terminating point on non-Company owned or company leased facilities.

On-Net - An originating or terminating point on Company owned facilities

Physical Change - The modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

Premises - The space designated by a Customer at its, or its Authorized User's, place or places of business for termination of Company service whether for the Customer's or its Authorized User's communications needs.

Nonrecurring Charge - A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order - The written request for dedicated 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, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

Service Point of Demarcation - The location or locations where the Company's equipment is interconnected with the facilities provided by the Customer.

2. REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish dedicated point to point access in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other Companies or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.
- 2.1.3 The obligation of the Company to furnish service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this Tariff. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of a lack of facilities or due to any other cause beyond the Company's control.
- 2.1.4 Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company shall only be responsible for installation, operation and maintenance of the service it provides and the Company 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.
- 2.1.5 The Company reserves the right, upon written notice, to discontinue furnishing service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the service in violation of the provisions of this Tariff, an ICB arrangement, or applicable law.

2. REGULATIONS (Cont'd)**2.2 Terms and Conditions**

- 2.2.1 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis.
- 2.2.2 Service Orders. 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 Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 Expiration of Service Order. At the expiration of the initial term 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 Tariff 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.
- 2.2.4 Installation. The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00 PM and under normal non-hazardous working conditions.

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.

2. REGULATIONS (Cont'd)**2.2 Terms and Conditions (Cont'd)****2.2.5 Inspection and Testing.**

2.2.5.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the service at any time, without liability to Company, because of Customer's departure from any of the Tariff requirements.

2.2.5.2 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 (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.2.5.3 Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made. The Company may interrupt the service at any time, without liability, because of Customer's departure from any of the rules and regulations in this Tariff.

2.2.6 **Continuity of Service.** 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 preventative maintenance.

2.2.7 **Ownership of Facilities.** Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

2.2.8 **Transfers and Assignments.** The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of Company.

2.2.9 **Use of Service or Channels for Unlawful Purpose.** The services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose.

2.2.10 **Conflict between Tariff and Service Order.** Except as provided for in Section 3.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

2. REGULATIONS (Cont'd)**2.3 Liability of Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting Company, underlying Company or local exchange Company except where Company contracts the other Company; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating Companies shall be deemed to be agents or employees of the Company except where contracted by the Company.

2. REGULATIONS (Cont'd)**2.3 Liability of Company (Cont'd)**

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2. REGULATIONS (Cont'd)**2.4 Credit Allowances for Interruptions in Service**

- 2.4.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Company agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

Credit allowances for interruption of Service which are not due to the Company's inspection or testing, to the negligence or willful misconduct of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowance for failure of service starts when Customer notifies Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer. Credits must be requested by the Customer in writing within thirty (30) days after the interruption and may be applied to any amounts then owed by the Customer to the Company.

For the purposes of credit computation, every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/30th of the monthly recurring charge for the services affected for each day or fraction thereof that the interruption continues. No credit shall be given for an interruption of less than twenty-four (24) hours. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period in which the service provided by the Company was rendered useless or substantially impaired.

Without limiting any other provision of this Tariff, no credit allowance will be made for:

- (1) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Tariff by the Customer;
- (2) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (3) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (4) interruption 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; and
- (5) interruption of service during a time period in which the Company provides a satisfactory replacement service.

2. REGULATIONS (Cont'd)**2.5 Provision of Equipment and Facilities**

- 2.5.1 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.
- 2.5.2 The Company shall use reasonable efforts to maintain 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.
- 2.5.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.5.4 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.
- 2.5.5 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 the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.5.6 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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (a) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by customer-provided equipment.
- 2.5.7 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction 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 nor other requirement for the facilities so constructed;
 - b) Of a type other than that which the Company would normally utilize in the furnishing of service;
 - c) Over a route other than that which the Company would normally utilize in furnishing of its services;
 - d) In a quantity greater than that which the Company would normally construct;

2. REGULATIONS (Cont'd)**2.6 Prohibited Uses**

- 2.6.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.6.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.6.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.6.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.6.3 Interference with or Impairment of Service
- Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
- 2.6.4 Telephone Solicitation by Use of Recorded Messages
- 2.6.4.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2. REGULATIONS (Cont'd)**2.7 Specific Obligations of the Customer**

- 2.7.1 The customer shall be responsible for:
- 2.7.1.1 The payment of all applicable charges pursuant to this tariff;
 - 2.7.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - 2.7.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
 - 2.7.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
 - 2.7.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
 - 2.7.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2. REGULATIONS (Cont'd)**2.7 Specific Obligations of the Customer (Cont'd)**

- 2.7.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.7.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, 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
 - 2.7.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.
- 2.7.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.7.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications Company's only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.7.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.7.6 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.7.7 Overcharge/Undercharge
- 2.7.7.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.
 - 2.7.7.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2. REGULATIONS (Cont'd)**2.8 Termination****2.8.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.8.1.1 **Hazardous Condition.** For a condition on the customer's premises determined by the Company to be hazardous.
- 2.8.1.2 **Adverse Effect on Service.** Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.8.1.3 **Tampering With Company Property.** Customer's tampering with equipment furnished and owned by the Company.
- 2.8.1.4 **Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.8.1.5 **Illegal use of Service.** Customer's use of service or equipment in a manner to violate the law.

2.8.2 Denial of Service Requiring Notice

2.8.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

- (A) **Non-compliance with Regulations.** For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- (B) **Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
- (C) **Refusal of Access.** For failure of the customer to permit the Company to have reasonable access to its equipment.

2. REGULATIONS (Cont'd)**2.8 Termination (Cont'd)**

2.8.2. Denial of Service Requiring Notice (Cont'd)

2.8.2.1 (Cont'd)

(D) Non-payment of Bill.

- (D)(1) For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
- (D)(2) In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- (D)(3) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- (D)(4) Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- (D)(5) Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- (D)(6) Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2. REGULATIONS (Cont'd)

2.8 Termination (Cont'd)

2.8.3. Insufficient Reasons for Denial of Service

2.8.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

- (A) Failure of a prior customer to pay for service at the premises to be serviced;
- (B) Failure to pay for a different class of service for a different entity;
- (C) Failure to pay the bill of another customer as guarantor of that bill;
- (D) Failure to pay directory advertising charges;
- (E) Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
- (F) Failure to pay an outstanding bill that is over 7 years old, unless the:
 - (F)(1) Customer signed an agreement to pay the outstanding bill before the expiration of this period;
 - (F)(2) Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
 - (F)(3) Outstanding bill is for service obtained by the customer by means of an application made:
 - (i) In a fictitious name,
 - (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
 - (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
 - (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.8.3.2 This regulation applies to both residential and nonresidential classes of service.

2. REGULATIONS (Cont'd)**2.9 Payment Arrangements**

- 2.9.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.9.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.9.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.9.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.
- 2.9.5 The Company agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.9.6 In order to establish credit, the Company may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.9.6.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
 - 2.9.6.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
 - 2.9.6.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.9.6.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2. REGULATIONS (Cont'd)**2.9 Payment Arrangements (Cont'd)**

- 2.9.7 The Company agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
- 2.9.8 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.9.9 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) as appropriate.
- 2.9.10 Late Payment Charges
- 2.9.10.1 The Company agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.9.10.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.9.10.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.9.10.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).
- 2.9.10.5 The charge for a returned check is \$25.00

2. REGULATIONS (Cont'd)

2.9 Payment Arrangements (Cont'd)

2.9.11 Customer Complaints and Billing Disputes

2.9.11.1 Customers may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.9.11.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

2.9.11.3 The Company provides the following toll free number (**1-800-390-6094**) for customers to contact the Company in accordance with COMAR 20.45.04.02.B.

2.9.11.4 The Company will not collect attorney fees or court costs from customers.

2.9.12 Taxes and Fees

2.9.12.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.9.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2. REGULATIONS (Cont'd)

2.10 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

3. DESCRIPTION OF SERVICE**3.1 Trial Services**

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

3.3 Individual Case Basis ("ICB") Offerings

3.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. A copy of the contract will be filed (can be filed under seal) with the Commission.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

4. RATES & CHARGES

4.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Company's Association Tariff F.C.C. No. 4.

4.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.2.1 There is no variation in call rates based on time of day or day of week.

4.3 Rate Schedules

4.3.1 Nonrecurring Charges

	DS-1	DS-3
NEW ORDER INSTALLATION	\$500	\$2,000
CHANGE OF REQUESTED SERVICE DATE – 1 ST	ICB	Free
CHANGE OF REQUESTED SERVICE DATE – 2ND OR MORE	ICB	\$300
ORDER CHANGE (PRE-ENGINEERING)	ICB	\$500
ORDER CHANGE (POST-ENGINEERING)	ICB	\$2,000
ORDER CANCELLATION (PRE-ENGINEERING)	ICB	ICB
ORDER CANCELLATION (POST-ENGINEERING)	ICB	ICB
ASR (NEW OR DISCONNECT) SPECIAL ACCESS	ICB	\$350
ASR SUPPLEMENT	ICB	\$75
ORDER EXPEDITE	ICB	\$350
RECONFIGURATION	ICB	\$2,000

* Customer must notify Zayo Group, LLC of Service Activation Date changes 45 days prior to due date. Service Activation Date changes can be extended a maximum of 30 days after due date. Service date changes for OC1, OC-12, OC-48, and OC-192 bandwidth are restricted to one change after which order will be subject to billing. OC-3, OC-12, OC-48 and OC-192 services are available on an ICB basis.

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400 Centennial Parkway, Suite 200
Louisville, CO 80027

4. RATES AND CHARGES (Cont'd)**4.3 Rate Schedules (Cont'd)**

4.3.2 Monthly Recurring Charges

Rates below are in addition to applicable non-recurring charges as described in Section 4.3.1

A. DS-1 Service

Minimum Circuit Charge: \$750
Rate per Airline DS-0 mile

DISCOUNT %	MONTHLY COMMITMENT	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000	\$0.0675	\$0.0650	\$0.0625
5%	\$250,000 - \$500,000	\$0.0064	\$0.0062	\$0.0059
10%	\$500,000 - \$1,000,000	\$0.0608	\$0.0585	\$0.0563
15%	\$1,000,000 +	\$0.0574	\$0.0553	\$0.0531

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4. RATES AND CHARGES (Cont'd)**4.3 Rate Schedules (Cont'd)**

4.3.2 Monthly Recurring Charges (Cont'd)

B. DS-3 Service

Minimum Circuit Charge: \$4,000
 Rate per Airline DS-0 mile

Term Discount

DISCOUNT%	MONTHLY COMMITMENT	1 Year	2 Year	3 Years
BASE	\$0 - \$250,000	\$0.0420	\$0.0407	\$0.0395
5%	\$250,000 - \$500,000	\$0.0399	\$0.0387	\$0.0375
10%	\$500,000 - \$1,000,000	\$0.0378	\$0.0367	\$0.0355
15%	\$1,000,000 +	\$0.0357	\$0.0346	\$0.0336

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4. RATES AND CHARGES (Cont'd)**4.3 Rate Schedules (Cont'd)**

4.3.2 Monthly Recurring Charges (Cont'd)

C. OC-3 Service is available at ICB rates.

Minimum Circuit Charge: \$8,500
 Term Discount
 Rate per Airline DS-0 mile

DISCOUNT%	MONTHLY COMMITMENT	1 Year	2 Year	3 Years
BASE	\$0 - \$250,000	\$0.0360	\$0.0349	\$0.0338
5%	\$250,000 - \$500,000	\$0.0342	\$0.0332	\$0.0321
10%	\$500,000 - \$1,000,000	\$0.0324	\$0.0314	\$0.0305
15%	\$1,000,000 +	\$0.0306	\$0.0297	\$0.0288

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4. RATES AND CHARGES (Cont'd)**4.3 Rate Schedules (Cont'd)**

4.3.2 Monthly Recurring Charges (Cont'd)

D. OC-12 Service available at ICB rates.

Minimum Circuit Charge: \$21,500

Term Discount

Rate per Airline DS-0 mile

DISCOUNT%	MONTHLY COMMITMENT	1 Year	2 Year	3 Years
BASE	\$0 - \$250,000	\$0.0330	\$0.0320	\$0.0310
5%	\$250,000 - \$500,000	\$0.0314	\$0.0304	\$0.0295
10%	\$500,000 - \$1,000,000	\$0.0297	\$0.0288	\$0.0279
15%	\$1,000,000 +	\$0.0281	\$0.0272	\$0.0264

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Louisville, CO 80027

4. RATES AND CHARGES (Cont'd)

4.3 Rate Schedules (Cont'd)

4.3.2 Monthly Recurring Charges (Cont'd)

E. OC-48 Service is available at ICB rates.

4. RATES AND CHARGES (Cont'd)

4.3 Rate Schedules (Cont'd)

4.3.2 Monthly Recurring Charges (Cont'd)

F. OC-192 Service is available at ICB rates.

4. RATES AND CHARGES (Cont'd)**4.3 Rate Schedules (Cont'd)**

4.3.2 Monthly Recurring Charges (Cont'd)

G. Other Charges

	<u>Recurring</u>	<u>Nonrecurring</u>
M1/3 multiplex charges	ICB	ICB
DACS Charge (Switching Only) per DS1	ICB	ICB
DACS Port Charge (Bell Access to DACS)	ICB	ICB
DS-1 DACS Port	ICB	ICB
Echo Canceller	ICB	ICB
Second End Loop	ICB	ICB

5. COLLOCATED INTERCONNECTION

This section contains regulations, terms and conditions for Collocated Interconnection (Collocation) and associated special access transport services as provided by the Company. The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.