

**NEW MEXICO TELECOMMUNICATIONS TARIFF**

of

**ZAYO GROUP, LLC**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Zayo Group, LLC (“Company”) within the State of New Mexico. This Tariff is on file with the Public Regulation Commission of New Mexico.

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Issued By:

Effective Date: 1/1/24

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**CHECK SHEET**

The Title Sheet and Sheets are effective as of the date shown at the bottom of the respective sheet(s).

<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>
Title	Original				
1	Original	31	Original		
2	Original	32	Original		
3	Original	33	Original		
4	Original	34	Original		
5	Original	35	Original		
6	Original	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original				
30	Original				

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**TABLE OF CONTENTS**

**CHECK SHEET** ..... 1

**TABLE OF CONTENTS** ..... 3

**CONCURRING CARRIERS** ..... 5

**CONNECTING CARRIERS** ..... 5

**OTHER PARTICIPATING CARRIERS** ..... 5

**EXPLANATION OF SYMBOLS** ..... 5

**TARIFF FORMAT** ..... 6

**APPLICATION OF TARIFF** ..... 7

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS** ..... 8

**SECTION 2 - RULES AND REGULATIONS** ..... 16

    2.1.    **UNDERTAKING OF THE COMPANY** ..... 16

    2.2.    **LIMITATIONS OF SERVICE** ..... 17

    2.3.    **CUSTOMER’S USE OF SERVICE** ..... 18

    2.4.    **APPLICATION FOR SERVICE** ..... 19

    2.5.    **SPECIAL CONSTRUCTION** ..... 20

    2.6.    **LIMITATION OF COMPANY’S LIABILITY** ..... 22

    2.7.    **LIABILITY OF THE CUSTOMER** ..... 29

    2.8.    **PROVISION OF EQUIPMENT AND FACILITIES** ..... 34

    2.9.    **CUSTOMER RESPONSIBILITIES** ..... 35

    2.10.   **ESTABLISHMENT OF CREDIT** ..... 39

    2.11.   **DEPOSITS** ..... 40

    2.12.   **INITIAL SERVICE PERIOD** ..... 41

    2.13.   **PAYMENTS AND BILLING** ..... 42

    2.14.   **ALLOWANCES FOR INTERRUPTION OF SERVICE** ..... 46

    2.15.   **RESTORATION OF SERVICE** ..... 47

    2.16.   **CANCELLATION BY CUSTOMER** ..... 48

    2.17.   **CANCELLATION BY COMPANY** ..... 48

    2.18.   **INTERCONNECTION** ..... 50

    2.19.   **PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS** ..... 51

    2.20.   **TAXES AND SURCHARGES** ..... 51

    2.21.   **TELECOMMUNICATIONS RELAY SERVICE** ..... 51

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---

**TABLE OF CONTENTS, Continued**

**SECTION 3 – MISCELLANEOUS CHARGES**.....52

3.1. MISCELLANEOUS NON RECURRING CHARGES .....52

3.2. MISCELLANEOUS RECURRING CHARGES.....54

**SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE** .....56

4.1. GENERAL.....56

4.2. APPLICATION OF RATES.....56

4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE.....57

4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES .....57

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify changed condition or regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (M) To signify that material has been moved from another tariff location.
- (N) To signify a new rate, regulation condition.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (S) To signify reissued material.
- (T) To signify a change in text but no change to rate or charge.

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**TARIFF FORMAT**

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

**APPLICATION OF TARIFF**

This Tariff applies to intrastate interexchange services offered within the State of Kansas by Zayo Group, LLC (“Zayo” or “Company”).

Zayo’s inter-exchange services are interstate offerings with Customers having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company’s interstate interexchange service offerings, and may not be obtained without subscribing to the Company’s interstate interexchange services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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

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

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

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

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

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

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

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

**CARRIER** - A company authorized by the New Mexico P.R.C. to provide telecommunications services.

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

**COMPANY** – Zayo Group, LLC (“Zayo”)

**COMMISSION** – The Public Regulation Commission (“P.R.C.”) in the State of New Mexico.

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

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

**CONNECTOR** - See "Switch".

**CONNECTION CHARGE** - See "Service Connection Charge".

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

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

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

**CREDIT CARD** - A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment.

**CUSTOMER** - The individual, partnership, association or corporation that contracts for service and is responsible for the payment of charges and compliance with the rules and regulations of Company (“Customer”).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

**CUT-OVER DATE (or INSTALLATION DATE)** - the date when Company commences supplying services pursuant to this Tariff.

**DATA BANDWIDTH** – a data transmission rate; the maximum amount of information (bits/second) that can be transmitted along a channel.

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

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

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

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

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

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

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

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

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

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

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

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

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

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

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

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

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

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

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

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

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

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

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

**MARKET EXPANSION LINE (MEL)** - A service that allows a customer to obtain a telephone number which, when called, will automatically forward the call to another telephone number (any local or long distance telephone number, except a payphone). The originating telephone number identification is not provided to the MEL customer.

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

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

**MINIMUM CONTRACT PERIOD** – see “Initial Service Period”

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

**NETWORK** - The Company's facilities, equipment, and services provided under this tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

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

**PLAN E, INTEGRATED DYNAMIC ACCESS** – DS1 delivered service utilizing a single DS1 for delivery of voice and Internet services. The voice service and data transmission share the available bandwidth of 1.228 Mbps using the entire available bandwidth when voice lines are idle. Voice service takes precedence over data and, as voice transmission is required, Internet bandwidth is reduced to accommodate the voice transmission. Plan E services is delivered via T1, ISDN PRI or analog lines.

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

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

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

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

**SUBSCRIBER** - See Customer.

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

**T-1 or DS1 BUSINESS SERVICE** – Service provided to business customer. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or received one call at a time.

**TARIFF** - The rates, charges, rules and regulations adopted and filed by the Company with the New Mexico P.R.C.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**TELEPHONE COMPANY** - See Carrier

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

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

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

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

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

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

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

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

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

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

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

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

**2.3. CUSTOMER'S USE OF SERVICE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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

- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner, which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

**2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service must complete the appropriate service order form and/or service agreement, and submit the service order and/or service agreement in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit

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history and to refuse further Service due to late payment or nonpayment by the Customer.

## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.4 APPLICATION FOR SERVICE, Continued**

2.4.5. Where the Customer cancels an application for Service; a cancellation charge will apply as specified elsewhere in this Tariff.

2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.

### **2.5. SPECIAL CONSTRUCTION**

2.5.1. Subject to the Company's agreement and to the provisions of this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its services;
- C. over a route other than that which Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction

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- 2.5.2. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5 SPECIAL CONSTRUCTION, Continued**

- 2.5.3. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
- A. Maintenance expense;
  - B. Depreciation expense – including reusable and non-recoverable items;
  - C. Administration expense;
  - D. Taxes – including Federal Income Tax;
  - E. Any other specific items of expense that may be associated with the facility provided;
  - F. A reasonable return on investment.
- 2.5.4. The estimated installation cost used in the derivation of the various expense items shall include but not be limited to, the following:
- A. Material;
  - B. Material overhead;
  - C. Installation labor;
  - D. Installation labor overhead
- 2.5.5. In connection with Marketing and Sales studies or programs, or promotional offerings, Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by Company.

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

- 2.6.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of Customer are exclusive and in no event shall Company, its employees, officers, agents and employees' agents be liable for or responsible to Customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by Company, including but not limited to any death, bodily injury, or interruption of service, loss of business or profits or any indirect, incidental, special or consequential damages.
- 2.6.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- A. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
  - B. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;
  - C. Except as provided herein, and in any relevant sections of the New Mexico Administrative Code, failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Company or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts,

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

work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;

- D. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- E. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- F. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- G. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;
- H. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- I. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;

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

- J. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- K. For any personal injury to or death of any person or persons;
- L. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- M. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.
- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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

- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  - T. Any non-completion of calls due to network busy conditions;
  - U. Any calls not actually attempted to be completed during any period that service is unavailable.
  - V. Service, facilities, or equipment, which the Company does not furnish.
  - W. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.5. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to New Mexico law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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

- 2.6.6. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting, shall attach to the Company.
- 2.6.8. With respect to Emergency Number 911 Service:
- A. If applicable, this service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Zayo is not responsible for and will not make any changes or submit updates to E911/911 Databases for any series other than an emergency response location per billing telephone number, and as provided with Zayo's Station Level 911 service. Unless otherwise agreed, Zayo will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point telephone number, name address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number for the DS0 level of service and one Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 2.6.9. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed, subject to applicable state rules and the Customer Agreement.
- 2.6.10. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.6.11. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.6.12. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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

- 2.6.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.6.14. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.6.15. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance; and the customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.
- 2.6.16. With respect to Directory Listing Service:
- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
  - B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.

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

- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

**2.6.17. With respect to Caller ID Blocking:**

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omission of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

**2.7. LIABILITY OF THE CUSTOMER****2.7.1. General Liabilities of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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

- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless Zayo, officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet 911/E911 requirements.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. LIABILITY OF THE CUSTOMER, Continued****2.7.2. Liability of the Customer for Unauthorized Use of the Network****A. Unauthorized Use of the Network**

1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
2. The following activities constitute fraudulent use:
  - (a) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - (b) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. LIABILITY OF THE CUSTOMER, Continued****2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued****A. Unauthorized Use of the Network, Continued**

3. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

**B. Liability for Unauthorized Use**

1. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

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

3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

**C. Liability for Calling Card Fraud**

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

**D. Liability for Credit Card Fraud**

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

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

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

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

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

**2.9. CUSTOMER RESPONSIBILITIES**

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations in this tariff.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

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

- 2.9.5. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.9.7. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Tariff.
- 2.9.8. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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

- 2.9.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.
- 2.9.11. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company;
- 2.9.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.9.14. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

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

- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

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

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

**2.10. ESTABLISHMENT OF CREDIT**

- 2.10.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.10.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:
- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
  - B. Providing a suitable guarantee in writing, in a form prescribed by Company;  
or
  - C. Paying a cash deposit pursuant to Section 2.5.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1.0 ESTABLISHMENT OF CREDIT, Continued**

- 2.10.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if the previous or existing service was not discontinued for nonpayment within the past twelve (12) months.
- 2.10.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

**2.11. DEPOSITS**

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification in conformity with applicable New Mexico rules.
- 2.11.2. Deposit
- A. Company reserves the right to require Customer to make a deposit to guarantee payment of charges. Deposits will not exceed an estimated two (2) months of Company's charges and will be collected and maintained according to Commission rules and regulations.
  - B. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. DEPOSITS, Continued**

- C. Interest shall be paid on deposits in excess of \$20 at the rate set annually and equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November, rounded to the nearest tenth of one percent. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection and shall be paid at least annually.
- D. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
- E. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
- F. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Tariff or for tendering payments when due.

**2.12. INITIAL SERVICE PERIOD**

- 2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer may be responsible for paying the regular rates for the remainder of the initial service period, in addition to other early termination fees. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

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

2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

**2.13. PAYMENTS AND BILLING****2.13.1. General Payment Regulations**

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

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

## 2.13.2. Late Payment Fee

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

## 2.13.3. Checks

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

## 2.13.4. Overpayments

- A. An overpayment occurs when payment in excess of the correct charges for service is made because of erroneous Company billing. Subject to applicable state rules and the Customer Agreement, the Customer will be issued reimbursement for the overpayment or credit for the amount will be provided on the next regular Company bill. The rate of interest, if applicable, shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- B. If applicable, interest shall be paid from the date when overpayment was made until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

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

- C. If objection is not received by the Company within ninety (90) days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill may not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If applicable, interest will be paid from the date when the Customer overpayment was made until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.
- D. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

**2.13.5. Back Billing**

- A. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.
- B. The Company reserves the right to back bill the Customer for charges not previously billed to the Company because of Company error. The Company may back bill for charges incurred over two (2) years, unless state law or Commission rules and regulations provide otherwise.

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

## 2.13.6. Customer Complaints and Billing Disputes

## A. Customer Complaints

1. A Customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone at 1-888-444-1976s, or by email to [legal@zayo.com](mailto:legal@zayo.com).

## B. Billing Disputes

1. In the event that the Customer disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute, but is not required to so submit an itemized list.
2. Company shall promptly investigate the dispute and advise the Customer of the investigation and its results in the form of findings of fact. In conducting its investigation, the Company will consider all relevant and credible information provided by Customer as well as by other information reasonable available to Company. The burden proof to establish any right to billing adjustments in Customer's favor shall be solely upon the Customer.
3. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. PAYMENTS AND BILLING, Continued**

3. If the Customer is not satisfied with the results of the Company's investigation, the address and telephone of the P.R.C. are:

Phone: 1-888-427-5772

Mail: Public Regulation Commission  
P.O. Box 1269  
Santa Fe, NM 87504

**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE**

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

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

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

**2.15. RESTORATION OF SERVICE**

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If service is restored after having been disconnected in accordance with this Tariff and a service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.5.; and (3) service charges pursuant to this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- 2.15.3. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.15. RESTORATION OF SERVICE, Continued**

- 2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2 of this Tariff.

**2.16. CANCELLATION BY CUSTOMER**

- 2.16.1. Customer may cancel local service by providing written notice to Company thirty (30) days prior to cancellation, unless the terms of any separate Agreement with Company state otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.16.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.16.3. If Customer terminates a Services Agreement or all or any part of the Services thereunder prior to the end of the Services Term, Zayo may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.
- 2.16.4. Customer will not be liable for the early termination fees set forth above if Zayo breaches the Services Agreement or if Customer acknowledges Services of equal or greater MRC than the Services. Customer acknowledges that Zayo's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Zayo.

**2.17. CANCELLATION BY COMPANY**

- 2.17.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with applicable New Mexico rules.

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

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
  - B. In the event of tampering with the Company's equipment; or
  - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.17.2. Company may discontinue service on five (5) days' notice, excluding Saturdays, Sundays and holidays, according to the following conditions, if in accordance with applicable New Mexico rules. Such reasons may include:
- A. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
  - B. For failure of the Customer to meet the Company's deposit and credit requirements;
  - C. For failure of the Customer to make proper application for service;
  - D. For Customer's violation of any of the Company's rules on file with the Commission;
  - E. For failure of the Customer to provide the Company reasonable access to its equipment and property;
  - F. For Customer's breach of the contract for Service between the Company and the Customer;
  - G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
  - H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or

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

- 2.17.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the Service offering received by Customer. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.17.4. Whenever Service is discontinued for fraudulent use of Service, Company will, before restoring Service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues and any expenses resulting from such fraudulent use.
- 2.17.5. If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

**2.18. INTERCONNECTION**

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

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

- 2.18.4. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

**2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

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

**2.20. TAXES AND SURCHARGES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and surcharges may be separately stated on the applicable invoice.

**2.21. TELECOMMUNICATIONS RELAY SERVICE**

- 2.21.1. If applicable, this tariff provides for a Telecommunications Relay Service (TRS) surcharge to establish and administer a program that enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and vice versa. The surcharge rate is the effective rate ordered by the Commission. The company is responsible for billing, collecting and remitting the surcharge to the appropriate government agency.

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**SECTION 3 – MISCELLANEOUS CHARGES****3.1. MISCELLANEOUS NON-RECURRING CHARGES****3.1.1. Non-Recurring Service Charges - Descriptions****A. Service Order Charge**

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

**B. Move Charge**

This non-recurring charge applies when the Customer requests that a Service be moved.

**C. Delay Charge**

See Customer Not Ready – Service Facility Reservation

**D. Reconnection Fee**

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

**E. After Hours Conversion Charge**

This charge will apply when the Customer requests that conversion/installation of service be scheduled during non-business hours. It is charged on an hourly basis, with an initial 2-hour minimum and quarter-hour increments thereafter.

**F. Order (Internal) Expedite Charge**

This charge applies when the Customer requests that Zayo process the Customer's order for service faster than the Company's standard processing interval. It is an administrative expedite only.

**G. Expedite Charge**

This charge applies when the Customer requests circuit delivery earlier than the standard intervals permit.

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**SECTION 3 – MISCELLANEOUS CHARGES, Continued****3.1. MISCELLANEOUS NON-RECURRING CHARGES, Continued****3.1.1. Non-Recurring Service Charges – Descriptions, continued****H. Cancellation Charge**

This charge applies when the Customer cancels an order for Service after the Company begins processing the order and/or has delivered the circuit to the Customer, but before Service commences.

**3.1.2. Non-Recurring Service Charges - Rates**

<b>Service</b>	<b>Non-Recurring Charge</b>
Move Charge	\$45.00
Reconnect Charge	\$500.00
After Hours Conversion Charge – initial 2 hours	\$405.00
Each quarter-hour thereafter	\$50.75
Order (Internal) Expedite Charge	\$250.00
Expedite Charge	\$500.00
Cancellation Charge - after circuit is delivered to Customer premise	\$45.00 or, one (1) month's recurring charge per line, whichever is greater
Cancellation Charge – after commencement of order processing	\$45.00

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**SECTION 3 – MISCELLANEOUS CHARGES, Continued**

**3.2. MISCELLANEOUS RECURRING CHARGES**

3.2.1. Recurring Charges – Descriptions & Rates

- A. The Customer is responsible for payment of any and all applicable taxes, fees and surcharges now or hereafter levied by the Federal, State, or Local government agencies including but not limited to those noted below:

Federal USF  
City/County Sales Tax  
New Mexico State 911  
New Mexico State Sales Tax

- B. Any questions relative to the taxes, fees and surcharges noted above should be directed to the appropriate government agency.
- C. Additional Charges. In addition to any other surcharges and taxes, Customers will be charged and required to pay this additional surcharge:

**Network Access Assessment (NAA)**

The NAA is an end-user subscriber charge, assessed as a percentage of local, intrastate, interstate, international, private-line services Interstate Access Charge (IAC) and Interconnection Fee ICF). The NAA recovers certain network costs prescribed by Federal Communications Commission regulations. The NAA is charged as a percentage of monthly recurring and usage charges, both intrastate and interstate.

Network Access Assessment: 12.45%

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**SECTION 3 – MISCELLANEOUS CHARGES, Continued**

**3.2. MISCELLANEOUS RECURRING CHARGES, Continued**

3.2.1. Recurring Charges – Descriptions & Rates, Continued

D. Customer Not Ready – Service Facility Reservation Charge

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

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

Rates

- i. Due Date Change per Order \$150
- ii. Service Facility Reservation Charge  
Per circuit: the Monthly Recurring Rate for the finished circuit/service

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## **SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE**

### **4.1. GENERAL**

- 4.1.1. Long distance interexchange service includes 1+, 800, Operator Services, Directory Assistance.
- 4.1.2. Use of the Company's Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Tariff.

### **4.2. APPLICATION OF RATES**

#### **4.2.1. Individual Case Basis (ICB) Arrangements**

In addition to services offered with this Long Distance Interexchange Service section, Company shall also offer individually priced services. Individually priced services shall be established in a non-discriminatory manner.

#### **4.2.2. Charges for Service and Billing Increments**

Minutes of use (MOU) under each rate plan are calculated by adding the chargeable minutes for each separate message. Unless otherwise stated, MOU are billed in 6-second increments with a 30-second minimum per message.

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

- 4.3.1. A. **Long Distance Interexchange Service** is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area.

**Toll Free Inbound Service** is an inward calling service. It permits termination of calls from diverse geographic locations. With Company Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. Toll Free calls originated at a payphone terminal will incur a per call surcharge. Monthly recurring service (administrative) charges apply for each Toll Free Number assignment.

**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES**

- 4.4.1. Switched "One Plus" Service Rates Per Minute – All Times

The standard rate plan is plan 1 for all offerings for month-to-month terms. The remaining plans are available to customers for term commitments as set forth below.

<b>Rate Plan</b>	<b>Intra/Interstate</b>
Month-to-Month	\$0.130

- 4.4.2. Company 8XX Switched "Toll Free" Service Rates

<b>Rate Plan</b>	<b>Intra/Interstate</b>
Month-to-Month	\$0.130

Toll free calls placed from a payphone will be assessed a charge of \$0.95 in addition to the per minute charge as identified above.

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**SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**

**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued**

4.4.3 Toll Free Number (TFN) Service

- A. Customers subscribed to local & long distance services –  
\$25.00 per month, per TFN
- B. Customer subscribed to long distance services only –  
\$25.00 per month, per TFN

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