

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 1

Competitive Local Carrier Tariff

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**REGULATIONS AND SCHEDULES**

of

Intrastate Interexchange and  
Competitive Local Exchange Telephone Services  
Provided by:

**ZAYO GROUP, LLC**

**U-6102-C**

**THIS TARIFF REPLACES AND SUPERSEDES**  
**CAL. P.U.C. SCHEDULE CLC 6-T OF ELECTRIC LIGHTWAVE, LLC**  
**DBA ALLSTREAM IN ITS ENTIRETY**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Zayo Group, LLC ("Company") within the State of California. This Tariff is on file with the California Public Utilities Commission.

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1821 30<sup>th</sup> Street,  
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Schedule Cal. P.U.C. No. 2-T

3<sup>rd</sup> Revised Sheet No. 2  
Replaced 2<sup>nd</sup> Revised Sheet No. 2

Competitive Local Carrier Tariff

## CHECK SHEET

Sheets 1 through 162 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

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1	3 <sup>rd</sup> Revised*	31	Original	61	Original
2	3 <sup>rd</sup> Revised*	32	Original	62	Original
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30	Original	60	Original	90	Original

Advice Letter No. 33

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: April 1, 2025  
Effective: May 1, 2025

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Schedule Cal. P.U.C. No. 2-T

3rd Revised Sheet No. 3  
Replaced 2<sup>nd</sup> Revised Sheet No. 3

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Advice Letter No. 25

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: December 26, 2023  
Effective: January 1, 2024

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(Reserved for Future Use)

## **PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating to Zayo Group, LLC, 1821 30<sup>th</sup> Street, Unit A, Boulder, CO 80301.

Company maintains the communications services provided herein, in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided to customers on a monthly basis unless ordered on a longer-term basis, and are available twenty-four hours per day, seven days per week.

Company has been granted authority from the California Public Utilities Commission ("CPUC") to provide competitive local exchange and long distance services in California within the service areas of AT&T, Inc. ("AT&T," f/k/a SBC California and f/k/a Pacific Bell), Verizon California, Inc. ("Verizon"), Citizens Telecommunications Company of California, Inc. ("Citizens") and SureWest Telephone ("SureWest").

## **EXPLANATION OF SYMBOLS**

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

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.



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### **APPLICATION OF TARIFF**

This Tariff applies to competitive local exchange, long distance telecommunications and switched access services and facilities offered within the State of California by Zayo Group, LLC dba ("Zayo" or "Company"). Company has been granted authority from the California Public Utilities Commission to provide competitive local exchange services as a competitive carrier in the service areas of AT&T, Inc. ("AT&T", f/k/a SBC California and f/k/a Pacific Bell), Verizon California, Inc. ("Verizon"), Citizens Telecommunications Company of California, Inc. ("Citizens") and SureWest Telephone ("SureWest").

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Advice Letter No. 25

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: December 26, 2023  
Effective: January 1, 2024

### **SERVICE AREA MAP**

Maps of the exchanges where the Company is authorized to provide service are filed with the California Public Utilities Commission. These sheets are not contained within copies of this Tariff, but are available for public inspection at the following location:

California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, California 94102



## 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.

## 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 a Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

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

**CARRIER** - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the California Corporate Commission

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

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

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

**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, the issuer of this Tariff.

**COMMISSION** – The California Public Utilities Commission

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

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

**CONNECTOR** - See "Switch".

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

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

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

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

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

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

**CUSTOMER** - Any individual, person, firm, partnership, association, joint-stock company, trust, governmental entity, corporation or other entity that directly or indirectly orders access Service. A customer is deemed responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is deemed a Customer of the Company if the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code (NPA-NXX), pooled 1K block or ported number, which is assigned to the Company or a customer of the Company. The use of the Company's access service constitutes an order for such service and requires compliance with the obligates, rates, and charges as set forth in this Tariff, regardless of whether the Customer has affirmatively requested service or has an executed service order.

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

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

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

**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 cardholder may be charged.

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

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

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

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

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

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

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

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

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

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

**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.



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

**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.

**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.

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

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

**LATA** - Local Access and Transport Area means one of the geographic local access and transport areas established as a result of the AT&T divestiture, pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

**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.

**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.

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

**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.

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

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

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

**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 Company with the Commission.

## **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 service which provides a Customer with a Toll Free number so that calls made to the Toll Free number are charged and billed to the Customer instead of to the calling party. 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.

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

## **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. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws.
- 2.2.3. In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$10,000.
- 2.2.4. Except as provided in Sections 2.2.2, 2.2.3., and 2.6. of this Tariff, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects occurring in any of the services or facilities furnished by the Company including exchange, toll, private line, alphabetical directory listings, and all other services shall in not event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect. If any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution. But in no event shall any liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- 2.2.5. 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.
- 2.2.6. 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.

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

### **2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.7. 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 the Company collect more than the total charges owed.
- 2.2.8. 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.
- 2.2.9. 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.
- 2.2.10. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.11. 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.
- 2.2.12. 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.



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

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

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale unless specifically offered, ordered and designated by Zayo as "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. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or California State law.
- 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.
- 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.

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

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

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

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

### **2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service must complete the appropriate service order form and/or service agreement, and submit the service order and/or service agreement in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. 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 history and to refuse further Service due to late payment or nonpayment by the Customer.
- 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 Commission regulations, policies, orders, and decisions.

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

**2.5. SPECIAL CONSTRUCTION**

- 2.5.1. Subject to the Company's agreement and to the provisions of this 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
- 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. Notice of such studies, programs or promotional offerings shall be filed with the Commission.

## **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;

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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

**2.6.2. Continued**

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

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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

**2.6.2. Continued**

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



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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

**2.6.2. Continued**

- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this 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.

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

### **2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this 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 California 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.

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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

- 2.6.6. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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

### **2.6.8. With respect to Emergency Number 911 Service:**

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Zayo is not responsible for and will not make any changes or submit updates to E911/911 Databases for any services other than an emergency response location per billing telephone number, and as provided with Zayo's Station Level 911 service. Unless otherwise agreed, Company 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 Automatic Location Identification ("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.

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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

**2.6.8. Continued**

B. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.6.9. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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

2.6.11. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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

### **2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

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

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

**2.6. LIMITATION OF COMPANY'S LIABILITY, Continued**

**2.6.16. With respect to Directory Listing Service:**

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

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

### **2.7. LIABILITY OF THE CUSTOMER**

#### **2.7.1. General Liabilities of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other 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.



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

### **2.7. LIABILITY OF THE CUSTOMER, Continued**

#### **2.7.1. General Liabilities of the Customer, Continued**

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless Company, 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.

#### **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;

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

**2.7. LIABILITY OF THE CUSTOMER, Continued**

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

**A. Unauthorized Use of the Network, Continued**

**2. Continued**

- (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- 3. Customers are advised that use of telecommunications equipment and Services, including that provided under this 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.

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

### **2.7. LIABILITY OF THE CUSTOMER, Continued**

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

##### **B. Liability for Unauthorized Use**

1. Except as provided for elsewhere in this 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.
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.

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

### **2.7. LIABILITY OF THE CUSTOMER, Continued**

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

##### **C. Liability for Calling Card Fraud**

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

##### **D. Liability for Credit Card Fraud**

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

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

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

- 2.8.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this 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, and 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.

## **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.
- 2.8.9. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. When establishing an installation or repair appointment for which the subscriber must be present, the carrier shall offer the subscriber a four-hour or shorter period during which it will arrive to commence work. If the installation or repair is not commenced within that period, the carrier offering the repair or installation service shall provide a \$25 minimum credit to the subscriber unless the appointment was missed because (1) the carrier was denied access to the premises, (2) force majeure, or (3) the carrier cancelled or rescheduled the appointment no later than 5:00 p.m. two business days prior to the appointment. This credit is independent of any remedies available to the subscriber under Civil Code §1722(c) or elsewhere.

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

### **2.9. CUSTOMER RESPONSIBILITIES**

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations set forth in this 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.
- 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.

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

### **2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.7. In accordance with the “filed tariff doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this 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;
- 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.



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

### **2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.11. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this 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.
- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company.

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

### **2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with 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.

**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.

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

### **2.10. ESTABLISHMENT OF CREDIT**

2.10.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this 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; or
- B. Paying a cash deposit.

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.

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

### **2.10. 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.

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

### **2.11. DEPOSITS**

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification.
- 2.11.2. Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
- A. The Applicant has had continuous telephone service of a comparable nature with the utility at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment. or
  - B. The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states: Applicant had a timely payment history at time of service discontinuation, and Applicant has no outstanding liability from prior service
- 2.11.3. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.
- 2.11.4. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period.
- 2.11.5. Residential deposits and accrued interest to be refunded after 12 months of service if the customer has not been delinquent in the payment of utility bills or applied to the closing bill upon discontinuance of service.
- 2.11.6. Company may require a residential Customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

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

### **2.11. DEPOSITS, Continued**

- 2.11.7. The amount of a deposit required by Company shall be determined according to the following terms:
- A. Residential Customer deposits shall not exceed 2 times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.
  - B. Nonresidential Customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.
  - C. Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

### **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.
- 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.

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

### **2.13. PAYMENTS AND BILLING**

#### **2.13.1. General Payment Regulations**

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.
- B. 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. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the utility or to the utility's duly authorized representative. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16., unless otherwise stated
- C. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- D. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due twenty two (22) days after issuance and posting of invoice. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
- 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.



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

### **2.13. PAYMENTS AND BILLING, Continued**

#### **2.13.2. Billing and Collection of Charges**

The Company name shall be identified on each customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

- A. The Company's name;
- B. period of service covered by the bill (excluding services for which backbilling is permitted);
- C. payment due date;
- D. late payment charge (if applicable) and date after which it may be applied;
- E. how to pay;
- F. the Company's toll-free number for billing inquiries and disputes, along with a postal address, or an e-mail address if the Customer has agreed to communicate via electronic media, where the Customer may send a billing inquiry or complaint in writing;
- G. the amount being charged for each product or service, and a clear and concise description of the service, product, or other offering for which a charge has been imposed;
- H. charges for which non-payment will result in disconnection of basic residential or single line business service, and charges for which non-payment will not result in such disconnection;
- I. network access for interstate calling; and
- J. Government Fees and Taxes.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.13. PAYMENTS AND BILLING, Continued

#### 2.13.2. Billing and Collection of Charges, Continued

K. Each bill shall contain the following statement:

*If you believe there is an error on your bill or have a question about your service, please call **Zayo** customer support at (888) 444-1976.*

*If you are not satisfied with **Zayo**'s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:*

*Telephone: 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)*  
*Mail: California Public Utilities Commission, Consumer Affairs Branch,  
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102*

*If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.*

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to- Speech	English &	1-800-854-7784
	Spanish	

*To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.*

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

**2.13. PAYMENTS AND BILLING, Continued**

**2.13.3. 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.

**2.13.4. 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.

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

### **2.13. PAYMENTS AND BILLING, Continued**

#### **2.13.5. Overpayments**

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

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

**2.13. PAYMENTS AND BILLING, Continued**

**2.13.6. Overpayments, Continued**

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

**2.13.7. 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.

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

### **2.13. PAYMENTS AND BILLING, Continued**

#### **2.13.8. 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 1-888-444-1976, in person, or in writing directed to the Zayo Legal Department at 1401 Wynkoop Street, Suite 500, Denver, CO 80202.
2. The Customer may at any point during resolution of the complaint seek review by a supervisor or manager. If Customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to the Director of Customer Service at the address in paragraph (A) above.

##### **B. Billing Disputes**

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

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

### **2.13. PAYMENTS AND BILLING, Continued**

#### **2.13.8. Customer Complaints and Billing Disputes, Continued**

##### **B. Billing Disputes, Continued**

3. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.
4. If there is still a disagreement about the disputed amount after the investigation and review by the Company, the Customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for its investigation and decision.
5. To avoid disconnection of service, the subscriber must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CAB within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. The disputed amount must be made payable to the CAB.

Company will provide CAB contact information to Customers upon request.

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

**2.13. PAYMENTS AND BILLING, Continued**

**2.13.8. Customer Complaints and Billing Disputes, Continued**

**B. Billing Disputes, Continued**

6. The CPUC will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the deposited amount.

The address and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, California 94102  
(800) 649-7570 (toll free)  
(415) 703-1170  
(415) 703-2032 (TDD)

7. After the investigation and review are completed by the Company as noted above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the customer's service for nonpayment as long as the Customer complies with the procedures outlined above. The Company shall respond to CAB's requests for information within 10 business days.



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

**2.13. PAYMENTS AND BILLING, Continued**

**2.13.8. Customer Complaints and Billing Disputes, Continued**

**B. Billing Disputes, Continued**

8. During the time an investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the subscriber prevails, then no late charge or penalty may be imposed on the amount in dispute
9. Company shall not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the Subscriber is billed or which is the Subscriber's primary place of use of the service, or for any limitation of the right of subscribers to bring complaints to the Commission or any other agency. Company shall not hold subscriber liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

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

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

- 2.14.1. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's 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.
- 2.14.3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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

**2.14. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued**

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

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

### **2.15. RESTORATION OF SERVICE**

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If a Customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.5., and (3) service charges specified in Sections 3-7 of 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.
- 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.

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

### **2.16. CANCELLATION BY CUSTOMER**

- 2.16.1. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Customers remain responsible for payment of all bills for services furnished. 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 there under to the end of the Services Term, Company may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

Customer will not be liable for the early termination fees set forth above if Zayo breaches the Services Agreement or if Customer orders from Zayo services of equal or greater MRC than the services terminated, and the services have equal or greater terms, and the new services are approved by Zayo. 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.

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

### **2.17. CANCELLATION BY COMPANY**

- 2.17.1. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- 2.17.2. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty two (22) days after the Date of Presentation on the billing envelope.
- 2.17.3. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to this Tariff.
- 2.17.4. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- 2.17.5. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- 2.17.6. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .
- 2.17.7. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.

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

### **2.17. CANCELLATION BY COMPANY, Continued**

- 2.17.8. Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. The subscriber is not relieved from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the subscriber canceled. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date.
- 2.17.9. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.17.10. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may require a deposit or an increase in a Customer's existing deposit.
- 2.17.11. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.17.12. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in this Tariff. The Customer will also be responsible for payment of any reconnection charges.

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

### **2.17. CANCELLATION BY COMPANY, Continued**

#### **2.17.13. Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide Company written notice of desire to terminate service. Notice should be sent pursuant to the notice provision in your Agreement, or to the Zayo Legal Department at 1401 Wynkoop Street, Suite 500, Denver, CO 80202.

#### **2.17.14. Notices to Discontinue Service for Nonpayment of Bills. Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:**

- A. The name and address of the customer whose account is delinquent.
- B. The amount that is delinquent.
- C. The date when payment or arrangements for payment are required in order to avoid termination.
- D. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
- E. The procedure the customer may use to request amortization of the unpaid charges.
- F. The telephone number of a representative of the CLC, who can provide additional information or institute arrangements for payment.
- G. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
- H. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.



U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 73

Competitive Local Carrier Tariff

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

(Reserved for Future Use)

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

### **2.18. INTERCONNECTION**

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

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

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

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

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

**2.20. TAXES AND SURCHARGES**

- 2.20.1. The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, subscriber line, low income, universal service, access, 911 service, relay service, and handicapped service.
- 2.20.2. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates [excluding: a. Universal Lifeline Telephone Services (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and, g. one-way radio paging] and the CPUC Reimbursement Fee rate [excluding: a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales]. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (now known as AT&T) California tariffs.

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO

Schedule Cal. P.U.C. No. 1-T

Original Sheet No. 77

Competitive Local Carrier Tariff

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

(Reserved for Future Use)

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

**2.21. TRANSFERS AND ASSIGNMENTS**

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

- A. to any subsidiary, parent company or affiliate of the Company; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

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

### **2.22. NOTICES AND COMMUNICATIONS**

Notices provided to the Customer by the Company shall be as follows:

#### **2.22.1. Rate Information:**

- A. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. Notice of major increases in rates shall be provided in writing to customers and postmarked at least 25 days prior to the effective date of the change. No customer notice shall be required for minor rate increases or for rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, customers shall be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.
- B. When Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

#### **2.22.2 Discontinuance of Service Notice**

Customers are responsible for notifying the Company, of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written, as set forth in Section 2.17.

#### **2.22.3. Change in Ownership or Identity Notice**

Company shall notify their customers in writing of a change in ownership or identity of the Customer's service provider on the customer's next monthly billing cycle.

#### **2.22.4. Rules for Company Notices**

Notices the Company sends to customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 80

Competitive Local Carrier Tariff

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

**2.23. RESERVED FOR FUTURE USE**



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

### **2.24. CHANGE OF SERVICE PROVIDER**

- 2.24.1. Solicitations by Competitive Local Carriers (“CLCs”), competitive carriers or their agents, of Customer authorization for termination of service with an existing Carrier and the subsequent transfer to a new Carrier must include current rate information on the new Carrier and information regarding the terms and conditions of service with the new Carrier. Solicitations by LECs, competitive carriers, or their agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, competitive carriers, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by LECs, competitive carriers, or their agents to customer must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of \$500.00 will apply for each violation of this Rule.
- 2.24.2. A CLC or Carrier will be held liable for both the unauthorized termination of service with an existing Carrier and the subsequent transfer to their own service. LECs and Carriers are responsible for the actions of their agents that solicit unauthorized service termination and transfers. A Carrier who engages in such unauthorized activity shall restore the Customer’s service to the original Carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. The LEC or Carrier responsible for the unauthorized transfer will reimburse the original Carrier for reestablishing service at the tariff rate of the original Carrier. A penalty or fine of up to \$500.00 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.25. NON PUBLISHED SERVICE, RELEASE OF INFORMATION

Company is restricted from releasing nonpublic customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any way that such information might be used or transferred that would not be obvious to the customer. Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

*APPENDIX "A"*  
*Nonpublished Service*

- A. *Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.*
- B. *Agencies authorized to receive information:*
1. *Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.*
  2. *An agency of the federal government which is lawfully authorized to:*
    - a. *Conduct investigations or make arrests for violations of the criminal laws of the United States; or*
    - b. *Prosecute violations of the criminal laws of the United States; or*
    - c. *Enforce civil sanctions which are ancillary to criminal statutes; or*
    - d. *Conduct investigations into matters involving the national security of the United States; or*

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

### **2.25. NON PUBLISHED SERVICE, RELEASE OF INFORMATION, Continued**

#### *B. Agencies authorized to receive information, Continued*

##### *2. Continued:*

- e. Protect federal or foreign officials; or*
- f. Protect public health and safety; or*
- g. Conduct emergency rescue operations.*
- 3. Any public health agency of the State of California or of a city, county, or other local government.*
- 4. County or city 911 projects.*
- 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.*
- 6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.*
- 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.*

#### *C. Procedure for release of nonpublished information to authorized agencies.*

- 1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:*
  - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or*
  - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or*
  - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or*

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.25. NON PUBLISHED SERVICE, RELEASE OF INFORMATION, Continued

#### *C. Procedure for release of nonpublished information to authorized agencies, Continued:*

##### *1. Continued:*

- d. Employees or a county or city 911 project when acting in an official capacity; or*
- e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.*

- 2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.*
- 3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons. The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis. The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.*

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.25. NON PUBLISHED SERVICE, RELEASE OF INFORMATION, Continued

#### *D. Notification of Customer*

- 1. The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.*
- 2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.*
- 3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.*
- 4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.*
- 5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency, which requested the nonpublished information and the information released. If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.*

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

**2.25. NON PUBLISHED SERVICE, RELEASE OF INFORMATION, Continued**

*E. Exception for Health Officers*

*No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violated a client's or contact's right of privacy and confidentiality.*

*F. Release of Information to Interexchange Carriers*

*The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.*

*G. Retention of Records*

*All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.*

*H. Unsolicited Telephone Efforts*

*The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.*

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

### **2.26. INFORMATION TO BE PROVIDED TO THE PUBLIC**

A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.

Customers may contact the Company's Customer Service Department at 866.924.6834 or 916.231.5700 to obtain a copy of this tariff. Copies of the company's tariff schedules and advice letters are available to Customers free of charge and to the general public at \$0.20 per page to recover photocopying, postage and/or transmission expenses.

### **2.27. BLOCKING ACCESS TO 900 AND 976 INFORMATION SERVICES**

At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

### **2.28. NONPUBLISHED SERVICE**

Upon a Customer's request, the Customer's name, address, and telephone number will not be listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies, provided the requesting agency complies with the rules herein established in Appendix A of CPUC Decision Nos. 92860 and 99361, Case No. 10206, for the release of nonpublished information.

### **2.29. 911 EMERGENCY SERVICE**

Customers may access 911 service, through the Company's underlying carrier, at no charge. In the event a residential customer is disconnected for nonpayment, the Company will ensure that access to 911 services is continued.

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

### **2.30. DIRECTORIES**

The Company will make one printed directory available to each Customer at no charge. Such directories will be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in the rate schedule of this tariff.

### **2.31. DISCONTINUANCE OF SERVICE**

Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service as defined in D. 96-10-066, Appendix B, page 5.

### **2.32. DEMARCATION POINTS**

The Company does not undertake by this tariff to provide, maintain, repair or operate any wiring, equipment, facilities or service on the subscriber's side of the point of demarcation, as specified in the demarcation tariff schedules of AT&T, Inc.

### **2.33. DEAF AND DISABLED EQUIPMENT DISTRIBUTION PROGRAM**

The Company relies upon its underlying carrier to make arrangements to administer the Deaf and Disabled Equipment Distribution Program. Customers requiring special equipment to enable basic access to the voice network should call the Company Customer Care number, 916.281.2400 or 866.924.6834, for their order to be fulfilled.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.34. LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

*"Appendix B"*

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.*
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.*

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

**2.34. LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE, Continued**

*“4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both:*

*(1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and*

*(2) the burden of persuading the Commission that the service should be refused or should not be restored.*

*“5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.”*

### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE**

#### **3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls which are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.

#### **3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of an Access Line rate component plus (where/if applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by Company to certain exchanges, under specific conditions. The EAS calling area will be the same as the incumbent LEC in the given serving area.
- 3.2.5. In addition to service offered with this Local Exchange Service Section, Company shall also offer individually priced services. Individually priced offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group, and shall be offered in accordance with applicable regulations.

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**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.3. RESERVED FOR FUTURE USE**

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.4. LOCAL SERVICE TERM PLANS**

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE**

**3.5.1. Description**

- A. Basic Business Local Exchange service provides the Customer with voice-grade telecommunications service that can be used to place and receive calls. The Customer may place calls to any local calling station in the local calling area. The Customer may also place calls to toll-free numbers where equipment allows. Subject to availability, Customers may select their preferred telecommunications carrier for 1+ intraLATA and interLATA toll service.
- B. Market Expansion Line (MEL) service allows the Customer to have a telephone number out of a particular central office without having a physical presence in the area served by the central office. A call to a MEL can be forwarded to a central office in the calling area, or to a long distance number. The MEL product is also an alternative when a telephone number cannot be ported between central offices. The originating telephone number identification is not provided to the MEL Customer. MELs cannot be forwarded to 911, public pay telephone numbers, OUTWATS numbers, international telephone numbers nor 900 numbers. Service connection and long distance charges may apply.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE, Continued**

**3.5.2. Rates and Charges**

**A. Basic Line Packages and Monthly Rates**

<u><b>Package Name</b></u>	<u><b>Monthly Recurring Charge</b></u>				<u><b>Non- Recurring Charge</b></u>
	<u><b>Month to Month</b></u>	<u><b>1 Year</b></u>	<u><b>2-Year</b></u>	<u><b>3-Year</b></u>	
Local Region	\$187.50	\$150.00	\$150.00	\$150.00	\$25.00
California	\$196.50	\$159.00	\$159.00	\$159.00	\$25.00
Nation	\$207.00	\$169.50	\$169.50	\$169.50	\$25.00
Market Expansion Line – includes 5 call paths	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00 (I)
Add'l Call Path	\$30.00	\$30.00	\$30.00	\$30.00	\$45.00 (I)
Resale Service	ICB	ICB	ICB	ICB	\$45.00

1. California Package includes 1440 minutes of intrastate long distance usage per line. This plan is limited to a maximum 14,440 total minutes per account, per month. Usage beyond the first 1440 minutes per month is charged at a rate of \$0.04 per minute. See Section 4.4.5. for additional information.
2. Nation Package includes 2000 minutes of intra- and interstate long distance usage per line. This plan is limited to a maximum 20,000 total minutes per account, per month. Usage beyond the first 2000 minutes per month is charged at a rate of \$0.04 per minute. See Section 4.4.5. for additional information.
3. Customers at a single location cannot mix and match these Packages.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES**

- 3.6.1. The Company's T1 and T1 PRI based services are provided through its own switch facilities. These services ride a T1 or T1-capable facility which consists of common equipment, local exchange switching and flat-rate usage trunks/channels for access to the local exchange and toll networks. The Primary Rate Interface (PRI) includes a D channel that supports a data connection between the Customer's PBX or ISDN capable equipment and the Company's switch.
- 3.6.2. Where the Company is not collocated, the Customer has the option of utilizing a portion of an Enhanced Extended Loop (EEL). The monthly recurring extended Loop Fee applies in addition to each monthly recurring circuit charge.
- 3.6.3. The minimum term of service for the Company's T1-Based services is 1 year (12-months).
- 3.6.4. Zayo's Digital Voice T1 and ISDN PRI services are trunk side circuits designed to transmit digital voice signals between a customer's private branch exchange (PBX) and Zayo's central office switching center. The Digital Voice T1 service is a 1.544 Mbps circuit supporting 24 voice conversations each encoded at 64 Kbps. ISDN PRI, or Integrated Services Digital Network at a Primary Rate Interface, is an "enhanced T-1" service delivering voice conversations over 23 bearer (23 B) channels supported by one signaling channel (1 D). ISDN PRI offers out-of-band signaling delivering automatic and dialed number identification services and are limited to Customer applications that meet technical engineering design parameters. All services are subject to availability and are designed for retail customer applications.



**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.5. Novus T1 and Novus T1/PRI Services**

- A. Novus Services provide Customers with dynamically allocated bandwidth for local and long distance voice calls and Internet access over T1 connections. When lines are not in use for voice calls, the entire bandwidth is available for Internet access. Voice calls are prioritized.
- B. The Company offers three (3) configuration options:
  - 1. Novus T1 Business Lines: minimum of 1 and maximum of 16 lines.
  - 2. Novus T1 Digital Channels: minimum of 4 and maximum of 24 channels.
  - 3. Novus T1 Voice PRI: includes 23 B channels plus the D channel.
- C. The *Feature Packages* are available with the Novus products. See Section 3.7.4., following, for components and rates.
- D. Novus requires an essential, non-regulated data component.

**3.6.6. Integrated T1 Service**

Integrated T1 is a channelized product delivered over a T1 facility with a minimum requirement of 12 total channels; one (1) with voice. The channels may be any combination of voice or data channels, with at least one voice channel required per facility.

- A. The Company offers three (3) configuration options:
  - 1. Integrated T1 Business Lines.
  - 2. Integrated T1 Digital Voice Channels.
  - 3. Integrated T1 Analog Trunks.
- B. The *Feature Packages* are available with the Integrated T1 products. See Section 3.7.4., following, for components and rates.

**SECTION 3 –ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.7. Integrated ISDN PRI**

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

**3.6.8. Full Voice T1**

Digital voice service over T1 with all 24 channels activated; ISDN PRI T1 or ISDN PRI with 23B channels plus 1D channel.

**3.6.9. Rates and Charges**

**A. ISDN-PRI and Digital Voice**

<b>Service or Service Element</b>	<b>Month-to- Month</b>	<b>Monthly Recurring Charge</b>			<b>Non- Recurring Charge (Installation)</b>
		<b>1-Year</b>	<b>2-Year</b>	<b>3-Year</b>	
Zayo Voice ISDN PRI	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00 (I)
Zayo Digital Voice T1		\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00 (I)

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.9. Rates and Charges, Continued**

**B. Novus T1 Service**

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>
<u>Novus One (1) Year Term (per T1)</u>		
Novus Business Lines (1 – 16 lines)	\$260.00	\$1000.00
Novus Digital Trunks (4 – 24 trunks)	\$260.00	\$1000.00
Novus Voice PRI	\$342.00	\$1000.00
<u>Novus Two (2) Year Term (per T1)</u>		
Novus Business Lines (1 – 16 lines)	\$210.00	\$500.00
Novus Digital Trunks (4 – 24 trunks)	\$210.00	\$500.00
Novus Voice PRI	\$235.00	\$500.00
<u>Novus Three (3) Year Term (per T1)</u>		
Novus Business Lines (1 – 16 lines)	\$185.00	\$500.00
Novus Digital Trunks (4 – 24 trunks)	\$185.00	\$500.00
Novus Voice PRI	\$210.00	\$500.00

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### SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued

#### 3.6. T1-BASED SERVICES, Continued

##### 3.6.9. Rates and Charges, Continued

###### C. Integrated T1 Service

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>	
<u>Integrated T1 One (1) Year Term; 12-23 Channels</u>			
Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$1000.00	(I)
<u>Integrated T1 One (1) Year Term; 24 Channels</u>			
Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$1000.00	(I)

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.9. Rates and Charges, Continued**

**C. Integrated T1 Service, Continued**

Integrated T1 Two (2) Year Term; 12-23 Channels

Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$500.00	(I)

Integrated T1 Two (2) Year Term; 24 Channels

Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$500.00	(I)

Integrated T1 Three (3) Year Term; 12-23 Channels

Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$500.00	(I)

Integrated T1 Three (3) Year Term; 24 Channels

Integrated T1 Basic Business Lines (per line)	\$50.00		(I)
Integrated T1 Digital DID Trunks (per trunk)	\$50.00		(I)
Integrated T1 Digital (T1) Local Loop	\$250.00	\$500.00	(I)

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**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.9. Rates and Charges, Continued**

**D. Integrated PRI**

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>
Integrated PRI One (1) Year Term; 8 Voice Channel Minimum		
Integrated Voice PRI (per channel)	\$20.50	
Digital Local Loop	\$110.00	\$1000.00
Integrated PRI Two (2) Year Term; 8 Voice Channel Minimum		
Integrated Voice PRI (per channel)	\$20.50	
Digital Local Loop	\$60.00	\$500.00
Integrated PRI Three (3) Year Term; 8 Voice Channel Minimum		
Integrated Voice PRI (per channel)	\$20.50	
Digital Local Loop	\$35.00	\$500.00

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.6. T1-BASED SERVICES, Continued**

**3.6.9. Rates and Charges, Continued**

**E. Miscellaneous T1 Charges**

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>
Extended Loop Fee		
AT&T & SureWest Territories	\$75.00	
Frontier Territory	\$125.00	
Non-Standard Configuration	\$450.00	
Sequential DID Station Numbers (per number) [1]	\$0.18	\$0.30
Non-Sequential DID Numbers (per number) [1]	\$1.02	\$0.30
Inbound Caller ID [1]		
Caller ID Number Only	\$0.00	\$0.00
Caller ID Name & Number	\$24.00	\$0.00
Call Redirection [1]	\$30.00	\$250.00

[1] See Section 3.7.1. for descriptions.

## **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

### **3.7. CUSTOM CALLING FEATURES**

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

#### **3.7.1. Feature Descriptions**

##### **3 - Way Calling**

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

##### **6 - Way Calling**

This feature allows a User to establish a conference call of up to six parties including the User.

##### **Anonymous Call Rejection**

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

##### **Call Transfer**

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

##### **Caller ID Name & Number**

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

##### **Caller ID Number**

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



### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

#### **3.7. CUSTOM CALLING FEATURES, Continued**

##### **3.7.1. Feature Descriptions, Continued**

###### **Call Waiting**

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

###### **Caller ID on Call Waiting**

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

###### **Continuous Redial**

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

###### **Distinctive Ring**

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

###### **Single Number Service – Simultaneous Ring**

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

###### **Single Number Service – Sequential Ring**

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

### SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued

#### 3.7. CUSTOM CALLING FEATURES, Continued

##### 3.7.1. Feature Descriptions, Continued

###### **Hunting**

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

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

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

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

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

**SECTION 3 –ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.1. Feature Descriptions, Continued**

**Last Call Return**

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

**Selective Call Rejection**

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

**Speed Calling 8**

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

**Speed Calling 30**

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

**Call Hold**

This feature allows the User to put the caller on a hard hold using a star function. This could be used on a single line phone or a phone set that has no hold button.

### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

#### **3.7. CUSTOM CALLING FEATURES, Continued**

##### **3.7.1. Feature Descriptions, Continued**

###### **Call Forward Busy**

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

###### **Call Forward No Answer**

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

###### **Call Forward Busy/No Answer**

When a line is busy or unanswered within the time prescribed, the call is routed to a predetermined alternate telephone number or to voicemail. When activated, Call Forwarding Variable takes precedence over Call Forward No Answer and Call Forward Busy.

###### **Call Forward Variable**

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

###### **Remote Access Call Forwarding**

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

### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

#### **3.7. CUSTOM CALLING FEATURES, Continued**

##### **3.7.1. Feature Descriptions, Continued**

###### **Call Trace**

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

###### **Message Waiting Audible, Visual and/or Audible/Visual**

These features allow a voicemail User to be alerted to the presence of a voicemail message by a stutter dial tone, light on the Customer's handset, or both.

###### **Disconnected Number Referral**

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

###### **Custom Number Selection**

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

### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

#### **3.7. CUSTOM CALLING FEATURES, Continued**

##### **3.7.1. Feature Descriptions, Continued**

###### **Call Redirection**

Call Redirection allows incoming calls to Customer's voice trunk group to automatically forward to an alternate telephone number in case of a busy or a down condition. As soon as the Zayo switch no longer detects a signal from the Customer's location, all incoming calls that point into Customer's trunk group will automatically forward to alternate telephone number. Customer designates the forward-to number in advance, at the time of the initial provisioning of the services. This product is intended to be used on an incidental basis only for business continuity purposes. This service uses a Market Expansion Line to direct calls to the alternate location. The Market Expansion line charge is included in the Call Redirection fee. Customer will pay toll on all forwarded calls as applicable. (T1-based services only, see Section 3.6.7. for rates.)

###### **Sequential DID (Direct Inward Dial) Station Number**

These are telephone numbers in a sequential range that reside on DID (Direct Inward Dial) trunk circuitry. Charge applies when new numbers are assigned by the Company and/or when the customer is porting existing numbers assigned by a previous carrier. Note: new telephone numbers are not guaranteed until the line has been physically installed. (T1-based services only, see Section 3.6.7. for rates.)

###### **Non-Sequential DID Station Number**

These are individual telephone numbers not in a sequential range that reside on DID (Direct Inward Dial) trunk circuitry. Charge applies when new numbers are assigned by the Company and/or when the customer is porting existing numbers assigned by a previous carrier. Note: new telephone numbers are not guaranteed until the line has been physically installed. (T1-based services only, see Section 3.6.7. for rates.)

### **SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

#### **3.7. CUSTOM CALLING FEATURES, Continued**

##### **3.7.2. Blocking Option Feature Descriptions**

###### **Third Party Call Blocking**

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

###### **Collect Call Blocking**

This feature prevents a caller from placing a collect call to the Customer and billing the Customer for the call.

###### **Call Blocking - 900/976**

This feature prevents the User from placing chargeable information calls.

###### **Caller ID Block- Per Use**

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

###### **Caller ID Blocking**

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

###### **Call Blocking - Carrier Code**

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

###### **Call Blocking - Directory Assistance**

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

###### **Call Blocking - Directory Assistance - National**

Blocks Users from placing chargeable calls to national Directory Assistance.

###### **Call Blocking - Directory Assistance - Local**

Blocks Users from placing chargeable calls to local Directory Assistance.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.2. Blocking Option Feature Descriptions, Continued**

**Call Blocking - International**

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

**Call Blocking - 0+**

Prevents Users from making operator assisted calls.

**Call Blocking - 1+**

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

**Call Blocking - 1+ - Allows 800**

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

**Call Blocking- Inbound**

Prevents Customer from receiving inbound calls.

**Call Blocking- Outbound**

Prevents Customer from making outbound calls.



**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.3. Ala Carte Feature Rates<sup>1</sup>**

<b>Feature</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Installation Charge</b>
3 Way Calling	\$3.60	\$5.00
6 Way Calling	\$8.00	\$5.00
Anonymous Call Rejection (Requires Caller ID)	\$3.60	\$5.00
Call Transfer	\$3.60	\$5.00
Caller ID Name & Number per line	\$6.95	\$5.00
Caller ID Number	\$5.50	\$5.00
Call Waiting	\$3.60	\$5.00
Call Waiting ID	\$7.95	\$5.00
Continuous Redial	\$3.60	\$5.00
Distinctive Ring (each)	\$4.95	\$5.00
Hunting	\$1.60	\$5.00
Single Number Service – Simultaneous Ring	\$7.50	\$5.00
Single Number Service – Sequential Ring	\$7.50	\$5.00
Last Call Return	\$3.60	\$5.00
Selective Call Rejection	\$3.60	\$5.00
Speed Calling 8	\$3.60	\$5.00
Speed Calling 30	\$4.95	\$5.00
Call Hold	\$1.00	\$5.00
Call Forward Busy	\$3.60	\$5.00
Call Forward No Answer	\$3.60	\$5.00
Call Forward Busy/No Answer	\$7.20	\$10.00
Call Forward Variable	\$3.50	\$5.00
Remote Access Call Forwarding	\$9.00	\$5.00

<sup>1</sup> Regular applicable service connection charges apply.

**SECTION 3 –ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.3. Ala Carte Feature Rates<sup>2</sup>, Continued**

<b>Feature</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Installation Charge</b>
Message Waiting - Audible & Visual	\$0.00	\$0.00
Disconnected Number Referral	\$0.00	\$25.00
Custom Number Selection	\$0.00	\$250.00
Caller ID Block	\$4.95	\$5.00
Third Party Call Blocking	\$0.00	\$5.00
Collect Call Blocking	\$0.00	\$5.00
Call Blocking - 900/976 Service	\$0.00	\$5.00
Call Blocking – Carrier Code	\$0.00	\$5.00
Call Blocking – DA	\$0.00	\$5.00
Call Blocking - DA 411	\$0.00	\$5.00
Call Blocking - DA LD	\$0.00	\$5.00
Call Blocking – International	\$0.00	\$5.00
Call Blocking - 0+	\$0.00	\$5.00
Call Blocking - 1+	\$0.00	\$5.00
Call Blocking - 1+ - allows 8XX	\$0.00	\$5.00
Call Blocking – Incoming	\$0.00	\$5.00
Call Blocking - Outgoing	\$0.00	\$5.00

**Resale Feature Rates**

Call Waiting	\$12.91	\$5.00
3 Way Calling	\$11.91	\$5.00
Call Forward Variable	\$14.19	\$5.00
Last Call Return	\$10.79	\$5.00
Caller ID Name and Number	\$20.83	\$5.00
Custom Feature PKG	\$12.51	\$5.00
Call Forward Busy	\$5.89	\$5.00
Call Forward No Answer	\$5.89	\$5.00

<sup>2</sup> Regular applicable service connection charges apply.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.4. “Feature Package” & “Feature Package Plus” for Basic, Integrated T1 and Novus Business Lines and Integrated T1 Analog Channels**

<b>Feature Package Name</b>	<b>Monthly Recurring Rate</b>	<b>Non-Recurring Installation Charge</b>
Feature Package Per Line	\$4.25	\$10.00
Feature Package Plus; 1-5 Lines	\$13.50	\$10.00
Feature Package Plus; 6+ Lines	\$23.95	\$10.00

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

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

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 116

Competitive Local Carrier Tariff

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**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

(Reserved for Future Use)

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Advice Letter No. 25

Decision No.:

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: December 26, 2023

Effective: January 1, 2024

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.5. Call Tracing**

**A. General**

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

**B. Definitions**

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.5. Call Tracing, Continued**

**C. Regulations**

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.7. CUSTOM CALLING FEATURES, Continued**

**3.7.5. Call Tracing**

**D. Rates**

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.8 DIRECTORY LISTINGS**

**3.8.1 Regulations**

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

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



### SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued

#### 3.8 DIRECTORY LISTINGS, Continued

##### 3.8.2 Descriptions

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

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

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

**Directory Listing Cross Reference:** This optional service allows the Customer to buy a reference to another listing in the White Pages directory. It refers directory Users to an updated name or accurate name when a different name is commonly used for the Customer. This listing may or may not include a telephone number.

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

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.8 DIRECTORY LISTINGS, Continued**

**3.8.3. Rates**

<b><u>Listing Type*</u></b>	<b><u>Monthly Recurring Charge</u></b>	<b><u>Non-Recurring Installation Charge</u></b>
Directory Listing White Page	\$0.00	\$0.00
Directory Listing Additional White Page	\$6.00	\$10.00
Directory Information Listing (extra line)	\$3.75	\$10.00
Directory Listing Cross Reference	\$1.90	\$10.00
Directory Listing Foreign	\$3.05	\$10.00
Directory Listing Non-Published Number	\$1.75	\$15.00
Directory Listing Non-Listed Listing	\$1.75	\$15.00

\*All rates quoted are per single listing.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.9. MISCELLANEOUS RECURRING & NON RECURRING CHARGES**

**3.9.1. Non-Recurring Service Charges - Descriptions**

**A. Service Order Charge**

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

**B. Move Charge**

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

**C. Delay Charge**

See Section 3.9.4. Customer Not Ready – Service Facility Reservation Charges.

**D. Reconnection Fee**

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**  
Continued

**3.9.1. Non-Recurring Service Charges - Descriptions, Continued**

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

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**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**  
Continued

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

<b>Service</b>	<b>Non-Recurring Charge</b>
Service Order Charge – Basic Business Lines & Related Services	\$25.00
Service Order Charge – T1 Based, Digital Services	\$150.00
Move Charge – Basic Business Lines & Related Services	\$45.00
Move Charge – T1 (per circuit) (See Section 3.9.4.)	\$500.00
Reconnect Charge – DS0 (single voice-grade line)	\$45.00
Reconnect Charge – DS1 (T1 or greater circuit)	\$500.00
After Hours Conversion Charge – initial 2 hours	\$405.00
Each quarter-hour thereafter	\$50.75
Order (Internal) Expedite Charge	\$250.00
Expedite Charge	\$500.00
Cancellation Charge - after circuit is delivered to Customer premise	
Basic Business Lines & Related Services	\$45.00 or,
one (1) month's recurring charge per line,	
whichever is greater	
T1 or greater circuit	\$600.00, or,
one (1) month's recurring charge per circuit,	
whichever is greater	
Cancellation Charge – after commencement of order processing	
Basic Business Lines & Related Services	\$45.00
T1 or greater circuit	\$300.00

**3.9.3. Recurring Charges – Descriptions and rates**

**A. Third Party Pass Through Charge**

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

Rate: Individual Case Basis (ICB)

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**  
Continued

**3.9.3. Recurring Charges – Descriptions and rates, continued**

**B. 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.

NAA: 6.95%

**C. Account Maintenance Charge (AMC)\***

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

AMC: \$12.50

**1. Paperless, Electronic Billing Credit**

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

Credit: \$7.50

**2. ACH Auto Pay Credit**

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

Credit: \$5.00

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**  
Continued

**3.9.4. Charges – Descriptions**

**A. Customer Not Ready – Service Facility Reservation Charges**

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 to 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.

**B. Rates**

i. Due Date Change per Order \$150

Service Facility Reservation

Per circuit: the Monthly Recurring Rate for the finished circuit/service

**C. Station Level 911 Service**

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

- 3.11.1. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.
- 3.11.2. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

2-1-1 - Community Information and Referral Services

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

5-1-1 - Traffic and Transportation Information

7-1-1 - Telecommunications Relay Service

8-1-1 - Advanced Notice of Excavation Activities

9-1-1 – Emergency Service



**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

**D. Provision of Service – End User Customers**

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

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

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

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

**D. Provision of E-911 Service – End User Customers, Continued**

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

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

Company does not provide 911/E-911 service for any of its data services. Company does not provide PS/ALI Service<sup>3</sup> at this time, but Company will provide Customer with referrals to other companies who provide PS/ALI or emergency response services.

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

- E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
  
- F. When dialing 911 from a Multi-line Telephone System (MLTS), the actual location of the end user may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point (PSAP). It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Company will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

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

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

**SECTION 3 – ZAYO LOCAL EXCHANGE SERVICE, Continued**

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

**3.11.7. 711 Service**

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

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

### **STATEMENT REGARDING SERVICES, RATES, TERMS AND CONDITIONS PURSUANT TO COMMISSION DECISION NO. D.01-07-026**

The long distance intrastate Services offered in this and Tariff are all optional. Customers may elect the long distance company of their choice and may terminate the Company's service at any time by choosing another long distance carrier. Each of the Company's long distance rate plans are offered independent of each other and differ from each other by monthly calling volume and billing increments. All Customers may make initial plan selections or change plans by calling the Company's Customer Service Department at 1-866-924.6834. Specific product descriptions, terms and conditions of service and rates are contained below. The name and location of each Rule is set forth in the Table of Contents. In addition to the Company's tariffed service rates, Customers must pay certain Taxes and Surcharges, which are listed in the Taxes and Surcharges section of Cal. P.U.C. Tariff 6-T and referenced in the Table of Contents.

#### **4.1. GENERAL**

- 4.1.1. Long distance intrastate services include 1+, 800, operator services, directory assistance and private line services. Services will be offered on an IntraLATA and InterLATA basis and will be provided via a combination of leased and owned facilities. Such Services may be offered in conjunction with local service or on a stand-alone basis. Customers may access the company network either directly or via facilities of the local exchange carrier.
- 4.1.2. Use of the Company's long distance intrastate Services is subject to the rules and regulations set forth herein and in Section 2 of the Company's Schedule Cal. P.U.C. No. 6-T.



## **SECTION 4 - INTRASTATE LONG DISTANCE SERVICE, Continued**

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

#### **4.2.1. Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA /NXX V&H Coordinate Tape and AT&T Tariff No. 10.

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

#### **4.2.2. Account and Authorization Codes**

Account and Authorization Codes will be provided at Customer's request. Account and Authorization Codes allow the Customer to utilize a code prior to dialing a long distance call to provide customized billing.

## **SECTION 4 - INTRASTATE LONG DISTANCE SERVICE, Continued**

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

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

In addition to services offered with this Long Distance Interexchange Service section, Company shall also offer individually priced services. ICB offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group. All ICB arrangements shall be offered in accordance with applicable regulations.

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

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

## SECTION 4 - INTRASTATE LONG DISTANCE SERVICE, Continued

### 4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE

- 4.3.1. Long distance intrastate Services is telephone service that allows Customers to place calls from Customer location to locations outside the Customer's local calling area. Customers may also receive calls that originate from other select locations worldwide. Also included is travel card service for calling to nationwide locations while traveling. Services are offered on a month-to-month basis, and for terms of 1 year or more.
- A. **Long Distance Intrastate Switched Service** is offered whereby originating calls are routed by the Local Exchange Company (LEC) to Company's network. Call termination is completed through a combination of Company's facilities, LEC facilities and IXC facilities.
  - B. **Long Distance Intrastate Dedicated Service** is offered whereby calls originate via dedicated facilities between the Customer's premise and Company's point-of-presence (POP). Call termination is completed through a combination of Company facilities, LEC facilities and IXC facilities.
  - C. **Long Distance Intrastate Switched 8XX (800/888/877) Service** is offered whereby calls originate via LEC facilities. Call termination is completed via local exchange lines at the Customer's premise.
  - D. **Long Distance Intrastate Dedicated 8XX (800/888/877) Service** is offered whereby calls originate via LEC facilities. Call termination is completed via dedicated facilities between the Customer's premise and Company's point-of-presence (POP).
  - E. (Reserved for future use.)

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

**4.3. DESCRIPTION OF LONG DISTANCE INTEREXCHANGE SERVICE,**  
Continued

4.3.1. Continued

- F. **Toll Free Inbound Service** is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Company Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds.
- G. For Long Distance purposes, “On-Net” and “Dedicated” are used to define Switched call types where Zayo is also the Customer’s LEC. “Off Net” and “Switched” is used to describe Switched Long Distance service where Zayo is not the Customer’s LEC.

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

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

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

<b>Access</b>	<b>Intrastate Rate</b>
Dedicated	\$0.11
Switched	\$0.12

Verified Account Codes are available with Outbound 1+ Service:

<b>Service</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge</b>
Verified Account Codes	\$22.50	\$45.00

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

<b>Access</b>	<b>Intrastate Rate</b>
Dedicated	\$0.12
Switched	\$0.13

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

- 4.4.3. Inbound “Toll Free” Service, Monthly Recurring Charges

<b>Service</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge</b>
Toll Free Service Charge – per Toll- Free Number Assignment	\$50.00	\$0.00

(I)

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

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

**4.4.4. (Reserved for Future Use)**

**4.4.5. Long Distance Packages**

A. The following packages are available to Customers who purchase the corresponding Zayo Basic Business Line services. All lines at the location must be PIC'd to Zayo for both intrastate and interstate long distance services, and be on the same billing account.

<u><b>Package Name</b></u>	<u><b>Local Calls</b></u>	<u><b>Included Minutes</b></u>	<u><b>Intrastate Rate</b></u>	<u><b>Interstate Rate</b></u>
California*	Included	1440 Intrastate per line	\$0.04	\$0.04
Nation*	Included	2000 Intrastate and/or Interstate per line	\$0.04	\$0.04

\* The California plan is limited to a maximum of 14,440 total minutes per account, per month and the Nation plan to a maximum 20,000 total minutes per account, per month. Usage beyond the Included Minutes per month is charged at a rate of \$0.04 per minute.

**SECTION 4 – INTRASTATE LONG DISTANCE SERVICE, Continued**

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

**4.4.5. Long Distance Packages, Continued**

- B. The following packages are available to Customers that purchase Zayo T1 local voice services and is applied to all voice services at the Customer's physical location. All voice services at the location must be PIC'd to Zayo for both intrastate and interstate long distance services.

<u>Minutes</u>	<u>Package</u>	<u>Monthly Recurring Charge</u>	<u>Overage Rate</u>
500	ValuePlanPlus 500	\$15.00	\$0.0400
1,000	ValuePlanPlus 1000	\$25.00	\$0.0400
2,000	ValuePlanPlus 2000	\$50.00	\$0.0400
5,000	ValuePlanPlus 5000	\$100.00	\$0.0350
10,000	ValuePlanPlus 10000	\$195.00	\$0.0350
20,000	ValuePlanPlus 20000	\$400.00	\$0.0350
30,000	ValuePlanPlus 30000	\$600.00	\$0.0350
40,000	ValuePlanPlus 30000	\$800.00	\$0.0350
50,000	ValuePlanPlus 30000	\$1000.00	\$0.0350

Operator services calls, and directory assistance calls are not included in the packaged minutes.

## SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS

### 5.1. PROMOTIONAL OFFERINGS

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

### 5.2. VPN SOLUTIONS

#### 5.2.1. Description

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

VPN Solutions is available to Customers with multiple locations either intrastate or in multiple states. Extended Loop Fees may apply (see Section 5.2.4.).

#### 5.2.2. VPN Solutions Voice Components and Rates

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



**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.2. VPN SOLUTIONS, Continued**

**5.2.2. VPN Solutions Voice Components and Rates, Continued**

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

## SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued

### 5.2. VPN SOLUTIONS, Continued

#### i. VPN Solutions Feature Options and Rates

##### A. The *Feature Package* and *Feature Package Plus* Feature Packages for Novus VPN Business Lines\*

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge(Install)</b>
Feature Package, per line	\$3.00	\$15.00
Feature Package Plus, per service location	\$13.50	\$15.00

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

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

##### B. Optional Line Features (Feature availability varies by location.)\*

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

\* See Section 3.7.1. for individual feature descriptions.

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**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.2. VPN SOLUTIONS, Continued**

5.2.3. VPN Solutions Feature Options and Rates, Continued

B. Optional Line Features (feature availability varies by location),\* Continued

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>
Call Blocking - 0+	\$0.00	\$5.00
Call Blocking - 1+	\$0.00	\$5.00
Call Blocking - 1+ - allows 800	\$0.00	\$5.00
Call Blocking - 900/976 Service	\$0.00	\$5.00
Call Blocking - Carrier Code	\$0.00	\$5.00
Call Blocking - DA	\$0.00	\$5.00
Call Blocking - Deny All Toll	\$0.00	\$5.00
Call Blocking - International	\$0.00	\$5.00
Custom Number Selection		
(per number or per block of DIDs)	\$0.00	\$250.00
Disconnected Number Referral	\$0.00	\$25.00
Single Number Service		
Simultaneous Ring	\$7.50	\$5.00
Single Number Service		
Sequential Ring	\$7.50	\$5.00

\* See Section 3.7.1. for individual feature descriptions.

## SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued

### 5.2. VPN SOLUTIONS, Continued

#### 5.2.3. VPN Solutions Feature Options and Rates, Continued

##### C. Directory Listings\*

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

\* See Section 3.8. for Directory Listings descriptions.

#### 5.2.4. Miscellaneous T1 Charges

<b>Service or Service Element</b>	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge (Install)</b>
Extended Loop Fee	\$75.00	
Non-Standard Configuration	\$450.00	
Sequential DID Station Numbers (per number) [1]	\$0.15	\$0.30
Non-Sequential DID Numbers (per number) [1]	\$0.85	\$0.30
Inbound Caller ID [1]		
Caller ID Number Only	\$0.00	\$0.00
Caller ID Name & Number	\$20.00	\$0.00
Call Redirection [1]	\$25.00	\$250.00

[1] See Section 3.7.1. for descriptions.

## **SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

### **5.3. BROADBAND BUNDLES**

#### **5.3.1. Description**

- A. Zayo's Broadband Bundles are groupings of telecommunications services, combined under single, monthly rates. The Bundles include On-Net voice lines, with certain standard calling features, voice mail, long distance, audio conferencing service, Internet bandwidth capable of speeds up to 20 Mbps, email, web- and domain name hosting and 10 GB of online data storage. Additional features and services are available and priced separately.
- B. The standard features available with the Broadband Bundle voice lines include 3-Way Calling, Call Transfer, Caller ID Name and Number, Call Waiting, Continuous Redial, Call Forward Busy, Selective Call Rejection, and Remote Access Call Forwarding. Standard features are described in Section 3.7. of this tariff.
- C. Customers subscribing to a Broadband Bundle will have the same Directory Listing options as described in Section 3.8., and access to Directory Assistance.
- D. Broadband Bundles are restricted to customers within the area served by the Company's switch and certain associated wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.
- E. Unlimited Nationwide Outbound Calling: includes outbound, long distance calls to any of the lower 48 contiguous states only. Usage is limited to, and must be consistent with, average and typical business usage levels. Use of auto dialing, internet access, foreign exchange services, call centers, broadcast faxing, or similar operations are prohibited and additional charges and penalties may apply. Zayo may also elect, in its sole discretion, to terminate Customer's Services for violation of the foregoing or move Customer to an alternate service plan.

**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.3. BROADBAND BUNDLES, Continued**

**5.3.2. Broadband Bundles Rates**

	Monthly Recurring Charge	Non-Recurring Charge (Install)
<b>12-Month Service</b>		
Broadband Bundle with 1 Business Line	\$169.00	\$99.00
Broadband Bundle with 2 Business Lines	\$199.00	\$99.00
Broadband Bundle with 3 Business Lines	\$229.00	\$99.00
Broadband Bundle with 4 Business Lines	\$259.00	\$99.00
Broadband Bundle with 5 Business Lines	\$289.00	\$99.00
Broadband Bundle with 6 Business Lines	\$319.00	\$99.00

	Monthly Recurring Charge	Non-Recurring Charge (Install)
<b>36-Month Service</b>		
Broadband Bundle with 1 Business Line	\$159.00	\$99.00
Broadband Bundle with 2 Business Lines	\$189.00	\$99.00
Broadband Bundle with 3 Business Lines	\$219.00	\$99.00
Broadband Bundle with 4 Business Lines	\$249.00	\$99.00
Broadband Bundle with 5 Business Lines	\$279.00	\$99.00
Broadband Bundle with 6 Business Lines	\$309.00	\$99.00

Broadband Bundle includes:

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

**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.4. BUSINESS ESSENTIALS**

**5.4.1. Description**

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

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**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.4. BUSINESS ESSENTIALS, Continued**

**5.4.2. Rates**

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



**SECTION 5 – PROMOTIONS & SPECIAL PROGRAMS, Continued**

**5.4. LD VOICE PACKAGES**

Package Type	LD and Feature Package 2000	LD and Feature Package 5000	LD and Feature Package 10,000
Monthly Recurring Charge	\$19.95	\$49.95	\$89.95
Long Distance Minutes Included	2,000	5,000	10,000
Features Available	Choose from 13 features, see Section 3.7. Custom Calling Features. Packages include one Premium Voicemail Box		
DIDs Included	Up to 50	Up to 100	Up to 200
Overage Charges	See overage rates in Section 4.4.6. ValuePlanPlus Long Distance Packages		

## **SECTION 6 – ZAYO DIRECTORY ASSISTANCE SERVICE**

### **6.1. REGULATIONS**

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

- 6.1.1. Telephone calls by Customers for telephone number listings will be answered and numbers given if the requested number is listed the Directory Assistance records.
- 6.1.2. Requests placed through an operator when normal Directory Assistance service is available may be subject to the rate for direct dialed calls plus the charge for the operator assistance.
- 6.1.3. Use of Directory Assistance Service is subject to the limitations of liability set forth in Section 2.6 of this Tariff.

### **6.2. RATES**

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

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

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 155

Competitive Local Carrier Tariff

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**SECTION 7 – (RESERVED FOR FUTURE USE)**

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Advice Letter No. 25

Decision No.:

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: December 26, 2023

Effective: January 1, 2024

U-6102-C  
Zayo Group, LLC  
1821 30<sup>th</sup> Street,  
Unit A  
Boulder, CO 80301

Schedule Cal. P.U.C. No. 2-T

Original Sheet No. 156

Competitive Local Carrier Tariff

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**SECTION 7– (RESERVED FOR FUTURE USE)**

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Advice Letter No. 25

Decision No.:

Issued By:  
Donna Heaston  
Corporate Attorney

Date Filed: December 26, 2023

Effective: January 1, 2024

## SECTION 8 – SAMPLE FORMS

### 8.1. DEPOSIT RECEIPT

{Date}

{Customer Name}

{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \${deposit amount}.

This deposit, less the amount of any unpaid bills for services furnished in California will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

Sincerely,

Zayo

**SECTION 8 – SAMPLE FORMS, Continued**

**8.2. DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT**

{Date}

{Customer Name}  
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for local telephone service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local telephone service by paying a deposit. Please call our customer service department at 916.281.2400 or 866.924.6834 to obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

Zayo

**SECTION 8 – SAMPLE FORMS, Continued**

**8.3. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT**

{Date}

{Customer Name}

{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicated that your account is past due. In order to avoid any interruption in your telephone service, payment in the amount of \$ {amount} must be received by us no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month's usage, plus reconnection charges. Your local service will not be disconnected for nonpayment of Category III or other unregulated competitive services.

If you believe that the amount now overdue was billed in error, Zayo will investigate the disputed amount upon written request. If, after Zayo completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by Zayo to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. Upon receipt of the deposit, the PUC will notify Zayo will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.

**SECTION 8 – SAMPLE FORMS, Continued**

**8.3. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT, Continued**

4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.
6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by Zayo be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at 916.281.2400 or 866.924.6834.

Sincerely,

Zayo



## SECTION 9 – OBSOLETE SERVICES

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

#### A. ValueSelect Package Includes:

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

#### B. ValueSelect Custom Plus Package Includes:

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

#### C. ValueSelect Feature Package Rates:

<b>Feature Package Name</b>	<b>Monthly Recurring Rate</b>	<b>Non-Recurring Installation Charge</b>
ValueSelect Rate per line	\$4.25	\$10.00
ValueSelect Custom Plus Rate per 1-5 lines per service location	\$13.50	\$10.00
ValueSelect Custom Plus Rate per 6+ lines per service location	\$23.95	\$10.00

## SECTION 9 – OBSOLETE SERVICES

### 9.2 Obsolete ValuePlanPlus Packages

Minutes	Package	Monthly Recurring Charge	Overage Rate
200	ValuePlanPlus 500	\$ 15.00	\$ 0.0600
700	ValuePlanPlus 700	\$ 21.00	\$ 0.0600
1,500	ValuePlanPlus 1500	\$ 45.00	\$ 0.0600
2,500	ValuePlanPlus 2500	\$ 75.00	\$ 0.0500
3,000	ValuePlanPlus 3000	\$ 90.00	\$ 0.0500
7,500	ValuePlanPlus 7500	\$ 150.00	\$ 0.0400
12,000	ValuePlanPlus 12000	\$ 240.00	\$ 0.0400
14,000	ValuePlanPlus 14000	\$ 280.00	\$ 0.0400
18,000	ValuePlanPlus 18000	\$ 360.00	\$ 0.0400
25,000	ValuePlanPlus 25000	\$ 500.00	\$ 0.0400