

Zayo Group, LLC

Colorado Local Exchange Price List No. 5
Replaces and Supersedes (1) Electric Lightwave, LLC dba Allstream
Colorado PUC Tariff No. 5 and (2) Zayo Group, LLC Colorado PUC Tariff No. 1
Original Sheet No. 1

LOCAL EXCHANGE PRICE LIST APPLICABLE TO
TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF COLORADO

BY

Zayo Group, LLC
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Effective: January 1, 2024

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

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

- (C) To signify a change in text due to a changed regulation, term or condition that does not affect rates.
- (D) To signify deleted or discontinued rate, regulation, term or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (M) To signify that material has been moved from or to another part of the Price List; a footnote indicating where the material was moved from and where the material was moved to shall be included with each "M" classified changes.
- (N) To signify new product, rate, regulation, term or condition.
- (T) To signify a change in text but no change to rates, charges, terms or conditions.

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PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each 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. 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:
- 2.0
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.i.
 - 2.1.1.A.i.a.

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Original Sheet No. 8

APPLICATION OF PRICE LIST

This Price List applies to intrastate interexchange and competitive local exchange telecommunications services and facilities offered within the State of Colorado by Zayo Group, LLC (“Zayo”).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premises 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 Price List.

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

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

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

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

CARRIER - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the Colorado Public Utilities 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.

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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.

CLAIMS - Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights,

Arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company Facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal therefrom.

COMMENCEMENT DATE (CONVERSION DATE or INSTALLATION DATE) - the date when Company commences providing telephone services pursuant to this Price List.

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.

COMMISSION - The Colorado Public Utilities Commission.

COMPANY – Zayo Group, LLC.

COMPANY FACILITIES - All cable and equipment owned or controlled by Company and utilized by Company to provide Service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of Company.

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

DEMARCATION POINT - The point of connection provided and maintained by the Carrier, at which the Carrier's services and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Carrier and the property owner or customer, and is normally located near the point where the Carrier's facilities enter the building or property, on the customer'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 Carrier 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..

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 or disconnection of service by the company per customer request or for non-payment.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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.

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.

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 Local Calling Areas as determined by the Colorado PUC and as specified within the Company's Price Lists.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

LOCAL CALLING AREA - The geographic area the approved by the Commission in which customers may make calls without payment of a toll charge for each call. The local calling area may include exchange areas in addition to the serving exchange area.

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 Price List.

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 - All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

STATE - The state of Colorado.

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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

SUBSCRIBER - See Customer.

SUSPENSION - Temporary disconnection of services for any number of reasons, including, but not limited to nonpayment in accordance with the terms and conditions specified in this Price List and in accordance with Commission rules.

PRICE LIST- The rates, charges, rules and regulations

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 calling area of the originating caller, which is rated on a toll schedule by the Company.

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating within the State of Colorado, 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 Colorado.
- 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+ and inbound "800" 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. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.8. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.
- 2.2.2. Company reserves the right to immediately disconnect service without notice, without incurring liability pursuant to the provisions of Commission Rule 4 CCR 723-2-2303.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer of the service or any rights associated with the service. Transfer may be permitted if the Customer has paid all charges owed to the Company. Transfers will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply, as stated elsewhere in this Price List. All regulations and conditions contained in this Price List 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 early 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 terminations charges, if the Service is transferred without notice to, and approval by the Company. In no event shall Zayo collect more than total charges owed.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

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

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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.
- 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 Price List. 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 Price List.
- 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 Colorado State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Price List 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.

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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) and or its designated service contact(s) 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.

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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 Price List until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Price List 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 prior to Service Commencement; a cancellation charge will apply as specified elsewhere in this Price List.
- 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.

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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 Price List, 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 Price List or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. SPECIAL CONSTRUCTION, Continued

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY

- 2.6.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of Customer are exclusive and in no event shall Company, its employees, officers, agents and employees' agents be liable for or responsible to Customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by Company, including but not limited to any death, bodily injury, or interruption of service, loss of business or profits or any indirect, incidental, special or consequential damages.
- 2.6.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- A. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
 - B. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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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, and 4 CCR 2304(b)(IV)(A) of the Code of Colorado Regulations, 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;

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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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.2., Continued

- 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 unlawful or unauthorized use of the Company's facilities and Services;
- N. Breach in the privacy or security of communications transmitted over the Company's facilities;
- O. 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;
- P. 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;
- Q. 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;
- R. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.2., Continued

- S. Any non-completion of calls due to network busy conditions;
- T. Any calls not actually attempted to be completed during any period that service is unavailable.
- U. Any calls not actually attempted to be completed during any period that service is unavailable.
- V. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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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 Price List 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 Colorado law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, 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. The Company 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, the 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 ALI to the appropriate PSAPs. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIMITATION OF COMPANY'S LIABILITY, Continued

2.6.8. With respect to Emergency Number 911 Service:, Continued

B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.6.9. Subject to the provisions in Section 2.13. of this Price List, 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.

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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.

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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 non-published listing or non-listed 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 or non-listed 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 Price List, 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.

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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 Price List 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 Price List 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 Price List 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.1. General Liabilities of the Customer, Continued

- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless the 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.2. Liability of the Customer for Unauthorized Use of the Network

A. Unauthorized Use of the Network

1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Price List; 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 Price List, 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 Price Listed charges by either rearranging, tampering with, or making connections not authorized by this Price List 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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

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

A. Unauthorized Use of the Network, Continued

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 Price List, 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 Price List. 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 ninety (90) days from the date of issuance of the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

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

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PROVISION OF EQUIPMENT AND FACILITIES

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

- 2.8.5. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. 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.

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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 Price List.
- 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.6. 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;
- 2.9.7. 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;
- 2.9.8. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.9. 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;
- 2.9.10. 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 Price List; 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;
- 2.9.11. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.9.12. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.13. 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;
- 2.9.14. In the event the Customer's Basic Local Exchange Service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the customer, or is found to be out of order by the Company (whichever occurs first), appropriate adjustments shall be automatically made by the LEC to the customer's bill.
- 2.9.15. The Customer is responsible for placing any necessary orders and for complying with Price List 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.
- 2.9.16. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.17. 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 Price List, 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.

- 2.9.18. 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.
- 2.9.19. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

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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 Price List as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.10.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form presubscribed by Company;
or
- C. Paying a cash deposit pursuant to Section 2.11.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. ESTABLISHMENT OF CREDIT, Continued

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.

- 2.10.3. 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.

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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 in conformity with 4 CCR 723-2-2302.

2.11.2. Deposit

- A. Company reserves the right to require Customer to make a deposit to guarantee payment of charges. Deposits will not exceed three (3) months of local service charges and associated taxes and surcharges and will be collected and maintained according to Commission rules and regulations.
- B. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
- C. A deposit will accrue interest at the rate set annually by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection and shall be paid at least annually.

Current rate of interest: 4.08%

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11 DEPOSITS, Continued

2.11.2. Deposit, Continued

- D. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
- E. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
- F. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Price List or for tendering payments when due.

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SECTION 2 - RULES AND REGULATIONS, Continued

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 Price List 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING

2.13.1. General Payment Regulations

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated, or, in certain circumstances, when circuit is delivered.
- C. Billing for local services will be rendered monthly in advance. Charges for long distance service are based on actual usage, and are billed monthly in arrears.
- 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 Commencement date, and shall pay Company for any such charges which may be assessed against Company under the terms of any agreement with a prior carrier.
- F. Billing is payable upon receipt or 15 days after the bill date and is considered to be past due if not paid within thirty (30) days after the due date of the invoice.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.2. Late Payment Fee

- A. Customer will be liable for late fees on payments received thirty (30) days after due date, calculated at 1.5% per month.
- B. The late payment charge will be applied to all undisputed amounts previously billed under this Price List, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges.
- C. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- D. Late payment charges do not apply to final accounts.

2.13.3. Checks

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$20.00.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.4. Overpayments

- A. 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, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill.
- B. 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 for the service classification under which the Customer was billed.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.4. Overpayments, Continued

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

2.13.5. Back Billing

- A. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Price List 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.
- C. If the Company under-bills the Customer, the Customer may make an installment payment arrangement when the amount exceeds the charges for two months of basic local exchange service and any associated taxes and surcharges. Any installment payment agreement may, at the option of the Customer, extend over a time period equal in length to the period over which the errors were accrued. Charges for under-billing shall not be billed for a period of time exceeding two years and shall not include late payment fees or interest.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.6. Customer Complaints and Billing Disputes

A. Customer Complaints

1. A Customer or prospective customer may initiate a complaint with the Company on any relevant matter by calling Customer Service at 1-888-444-1976, or by sending an email to: serviceexperts@zayo.com

B. Billing Disputes

1. In the event that the Customer disputes any charges billed by the Company prior to disconnection, the Company shall withhold disconnection and promptly investigate the dispute. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute, but is not required to so submit an itemized list.
2. Company shall promptly investigate the dispute (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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.6. Customer Billing Disputes and Complaints, 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 as provided in 4 CCR 723-2-2303.
4. Upon settlement of the dispute, any sums owed to the Customer will be refunded.

The address of the Commission is:

Colorado Public Utility Commission
1560 Broadway, Suite 250
Denver, CO 80202-5102
Telephone: 303-894-2070 (Local call)
Toll Free: 1-800-456-0858 (Colorado only)
Fax: 303-894-2065
Email: PUCConsumer.Complaints@dora.state.co.us

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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 eight (8) hours in a twenty-four (24)-hour period 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 Price List.
- 2.14.2. In the event the customer's basic local exchange service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the customer, or is found to be out of order by the LEC (whichever occurs first), appropriate adjustments shall be automatically made by the LEC to the customer's bill.
- 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.

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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 eight (8) hours in a twenty-four (24)-hour period.
- 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.

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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 Price List 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 2.11; and (3) service charges specified in Section 3.5 of this Price List. 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 Price List and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. CANCELLATION BY CUSTOMER

- 2.16.1. Customer may cancel local service by providing oral or written notice to Company, unless the terms of any separate Agreement with Company state otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.16.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.16.3. If Customer terminates a Services Agreement or all or any part of the Services thereunder to the end of the Services Term, the 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 the Company breaches the Services Agreement. Customer acknowledges that 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 the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY

- 2.17.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with the Code of Colorado Regulations, 4 CCR 723-2, Section 2303(a) Disconnection of Service Without Notice; Permissible Reasons:
- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
 - B. In the event of tampering with the Company's equipment; or
 - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY, Continued

- 2.17.2. Company may discontinue service on fifteen (15) days written notice, excluding Saturdays, Sundays and holidays, according to the following conditions, in accordance with the Code of Colorado Regulations, 4 CCR 723-2, Section 2303(b), Disconnection of Service With Notice; Permissible Reasons and Section 2303(d), Notice Requirements:
- A. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
 - B. For failure of the Customer to meet the Company's deposit and credit requirements;
 - C. For failure of the Customer to make proper application for service;
 - D. For Customer's violation of any of the Company's rules on file with the Commission;
 - E. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 - F. For Customer's breach of the contract for Service between the Company and the Customer;
 - G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
 - H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY, Continued

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.18. RESERVED FOR FUTURE USE

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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.

2.20. LINE EXTENSION POLICY

Reasonable rates and charges involve consideration of costs and the degree of risk associated with furnishing telephone service. Certain situations involve substantial extra cost or risk, e.g., 1) the facilities required will be temporary; 2) facilities are ordered in advance of actual customer demand for service; 3) unusual costs are involved in furnishing the service or facilities; 4) exchange service is ordered for areas where the telephone facilities are not available. The provision of telephone service may require the payment of Construction Charges, land development, special and/or temporary Construction Charges by the customer ordering telephone service or requesting facilities. These charges are in addition to the regular rates and charges applicable for the exchange service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.21. TAXES AND SURCHARGES

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

2.22. RESERVED FOR FUTURE USE

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SECTION 2 - RULES AND REGULATIONS, Continued

2.23. EMERGENCY NUMBER SERVICE (911)

2.23.1. General

- A. Emergency Number Service (911 Service) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) receives telephone calls dialed to the telephone number 911, from service users within a 911 service area.

The telephone user who dials the 911 number will not be charged for the call.

- B. The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating access line location are furnished to the PSAP.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.23. Universal Emergency Number Service, Continued

2.23.2. Emergency Telephone Service Charge

The Company will assess a monthly surcharge on each line, which is remitted by the Company to public or other agencies that provide 911 services pursuant to Commission rules and Colorado law.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.23. Universal Emergency Number Service, Continued

2.23.3. Rules and Regulations

- A. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the 911 service.
- B. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company shall not be liable to the Customer, to any party using the Customer's facilities to access Emergency 911 service, or to any other party or person, for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted for any personal injury to or death of any person or persons, or for any loss or 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 or operation of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence condition, location or use of any equipment and facilities used to provide access to Emergency 911 service, and which arises out of the negligence or other wrongful act of the Company, or the employees or agents thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.23. Universal Emergency Number Service, Continued

2.23.3. Rules and Regulations, Continued

- C. Neither is the Company responsible for any infringement or invasion of the right of privacy to the Customer, or any person or persons using the Company's facilities to access Emergency 911 service, 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 associate therewith, or by any services or facilities furnished by 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 Company, or the employees or agents thereof. In addition, the Company or any employee or agent thereof shall not be liable for any damages in a civil action for injuries, death, or loss to Customer, or any other person or property, incurred as a result of any act or omission of the Company, its employees, or agents in connection with developing, adopting, implementing, maintaining, enhancing, or operating this Emergency 911 service, unless such damage or injury was intentionally caused by or resulted from gross negligence of the Company its employees or agents.
- D. The limitations of liability set forth in this section shall be in addition to any other limitations contained elsewhere in this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued

**2.24. TELECOMMUNICATIONS RELAY SERVICES FOR DISABLED
TELEPHONE USERS**

2.24.1. Basis and Purpose

The Colorado Public Utilities Commission requires all jurisdictional telecommunications carriers to participate in the Telecommunications Relay Services for Disabled Telephone Users.

2.24.2. Uniform Charge

Pursuant to *4 Code of Colorado Regulations 723-2-2820*, the Company will bill each telephone access line provided by it a uniform charge as specified by the Commission. The uniform charge will be listed as a separate item appearing on each customer's monthly billing statement. The charge will be listed as the "Colorado Telecommunications Relay Service Fund."

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SECTION 2 - RULES AND REGULATIONS, Continued

2.25. (RESERVED FOR FUTURE USE)

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SECTION 2 - RULES AND REGULATIONS, Continued

2.26. COLORADO HIGH COST FUND

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Colorado Legislature authorized the Public Utilities Commission to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism, 4 Code of Colorado Regulations 723-2-2840. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs that a surcharge, called the Colorado Universal Service Charge will be levied on all telecommunications services purchased by end-users.

The Colorado Universal Service Charge may be changed on a quarterly basis.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.27. EARLY TERMINATION OF SERVICE

- 2.27.1. The term of Service commences on the Commencement Date.
- 2.27.2. If Customer terminates a Services Agreement or all or any part of the Services thereunder 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. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by the Company through the date of termination.
- 2.27.3. If Customer terminates service or if the Company terminates Service for cause under this Price List, prior to fulfilling term commitment and Customer entered into term commitment prior to the effective date of this Price List, Customer shall pay termination charges as set forth below.
- A. Early Termination Charges equal to the amount of the monthly term discount times the number of months served under the contract (or fraction thereof) plus any termination charges paid to Customer's previous carrier by the Company. The amount of the monthly term discount is defined as the difference between billed charges the Customer would have paid in the absence of a term commitment (e.g., month-to-month service) less billed charges the Customer actually paid under the term commitment. Such termination charges are in addition to any due but unpaid recurring and all unpaid nonrecurring charges, including any installation charges waived by the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.28. PREFERRED CARRIER FREEZE

The Company offers a free service called Preferred Carrier Freeze on all its local and long distance products. The Freeze allows Customers to designate permanent choices for their long distance provider(s) (Intra- and InterLATA carriers) and local exchange service provider so that these carriers cannot be changed without the written authorization of the Customer. Upon initiation or transfer of service, the Company will inform the Customer of the option to freeze the intraLATA, interLATA and/or local service provider choices. At the time the Customer contacts the Company to establish a freeze, the Company will explain to the Customer how to change the Freeze.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.29. ABBREVIATED DIALING CODES (N-1-1)

- 2.29.1. 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.
- 2.29.2. 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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.29. Abbreviated Dialing Codes (N-1-1), Continued

- 2.29.3. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)
- 2.29.4. 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.
- 2.29.5. The Company will provide only 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.

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SECTION 3 - LOCAL SERVICE OFFERINGS

3.1. Local Services

Company provides telecommunications services through the Company's own switch facilities and the facilities of other telecommunications carriers and providers. Depending on the Customer's needs, they have a choice of services and features to which they can subscribe as set out herein.

3.1.1. Local Service Term Plans

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

- A. 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
- B. 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.
- C. 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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

3.1.2. Basic Business Line

Basic Business Line 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. Basic Business Line is a flat rate, business service. Features and feature packages are available for the Basic Business Lin service. See Section 3.2. for descriptions and rates.

A. Basic Business Line Rates

Service [2]	Monthly Recurring Charge [1]				Non-Recurring Charge	
	Month-to-Month	1-Year Term	2-Year Term	3-Year Term		
Basic Business On-Net	\$185.00	\$185.00	\$185.00	\$185.00	\$45.00	(I)
Basic Business Off-Net (Qwest Zones 1 & 2)	\$185.00	\$185.00	\$185.00	\$185.00	\$45.00	(I)
Basic Business Off-Net (Qwest Zone 3)	\$185.00	\$185.00	\$185.00	\$185.00	\$45.00	(I)

[1] Monthly recurring charge does not include taxes and surcharges.

[2] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

(Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

3.1.3. Market Expansion Line (f/k/a Remote Call Forwarding)

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.

A. Market Expansion Line Rates

SERVICE	MONTHLY RECURRING CHARGE [1]	NON-RECURRING CHARGE (INSTALL)	
On-Net Market Expansion Line [2]	\$81.25	\$50.00	(I)
Additional Call Paths	\$36.00	\$50.00	
Off-Net (Resold) Market Expansion Line	\$81.25	\$50.00	(I)
Additional Call Paths	\$36.00	\$50.00	

[1] Monthly recurring charge does not include applicable taxes and surcharges.

[2] Includes 5 call paths with each individual MEL telephone number.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

3.1.4. (Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

3.1.5. (Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

3.1.6. (Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

(Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.1. Local Services, Continued

(Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features

3.2.1. Feature Descriptions

Not all features listed in this Section 3.2.1. are applicable with all products. For specific feature availability, please consult the product specific Feature Rates matrices in Section 3.2.3.

3-Way Calling

Three-Way Calling enables a user - active on an incoming 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 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.

Call Forward Busy Line

When a station assigned Call Forward Busy is busy, all calls are forwarded to a predetermined station within the customer group or voice mail. When activated, Call Forwarding Variable takes precedence over Call Forward Don't Answer and Call Forward Busy.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

Call Forward Don't 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 Don't Answer and Call Forward Busy.

Call Forward Variable

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number or to voicemail. The user can activate/deactivate Call Forwarding and define a telephone number where all calls will be forwarded. Calls **cannot** be forwarded to an International Direct Distance Dialing number. Also known as Call Forwarding. When activated, Call Forwarding Variable takes precedence over Call Forward Don't Answer and Call Forward Busy.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

Selective Call Rejection

This optional feature enables a station line user to exclude calls from a list of telephone numbers.

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).

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.

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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

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 visual feedback concerning the calling number.

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*

This feature assigns up to three distinctive ring patterns on incoming calls using one individual access line. Each assigned telephone number has a distinctive ring.

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.

* Feature not regulated by the Colorado PUC.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

Ground Start

Lines designated with Ground Start operation provide an immediate trunk seizure signal towards the customer telephone equipment or PBX. With the operation the central office grounds the tip side (receiving side) of the line immediately upon seizure by an incoming call. By detecting the tip and “ground” (instead of loop), the PBX is alerted to the line seizure before ringing begins.

Hot Line

This feature is typically on a line with a single line phone. When you pick up the phone, this feature automatically dials a pre-programmed number.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. 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 lines 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 can not 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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

Disconnected Number Referral

After disconnection, the Customer can request a referral recording to direct callers to dial an alternative number. The Company provides one intercept recording per primary number, for a period of three months. Customers requesting additional number referrals or additional time will be charged an additional fee.

Last Call Return

Last Call Return allows the Customer to "prompt" the central office to provide the telephone number of the last incoming call, whether the call was answered or not.

Loop Start

Lines designated with Loop Start operation seize a line by bridging through the resistance of both wires of the telephone line. To initiate a call, the customer takes the phone off the hook, sending a signal to seize the phone line. The line forms a 'loop' ring through the telephone to the tip. The central office rings a telephone by sending an AC voltage to the ringer within the telephone. When the telephone goes off-hook the loop is formed.

Message Waiting Audio & Visual*

This feature allows a voice mail user to be alerted to the presence of a voice mail message by lighting a lamp on the Customer's handset and generating a stutter dial tone on the telephone line.

* Feature not regulated by the Colorado PUC.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.1. Feature Descriptions, Continued

Remote Access Call Forwarding*

Remote activation permits Remote Access subscribers who are traveling to activate, change, or deactivate their Call Forward service from any phone. This feature ensures that Customers' calls always reach them, regardless of the complexity of their movements and schedule.

Speed Dial 8*

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

Speed Dial 30*

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

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 line, Customer will be assessed toll charges on their 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 line, Customer will be assessed toll charges on their line for the duration of the call when they answer an incoming call on the non-local sequential ring line.

* Feature not regulated by the Colorado PUC.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.2. Blocking Option Descriptions

Third Party Call Blocking

This feature prevents a person from billing a call to the Customer's number. The feature can be removed at the Customer's request.

Call Blocking – 900/976

This feature prevents the user from placing chargeable information calls. This feature can be removed, but the Customer accepts responsibility for all charges incurred for 900/976 calls.

Caller ID Blocking - Per Use

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

Call Trace Blocking

This feature prevents access to Call Trace.

Caller ID Blocking

This feature blocks the caller's name and number on all 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 - Collect Call

Prevents a caller from placing a call to the Customer and billing the Customer for the call.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.2. Blocking Option Descriptions, Continued

Call Blocking - -Directory Assistance

Blocks users from placing chargeable calls to Directory Assistance.

Call Blocking - International

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

Call Blocking – Toll Free

Prevents users from making calls to toll free numbers.

Call Blocking -- 0+

Prevents users from making operator assisted calls.

Call Blocking -- 1+ (no Toll Free)

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

Call Blocking -- 1+ - Allows Toll Free

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

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.2. Local Calling Features, Continued****3.2.3. Feature Rates****A. “Feature Package” & “Feature Package Plus” for Basic, Integrated T1 and Novus Business Lines and Integrated T1 Analog Channels**

Feature Package Name	Monthly Recurring Rate	Non-Recurring Installation Charge
Feature Package Per Line	\$3.00	\$15.00
Feature Package Plus Per service location	\$15.50	\$15.00

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

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.3. Feature Rates, Continued

B. (Reserved for Future Use)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.3. Feature Rates, Continued

C. Ala Carte Features [1]

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
3-Way Calling	\$6.00 (I)	\$5.00
6-Way Conferencing	\$7.95 (I)	\$5.00
Anonymous Call Rejection	\$0.00	\$0.00
Call Forward Busy Line	\$3.00	\$5.00
Call Forward Don't Answer	\$4.00	\$5.00
Call Forward Variable	\$6.00	\$5.00
Call Hold	\$1.00	\$5.00
Selective Call Rejection	\$6.00	\$5.00
Call Trace Unlimited	\$0.00	\$0.00
Call Transfer	\$7.00	\$5.00
Call Waiting	\$8.00	\$5.00
Caller ID Name and Number	\$10.00	\$5.00
Caller ID Number	\$10.00	\$5.00
Caller ID on Call Waiting	\$8.00	\$5.00
Continuous Redial Unlimited	\$4.50	\$5.00
Continuous Redial – Per Call [3]	\$1.25	
Distinctive Ring Each Number [2]	\$7.45	\$5.00
Custom Number Selection [2]	\$0.00	\$250.00

[1] Features are described in Section 3.2.

[2] Feature(s) not regulated, but can be included with local services that are regulated by the Commission.

[3] Per-Call features are chargeable on a PER USE basis.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.2. Local Calling Features, Continued

3.2.3. Feature Rates, Continued

D. Ala Carte Features [1], Continued

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
Hot Line	\$2.00	\$5.00
Hunting		
Hunting - Circular	\$8.35	\$5.00
Hunting – Series	\$8.35	\$5.00
Hunting – Multi-Line	\$8.35	\$5.00
Disconnected Number Referral		
First 90 Days		\$25.00
Additional 90 Days		\$60.00
Last Call Return Unlimited	\$5.50	\$5.00
Last Call Return – Per Call [3]	\$1.25	
Ground/Loop Start	\$0.00	\$0.00
Message Waiting Audio/Visual [2]	\$0.00	\$0.00
Remote Access Forwarding [2]	\$9.00	\$5.00
Speed Dial 8 [2]	\$4.50	\$5.00
Speed Dial 30 [2]	\$5.50	\$5.00
Single Number Service – Simultaneous Ring [2, 4]	\$7.50	\$5.00
Single Number Service – Sequential Ring [2, 4]	\$7.50	\$5.00

[1] Features are described in Section 3.2.

[2] Feature(s) not regulated, but can be included with local services that are regulated by the Commission.

[3] Per-Call features are chargeable on a PER USE basis.

[4] Limited to areas served by Metaswitch.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.2. Local Calling Features, Continued****3.2.3. Feature Rates, Continued****E. Blocking Options**

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
<i>Blocking Options:</i>		
Call Blocking - Third Party	\$0.00	\$0.00
Call Blocking - 900/976 Blocking	\$0.00	\$5.00
Call Trace Blocking	\$0.00	\$0.00
Caller ID Blocking Per-Use	\$0.00	\$0.00
Caller ID Blocking	\$0.00	\$0.00
Call Blocking - Carrier Code	\$0.00	\$5.00
Call Blocking – Collect Call	\$0.00	\$5.00
Call Blocking – Directory Assistance	\$0.00	\$5.00
Call Blocking - International	\$0.00	\$5.00
Call Blocking – 1+ (Toll Free permitted)	\$0.00	\$5.00
Call Blocking – 0+	\$0.00	\$5.00
Call Blocking – 1+ (no Toll Free)	\$0.00	\$5.00
Call Blocking – Toll Free	\$0.00	\$5.00

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services

T1 and T1 PRI services are provided through the Company's own switch facilities. These services ride a T1 or T1 capable facility, which consists of common equipment, local exchange switching, and flat usage trunks (or channels) for access to the local exchange and toll networks. The Primary Rate Interface or PRI includes a D channel that supports a data connection between the Customer's PBX or ISDN capable equipment and the Company's switch.

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.

3.3.1. 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:
 - a. Novus T1 Business Lines: minimum of 1 and maximum of 16 lines.
 - b. Novus T1 Digital Trunks: minimum of 1 and maximum of 24 channels.
 - c. Novus T1/PRI: includes 23 B channels plus the D channel.
- C. Features and feature packages are available with the Novus products. See Section 3.2., preceding, for descriptions and rates.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.1. Novus T1 and Novus T1/PRI Services, Continued

D. Novus Rates [1, 2]

<u>SERVICE</u>	<u>MONTHLY RECURRING CHARGE</u>	<u>NON-RECURRING CHARGE (INSTALL)</u>
Novus Business Lines (1, 2, and 3 year terms, per line) (I)	\$25.00	
Novus Digital Trunks (1, 2, and 3 year terms, per channel) (I)	\$25.00	
Novus Voice PRI (1 year term, per circuit)	\$750.00	(I)
Novus Voice PRI (2 year term, per circuit)	\$750.00	(I)
Novus Voice PRI (3 year term, per circuit)	\$750.00	(I)
T1 Circuit (1 year term, per circuit)		\$2000.00
T1 Circuit (2 year term, per circuit)		\$300.00
T1 Circuit (3 year term, per circuit)		\$300.00

[1] Line rates only; monthly recurring charge does not include taxes and surcharges and Interstate Access Charge (IAC).

[2] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.2. Integrated T1 Service

Integrated T1 is a channelized product delivered over a T1 facility with a minimum requirement of 6 total channels and a maximum of 24 channels. 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 Basic Business Lines: minimum of 6 and maximum of 24 lines.
2. Integrated T1 Digital Trunks: minimum of 6 and maximum of 24 channels.
3. Integrated T1 Analog Trunks: minimum of 6 and a maximum of 24 channels.

B. Features and feature packages are available with the Integrated T1 products. See Section 3.2., preceding, for descriptions and rates.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.****3. T1-Based Services, Continued****3.3.2. Integrated T1 Service, Continued****C. Integrated T1 Rates [1, 2]**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)	
<u>Integrated T1 One (1) Year Term</u>			
Integrated T1 Basic Business Line (per line) [3]	\$75.00		(I)
Integrated T1 Digital Trunk (per channel)	\$75.00		(I)
Integrated T1 Analog Trunk (per channel) [3]	\$75.00		(I)
Integrated T1 Digital Local Loop		\$2000.00	
<u>Integrated T1 Two (2) Year Term</u>			
Integrated T1 Basic Business Line (per line) [3]	\$75.00		(I)
Integrated T1 Digital Trunk (per channel)	\$75.00		(I)
Integrated T1 Analog Trunk (per channel) [3]	\$75.00		(I)
Integrated T1 Digital Local Loop		\$300.00	
<u>Integrated T1 Three (3) Year Term</u>			
Integrated T1 Business Line (per line) [3]	\$75.00		(I)
Integrated T1 Digital Trunk (per channel)	\$75.00		(I)
Integrated T1 Analog Trunk (per channel) [3]	\$75.00		(I)
Integrated T1 Digital Local Loop		\$300.00	

[1] Line rates only; monthly recurring charge does not include taxes and surcharges and Interstate Access Charge (IAC).

[2] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

[3] When all 24 channels (no data) of a Integrated T1 are Integrated T1 Basic Business Lines, or Integrated T1 Analog Trunks, the following discounted monthly recurring charges apply per line: 1-Year Term - \$27.50; 2-Year Term - \$25.50; 3-Year Term - \$23.50.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.3. Integrated PRI

- A. Integrated PRI is a channelized product delivered over a T1 facility. The channels may be any combination of PRI and data with a minimum requirement of 24 channels, at least 10 of which must be PRI channels.
- B. Integrated PRI Rates [1, 2]

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)	
<u>PRI One (1) Year Term</u>			
Integrated Voice PRI (per channel, 10-channel minimum)	\$75.00		(I)
Digital Local Loop		\$2000.00	
<u>PRI Two (2) Year Term</u>			
Integrated Voice PRI (per channel, 10-channel minimum)	\$75.00		(I)
Digital Local Loop		\$300.00	
<u>PRI Three (3) Year Term</u>			
Integrated Voice PRI (per channel, 10-channel minimum)	\$75.00		(I)
Digital Local Loop		\$300.00	

[1] Line rates only; monthly recurring charge does not include taxes and surcharges and Interstate Access Charge (IAC).

[2] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.4. ISDN PRI T1 and Digital Voice T1

ISDN PRI T1 and Digital Voice services are trunk side circuits designed to transmit digital voice signals between a customer's private branch exchange (PBX) and the Company'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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.3. T1-Based Services, Continued****3.3.4. ISDN PRI T1 and Digital Voice T1, Continued****B. ISDN PRI T1 and Digital Voice T1 Rates [1, 2]**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)	
ISDN PRI (per T1):			
Month-to-Month	\$1750.00	\$2000.00	(I)
1 Year Term	\$1750.00	\$2000.00	(I)
2 Year Term	\$1750.00	\$2000.00	(I)
3 Year Term	\$1750.00	\$2000.00	(I)
Digital Voice T1 (per T1):			
1 Year Term	\$1750.00	\$2000.00	(I)
2 Year Term	\$1750.00	\$2000.00	(I)
3 Year Term	\$1750.00	\$2000.00	(I)

[1] Line rates only; monthly recurring charge does not include taxes and surcharges and Interstate Access Charge (IAC).

[2] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.5. T1-Based Services Features and Descriptions

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 Company's 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. Available only on certain T1 products (e.g., Digital Voice T1, ISDN PRI).

Non-Sequential DID Numbers

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.

Sequential DID (Direct Inward Dial) Station Number

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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.3. T1-Based Services, Continued

3.3.5. T1-Based Services Features and Descriptions, Continued

Inbound Caller ID

The name and/or telephone number of the calling party is displayed to the person receiving the call. Available only with PRI service.

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.

* Feature not regulated by the Colorado PUC.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.3. T1-Based Services, Continued****3.3.6. Miscellaneous T1-Based Services Charges**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Extended Loop Fee		
Zone 1	\$60.00	
Zone 2	\$75.00	
Zone 3	\$100.00	
Sequential DID Station Numbers (per number)	\$0.18	\$0.30
Non-Sequential DID Numbers (per number)	\$1.02	\$0.30
Inbound Caller ID		
Caller ID Number Only	\$0.00	\$0.00
Caller ID Name & Number	\$24.00	\$0.00
Call Redirection	\$30.00	\$250.00
Custom Number Selection	\$0.00	\$250.00

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.4. Directory Listings

3.4.1. Directory Descriptions

White Page: Provides the name, number, and address of the Customer or the name under which business is conducted.

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.

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

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

Foreign: This optional service allows the Customer to request a listing in a directory outside of their local service area (i.e. a Denver based business listing their telephone number in the Boulder directory). Directory listings of toll free telephone numbers are charged as Foreign listings.

Non-Listed Number: This optional privacy service allows Customers to not have their telephone numbers listed in the White Pages. The Customer's number will be available through directory assistance.

Non-Published Number: This optional privacy service allows the Customer to have his/her number not included in the White Pages directory and not available through directory assistance.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.4. Directory Listings, Continued****3.4.2. Directory Listings Rates**

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
White Page Listing	\$0.00	\$0.00
Additional Listing	\$6.00	\$10.00
Cross Reference Listing	\$6.00	\$10.00
Information Listing	\$3.00	\$10.00
Foreign Listing	\$6.00	\$10.00
Non-Listed Number	\$2.00	\$15.00
Non-Published Number	\$3.00	\$15.00

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.5. NON-RECURRING SERVICE CHARGES

3.5.1. Descriptions

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 a Customer requests that the account be transferred to a new person, firm, corporation, or other entity that will assume responsibility for the account. The Service Order Charge applies in addition to Install Charges.

Primary Interexchange Carrier Charge

This charge applies when the Customer chooses to change long distance interexchange carrier(s).

Move Charge

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

Delay Charge

See Section 3.5.3. Customer Not Ready – Service Facility Reservation

Reconnection Fee

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

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.5. NON-RECURRING SERVICE CHARGES, Continued

3.5.1. Descriptions, Continued

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.

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.

Expedite Charge

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

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 - LOCAL SERVICE OFFERINGS, Continued

3.5. NON-RECURRING SERVICE CHARGES, Continued

3.5.2. Non-Recurring Charge Rates

SERVICE	NON-RECURRING CHARGE
Service Order Charge – Basic Business Lines & Related Services	\$350.00(I)
Service Order Charge – T1 Based, Digital Services	\$350.00(I)
IntraLATA Only Carrier Change Charge	
Manual	\$5.50
Electronic (automated)	\$1.25
InterLATA Only Carrier Change Charge	
Manual	\$5.50
Electronic (automated)	\$1.25
Concurrent Intra-/Inter-LATA Carrier Charge	
Manual	\$2.75
Electronic (automated)	\$0.63
Move Charge – Basic Business Lines & Related Services (per line)	\$45.00
Move Charge – T1 Based, Digital Services (per circuit)	\$500.00
(See Section 3.5.3.)	
Reconnection Fee – Basic Business Lines & Related Services (per line)	\$50.00
Reconnection Fee – T1-Based/Digital Services	
(per circuit)	\$500.00
After Hours Conversion Charge – initial 2 hours	\$405.00
Each quarter-hour thereafter	\$50.75
Order (Internal) Expedite Charge	\$250.00
(N)	
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

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.5. NON-RECURRING SERVICE CHARGES, Continued

3.5.3. Customer Not Ready – Service Facility Reservation Charge

A. Description

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

If Customer notifies Company 6 or more days before the Date and if a 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 \$150.00
- ii. Service Facility Reservation Charge
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)
-

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E.

SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.6. SERVICE BUNDLES

3.6.1. Broadband Bundles

A. Description

- i. 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.
- ii. 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 Price List.
- iii. Customers subscribing to a Broadband Bundle will have the same Directory Listing options as described in Section 3.4., and access to Directory Assistance.
- iv. 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.
- v. 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.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.6. SERVICE BUNDLES, Continued****3.6.1. B. Broadband Bundles Rates, Continued**

	Monthly Recurring Charge	Non-Recurring Charge (Install)
12-Month Service		
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
36-Month Service		
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)*
-

* Not regulated by the Colorado Public Utilities Commission

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.6. Service Bundles, Continued

3.6.2. Business Essentials

A. Description

- i. 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.
- ii. 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.
- iii. Business Essentials bundles are limited to one bundle per location for terms of 24- or 36-months.
- iv. Business Essentials Lite includes one standard email box per line; Business Essentials Pro includes Collaboration & Messaging Pro email.

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.6. Service Bundles, Continued

3.6.2. Business Essentials, Continued

B. Rates

	Essentials Lite	Essentials Pro	Non-Recurring
	Monthly	Monthly	Charge
	Recurring	Recurring	(Install)
	Charge	Charge	
24-Month Service			
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
36-Month Service			
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	\$99.0

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.6. Service Bundles, Continued

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.7. MISCELLANEOUS RECURRING CHARGES

3.7.1 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).

3.7.2 Network Access Assessment (NAA)

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

NAA: 13.76%

(I)

3.7.3 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)

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.8. Reserved for Future Use

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.10. Exchange Areas and Local Calling Areas

3.10.1. Exchange Areas

An exchange is a geographically defined area established by the Company for the administration of telecommunication services.

3.10.2. List of Exchange Areas and Local Calling Areas (LCA)

Listed below is a chart indicating the exchange areas and the additional localities outside of the exchange which customers can call without a toll charge. Localities could include other exchanges, zones, or specific wire centers within an exchange. Customers may have to use the direct dialing code of 1+ to place calls within their local calling area.

The 303/720 Local Calling Area, hereinafter referred to as, the “Greater Denver LCA”, consists of the following exchanges and zones: Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City, Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenesburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, Ward; Byers and Deer Trail wire centers of Bijou Telephone Co-op Association, Inc.; Bennett wire center of Eastern Slope Rural Telephone Association, Inc.; Strasburg wire center of Strasburg Telephone Company, Inc.

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Aguilar	Trinidad, Walsenburg; Branson and Weston wire centers of CenturyTel of Eagle
Alamosa	Del Norte, Monte Vista, South Fork; Blanca wire center of Blanca Telephone Company; Crestone and Mosca wire centers of Columbine Telephone Company; Antonito, Center, Creede, La Jara, Manassa and San Luis wire centers of CenturyTel of Eagle

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Allenspark	Greater Denver LCA, Estes Park, Mead
Aspen	Basalt, Carbondale, Glenwood Springs
Bailey	Greater Denver LCA, Fairplay, Woodland Park wire center of the Colorado Springs Exchange
Basalt	Aspen, Carbondale, Glenwood Springs
Bayfield	Durango, Silverton; Allison, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Ignacio wire center of CenturyTel of Eagle
Berthoud	Eaton–Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown–Milliken, LaSalle, Longmont, Loveland, Mead, Platteville, Windsor, Nunn wire center of the Nunn Telephone Company
Boulder	Greater Denver LCA
Breckenridge	Dillon, Fairplay, Leadville, Vail
Brighton	Greater Denver LCA; Roggen wire center of Roggen Telephone Cooperative Company

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.10. Exchange Areas and Local Calling Areas, Continued**3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Broomfield	Greater Denver LCA
Brush	Fort Morgan, Hillrose, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Woodrow wire center of Eastern Slope Rural Telephone Association; Akron wire center of CenturyTel of Eagle
Buena Vista	Fairplay, Leadville, Salida; Hartsel wire center of South Park Telephone Company
Calhan	Peyton; Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview and Security wire centers of the Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Canon City	Florence; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Howard, Pike Trails and Westcliffe wire centers of CenturyTel of Eagle
Carbondale	Aspen, Basalt, Glenwood Springs, New Castle, Parachute, Rifle, Silt
Castle Rock	Greater Denver LCA
Central City	Greater Denver LCA
Coal Creek Canyon	Greater Denver LCA
Cortez	Durango, Mancos, Mesa Verde; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE NAME	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
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Colorado Springs

Exceptions

Air Force Academy wire center of the Colorado Springs Exchange	Calhan, Peyton
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Black Forest wire Center of the Colorado Springs Exchange	Calhan, Peyton, El Paso wire center of El Paso County Telephone Company, Simla wire center of Big Sandy Telecommunications, Inc.
---	--

East, Gatehouse, Main, and Pikeview Centers of the Colorado Springs Exchange	Calhan, Cripple Creek-Victor, Peyton, El Paso and Rush wire centers of El Paso County wire Telephone Company, Simla wire center of Big Sandy Telecommunications, Inc., Lake George wire center of CenturyTel of Eagle
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Green Mountain Falls and Manitou Springs wire centers of the Colorado Springs Exchange	Cripple Creek-Victor, Lake George wire center of CenturyTel of Eagle
--	--

Security wire center of the Colorado Springs Exchange	Calhan, Cripple Creek-Victor, Peyton, El Paso and Rush wire centers of El Paso County Telephone Company, Lake George wire center of CenturyTel of Eagle
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Woodland Park wire Center of the Colorado Springs Exchange	Cripple Creek-Victor, Deckers, Lake George wire center of CenturyTel of Eagle
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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Craig	Hayden, Meeker, Oak Creek, Steamboat Springs, Yampa; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle
Crested Butte	Gunnison, Montrose; Arrowhead wire center of the Nucla-Naturita Telephone Company
Cripple Creek-Victor	Fairplay; East, Gatehouse, Green Mountain Falls, Main, Manitou Springs, Pikeview, Security and Woodland Park wire centers of Colorado Springs Exchange; Lake George and Pike Trails wire centers of CenturyTel of Eagle
De Beque	Fruita, Grand Junction, Palisade, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle
Deckers	Greater Denver LCA, Fairplay; Woodland Park wire center of the Colorado Springs Exchange
Del Norte	Alamosa, Monte Vista; Center, Creede and Saguache wire centers of CenturyTel of Eagle
Delta	Fruita, Grand Junction, Montrose, Olathe; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company

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EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Dillon	Breckenridge, Fairplay, Georgetown, Kremmling, Leadville, Vail
Durango	Bayfield, Cortez, Mancos, Mesa Verde, Silverton; Allison, Marvel, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Dolores and Ignacio wire centers of CenturyTel of Eagle
Eaton-Ault	Berthoud, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company; Briggsdale and Grover wire centers of Wiggins Telephone Association
Elbert	Greater Denver LCA
Elizabeth	Greater Denver LCA
Erie	Greater Denver LCA
Estes Park	Allenspark, Berthoud, Eaton-Ault, Fort Collins, Gilcrest, Greeley, Johnston-Milliken, La Salle, Loveland, Lyons, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company,
Evergreen	Greater Denver LCA

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EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Fairplay	Bailey, Breckenridge, Buena Vista, Cripple Creek, Deckers, Dillon; Hartsel wire center of South Park Telephone Company; Lake George and Pike Trails wire centers of CenturyTel of Eagle
Florence	Canon City; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Westcliffe wire center of CenturyTel of Eagle
Fort Collins	Berthoud, Eaton-Ault, Estes Park, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn, wire center of the Nunn Telephone Company; Red Feather Lakes and Walden wire centers of CenturyTel of Eagle
Fort Lupton	Greater Denver LCA, Platteville
Fort Morgan	Brush, Hillrose, Sterling, Weldona; Woodrow wire center of Eastern Slope Rural Telephone Association; New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Fraser	Granby, Grand Lake, Hot Sulphur Springs, Kremmling

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.10. Exchange Areas and Local Calling Areas, Continued

3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Frederick	Greater Denver LCA
Fruita	De Beque, Delta, Grand Junction, Montrose, Olathe, Palisade, Parachute
Georgetown	Greater Denver LCA, Dillon
Gilcrest	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Glenwood Springs	Aspen, Basalt, Carbondale, New Castle, Parachute, Rifle, Silt; Gypsum, Eagle and McCoy wire centers of CenturyTel of Eagle
Granby	Fraser, Grand Lake, Hot Sulphur Springs, Kremmling
Grand Junction	De Beque, Delta, Fruita, Montrose, Olathe, Palisade, Parachute; Gateway, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company; Collbran and Mesa wire centers of CenturyTel of Eagle

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EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Grand Lake	Fraser, Granby, Hot Sulphur Springs, Kremmling
Greeley	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Weldona, Windsor; Roggen wire center of Roggen Telephone Cooperative Company; Nunn wire center of the Nunn Telephone Company; Briggsdale, Grover, New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company
Gunnison	Crested Butte, Montrose; Lake City wire center of CenturyTel of Eagle; Arrowhead wire center of the Nucla-Naturita Telephone Company
Hayden	Craig, Oak Creek, Steamboat Springs, Yampa
Hillrose	Brush, Fort Morgan, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Hot Sulphur Springs	Fraser, Granby, Grand Lake, Kremmling
Hudson	Greater Denver LCA, Greeley, La Salle

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Idaho Springs	Greater Denver LCA
Johnstown-Milliken	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Julesburg	Sterling; Crook wire center of Haxtun Telephone Company
Keenesburg	Greater Denver LCA, Greeley, La Salle; Roggen wire center of Roggen Telephone Cooperative Company
Kiowa	Greater Denver LCA
Kremmling	Dillon, Fraser, Granby, Grand Lake, Hot Sulphur Springs
Lafayette-Louisville	Greater Denver LCA
La Salle	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Leadville	Breckenridge, Buena Vista, Dillon, Salida, Vail
Limon	Arriba, Genoa, Hugo, and Karval wire centers of Eastern Slope Rural Telephone Association; Simla wire center of Big Sandy Telecommunications, Inc.; Agate wire center of Agate Mutual Telephone Company
Longmont	Greater Denver LCA, Berthoud, Mead, Platteville
Lookout Mountain	Greater Denver LCA
Loveland	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Lyons	Greater Denver LCA, Estes Park, Mead
Mancos	Cortez, Durango, Mesa Verde; Dolores wire center of CenturyTel of Eagle
Mead	Allenspark, Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Longmont, Loveland, Lyons, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Meeker	Craig; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle
Mesa Verde	Cortez, Durango, Mancos; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle
Monte Vista	Alamosa, Del Norte; Mosca wire center of Columbine Telephone Company; Center, Creede, La Jara and Saguache wire centers of CenturyTel of Eagle
Montrose	Crested Butte, Delta, Fruita, Grand Junction, Gunnison, Olathe, Ouray, Ridgway, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle; Arrowhead, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company
Morrison	Greater Denver LCA
Nederland	Greater Denver LCA
New Castle	Carbondale, Glenwood Springs, Parachute, Rifle, Silt

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued**

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Oak Creek	Craig, Hayden, Steamboat Springs, Yampa
Olathe	Delta, Fruita, Grand Junction, Montrose
Ouray	Montrose, Ridgway, Silverton, Telluride
Palisade	De Beque, Fruita, Grand Junction, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle
Parachute	Carbondale, De Beque, Fruita, Glenwood Springs, Grand Junction, New Castle, Palisade, Rifle, Silt
Parker	Greater Denver LCA
Peyton	Calhan; Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview, and Security wire centers of Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Platteville	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Fort. Lupton, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Longmont, Loveland, Mead, Windsor; Nunn wire center of Nunn Telephone Company

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued**3.10. Exchange Areas and Local Calling Areas, Continued****3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued****EXCHANGE NAME****EXCHANGE, ZONE OR WIRE CENTER
INCLUDED IN THE LOCAL CALLING AREA**

Pueblo:

- Avondale wire center of the
Pueblo exchangeWalsenburg; Fowler, Gardner, Manzanola and
Ordway wire centers of CenturyTel of Eagle- Main, Sunset, Vineland and
West wire centers of the Pueblo
ExchangeCanon City, Florence, Walsenburg; Beulah wire center
of Pine Drive Telephone Company; Canon City,
Florence, Walsenburg; Beulah, Colorado City and Rye
wire centers of Rye Telephone Company; Fowler,
Gardner, Manzanola and Ordway wire centers of
CenturyTel of Eagle

Ridgway

Montrose, Ouray, Silverton, Telluride; Norwood wire
center of CenturyTel of Eagle

Rifle

Carbondale, Glenwood Springs, New Castle,
Parachute, Silt

Salida

Buena Vista, Leadville; Howard and Saguache wire
centers of CenturyTel of Eagle

Silt

Carbondale, Glenwood Springs, New Castle,
Parachute, Rifle

Silverton

Bayfield, Durango, Montrose, Ouray, Ridgway

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.10. Exchange Areas and Local Calling Areas, Continued

3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued

EXCHANGE AREA	EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Steamboat Springs	Craig, Hayden, Oak Creek, Yampa; Walden wire center of CenturyTel of Eagle
Sterling	Brush, Fort Morgan, Hillrose, Julesburg; Crook, Fleming and Haxtun wire centers of Haxtun Telephone Company; Akron wire center of CenturyTel of Eagle, Peetz wire center of Peetz Cooperative Telephone Company; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard wire center of Willard Cooperative Telephone Company; New Raymer wire center of Wiggins Telephone Association; Holyoke wire center of the Phillips County Telephone Company; Otis wire center of CenturyTel of Eagle
Telluride	Montrose, Ouray, Ridgway; Rico wire center of Rico Telephone Company; Norwood wire center of CenturyTel of Eagle
Trinidad	Aguilar, Walsenburg; Kim wire center of Rye Telephone Company; Branson and Weston wire centers of CenturyTel of Eagle

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.10. Exchange Areas and Local Calling Areas, Continued

3.10.2. List of Exchange Areas and Local Calling Areas (LCA), Continued

Vail	Breckenridge, Dillon; Leadville, Gypsum, Edwards, Eagle and McCoy wire centers of CenturyTel of Eagle
Walsenburg	Aguilar, Trinidad, Pueblo; Gardner and La Veta wire centers of CenturyTel of Eagle
Ward	Greater Denver LCA
Weldona	Brush, Fort Morgan, Greeley, Hillrose; Wiggins wire centers of Wiggins Telephone Association
Windsor	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Yampa	Craig, Hayden, Oak Creek, Steamboat Springs

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SECTION 3 - LOCAL SERVICE OFFERINGS, Continued

3.11. Exchange Areas

An exchange is a geographically defined area established by the Colorado Public Utilities Commission for the administration of telecommunication services. The Company is authorized to provide service throughout the Qwest Corp. d/b/a CenturyLink QC and CenturyTel d/b/a CenturyLink Colorado service area. The Company incorporates by reference all of the Exchange maps included in the Qwest Corporation d/b/a CenturyLink QC Local Terms of Service: Exchange Boundary Maps Catalog.

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Zayo Group, LLC

Colorado Local Exchange Price List No. 5
Replaces and Supersedes (1) Electric Lightwave, LLC dba Allstream
Colorado PUC Tariff No. 5 and (2) Zayo Group, LLC Colorado PUC Tariff No. 1
Original Sheet No. 147

SECTION 4 – RESERVED FOR FUTURE USE

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SECTION 5 - SPECIAL PROGRAMS

5.1. Competitive Response Program

- 5.1.1. The Competitive Response Program is available to customers who have established service with another telecommunications provider who then establish a material part of their telecommunications service with Zayo Group, LLC In accordance with the terms of this Competitive Response Program, Company may offer incentives to such customers.
- 5.1.2. The Competitive Response Program may be offered only to customers transferring their telecommunications service to Company from a competing telecommunications provider.
- 5.1.3. Company may offer transferring customers incentives in the form of a credit on the customer's bill after the customer actually establishes the agreed upon service with Company.
- 5.1.4. Customers may receive the incentive credit(s) only in connection with services that are established upon transferring to Company.
- 5.1.5. Customers' subscription to Company's intraLATA or interLATA toll service is regarded separately from subscription to the Company's local exchange service.
- 5.1.6. On contractual services, customers are required to sign a contract in order to receive the incentive credit(s).
- 5.1.7. Customers who receive the Competitive Response Program credit(s) are required to remain with the Company for a minimum of one year or be billed all of the nonrecurring charge(s) and monthly rate(s) waived.
- 5.1.8. Company reserves the right to discontinue this offer, without further proceedings or approvals, upon notice to the Colorado Public Utilities Commission.

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SECTION 5 - SPECIAL PROGRAMS, Continued

5.1. Competitive Response Program, Continued

- 5.1.9. Customers are required to have a satisfactory credit rating with Company in accordance with other provisions of this Price List and applicable rules and statutes.
- 5.1.10. Company shall use reasonable business efforts so that similarly situated customers are offered similar incentive credits in similar circumstances.
- 5.1.11. Transferring customers who meet the requirements set forth herein, receive a maximum of either a waiver of the current nonrecurring charge(s), or up to two months of the current monthly rate(s), or both, on selected services as determined by Zayo Telecom. In addition, transferring customers may be provided waivers of intraLATA and/or interLATA MTS charges.
- 5.1.12. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus two months service of the monthly rate(s). Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus two months service of the monthly rate(s).

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SECTION 5 - SPECIAL PROGRAMS, Continued**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

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
<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

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SECTION 5 - SPECIAL PROGRAMS, Continued**5.2. VPN SOLUTIONS, Continued****5.2.2. VPN Solutions Voice Components and Rates, Continued**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
<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

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SECTION 5 - SPECIAL PROGRAMS, Continued

5.2. VPN SOLUTIONS, Continued

5.2.3. VPN Solutions Feature Options and Rates

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

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Feature Package, per line	\$3.00	\$15.00
Feature Package Plus, per service location	\$15.50	\$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.)*

Feature	Monthly Recurring Charge	Non-Recurring Charge (Install)
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
Single Number Service – Simultaneous Ring	\$7.50	\$5.00
Single Number Service – Sequential Ring	\$7.50	\$5.00

* See Section 3.2.1. for individual feature descriptions.

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SECTION 5 - SPECIAL PROGRAMS, Continued**5.2. VPN SOLUTIONS, Continued****5.2.3. VPN Solutions Feature Options and Rates, Continued****C. Optional Blocking Features (Feature availability varies by location.)***

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
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

* See Section 3.2.1. for individual feature descriptions.

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SECTION 5 - SPECIAL PROGRAMS, Continued

5.2. VPN SOLUTIONS, Continued

5.2.3. VPN Solutions Feature Options and Rates, Continued

D. Directory Listings*

Service	Monthly Recurring Charge	Non-Recurring Charge
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 3.4. for Directory Listings descriptions.

5.2.4. Miscellaneous T1 Charges

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

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SECTION 6 – GRANDFATHERED SERVICES*
(New Section)

6.1. Premium Business Line

6.1.1. Premium Business Line 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.

- A. Premium Business Line Service is a flat rate, business service for customers with 3 to 50 station lines using the Company's own switching facilities. At the Customer's discretion, 900 and 976 calling is blocked on the line; 974 and 700, third party and collect calling is not blocked. One White Page directory listing (per customer) is also provided.
- B. The Premium Seasonal Line is a product that fits the needs of customers who have busy times of the year or other special needs when they experience a larger volume of calls. The Seasonal Line would remain installed on the switch but be turned down until the customer requests it be turned up. During the "down" times the customer would still be billed monthly at 50% of the regular line rate and also 50% of the cost of any charged features on the line. During the "down" time, the line remains 911 capable. By dialing 611 the customer will be connected to the Company's customer service department. Other than "911" and "611", no other dialing is available on the line. A Service Order charge applies upon each activation.

* These services are available only to existing customers at their existing service location on or before July 15, 2009.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued**6.1. Premium Business Line, Continued****6.1.1. Continued**

C. Premium Business Line includes a suite of calling features which can be installed at the Customer's direction (see Section 6.4.).

D. Premium Business Line Rates

SERVICE [2, 3]	MONTHLY RECURRING CHARGE [1]	NON-RECURRING CHARGE (INSTALL)
Premium Business Line	\$37.05	\$50.00
2-year term	\$36.00	\$50.00
3-year term	\$35.00	\$50.00

[1] Monthly recurring charge does not include taxes and surcharges.

[2] Premium Business Line Products are restricted to customers within the area served by the Company's switch and associated Qwest wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.

[3] Local Calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.2. Advantage Line Service

6.2.1. The Advantage Line is a flat rate, business service based upon the unbundled network element platform (UNE-P) of Zayo’s wholesale providers. It is available in areas where the Company has no facilities or when the Customer requires DSL** service beyond the Company’s ability to provision DSL on its own server (resale DSL). At the Customer’s discretion, 900, 976, Third Party and Collect calling are blocked on the line. One white page directory listing (per customer) is also provided. New telephone numbers are not guaranteed until the line has been installed.

B. The Advantage Line includes a suite of calling features which can be installed at the Customer’s direction (see Section 6.4.).

C. Advantage Line Rates

<u>SERVICE</u>	<u>MONTHLY RECURRING CHARGE [1]</u>	<u>NON-RECURRING CHARGE (INSTALL)</u>
Advantage Line	\$40.05	\$50.00
2-year term	\$38.00	\$50.00
3-year term	\$37.05	\$50.00

[1] Monthly recurring charge does not include taxes and surcharges.

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** DSL, Digital Subscriber Line service is not regulated by the Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.3. Precision Integrated Access Service

- 6.3.1. Precision Integrated Access Service is a flat rate, integrated local exchange service off a T1 circuit that provides the Customer with voice-grade telecommunications service that includes line features and high-speed Internet data connectivity. The Customer must subscribe to one Circuit per each 24 trunks, but can choose any combination of voice or data trunks. The customer must maintain a 10-trunk minimum (16-trunk maximum for Precision Prime), subject to the specific product requirements stated in D and E, below.
- A. The Company provides its Precision Integrated Access services through the Company's own switch facilities and the facilities of other telecommunications carriers and providers.
 - B. At the Customer's discretion, third party, collect and 900/976 calls are blocked on the line. One White Page directory listing (per customer) is also provided.
 - C. If the Customer drops below the 10-trunk minimum stated in 3.1.4., above, the monthly-recurring Non-Standard Configuration charge will apply in addition to the monthly-recurring Circuit and remaining Trunk Charges.
 - D. Precision Integrated Access Service must a minimum of 4 trunks used for voice on each Circuit (total minimum trunk usage with voice and data must be 10 trunks). Where the Company is not collocated, the Customer will have 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.
 - E. Precision Prime Integrated Access Service must have at least 10 voice trunks and four (4) data trunks on the account. The customer must also subscribe to one of the Company's long distance programs. Precision Prime is only available to Customers located within the Company's On-Net service areas.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.3. Precision Integrated Access Service, Continued

F. Precision Integrated Access Service Rates

SERVICE	MONTHLY RECURRING CHARGE [1]	NON-RECURRING INSTALL CHARGE (Per Integrated Circuit)
Circuit – 1 Year Commitment	\$325.00	\$2195.00
Circuit – 2 Year Commitment	\$275.00	\$2195.00
Circuit – 3 Year Commitment	\$225.00	\$2195.00
Voice Trunk [2, 3, 4]	\$15.00	
Extended Loop Fee	\$100.00	
Non-Standard Configuration	\$300.00	

[1] The monthly recurring charges do not include taxes and surcharges.

[2] The trunk/channel rate is the same for both voice and data lines.

[3] Precision Integrated Access services are restricted to customers within the area served by the Company's switch and associated Qwest wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.

[4] Local calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued**6.3. Precision Integrated Access Service, Continued****G. Precision Prime Integrated Access Service Rates**

SERVICE	MONTHLY RECURRING CHARGE [1]	NON-RECURRING INSTALL CHARGE (Per Integrated Circuit)
Circuit – 2 Year Commitment	\$50.00	\$2195.00
Circuit – 3 Year Commitment	\$0.00	\$2195.00
Voice Trunk [2, 3, 4]	\$30.00	
Non-Standard Configuration	\$300.00	

[1] The monthly recurring charges do not include taxes and surcharges.

[2] The trunk/channel rate is the same for both voice and data lines.

[3] Precision Integrated Access services are restricted to customers within the area served by the Company's switch and associated Qwest wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.

[4] Local calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.4. Advantage, Premium and Precision Line Features

6.4.1. Advantage, Premium and Precision Line Obsolete Features

3-Way Calling

Three-Way Calling/Call Transfer enables a user - active on an incoming call - to include a third party in the call, and to then transfer the original call (when required) to the third party.

Priority Call

Priority Call allows the customer to establish a list of special telephone numbers. When a call is received from one of these numbers, the end user will hear a distinctive ring. The Priority call list can contain up to 15 telephone numbers.

Continuous Redial Blocking

Prevents use of this feature on a per-use basis.

Last Call Return Blocking

Prevents use of this feature on a per-use basis.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.4. Advantage, Premium and Precision Line Features, Continued

6.4.2. Advantage, Premium and Precision Line *Standard Features* – Rates

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
<i>Standard Features – Included at Customer’s direction:</i>		
3-Way Calling	\$0.00	\$0.00
Anonymous Call Rejection	\$0.00	\$0.00
Call Forward Busy Line	\$0.00	\$0.00
Call Forward Don’t Answer	\$0.00	\$0.00
Call Forward Variable	\$0.00	\$0.00
Call Hold	\$0.00	\$0.00
Call Park		
(Premium and Precision Only)	\$0.00	\$0.00
Call Pickup		
(Premium and Precision Only)	\$0.00	\$0.00
Call Transfer, 3-Way Calling,		
Consultation Hold	\$0.00	\$0.00
Call Waiting	\$0.00	\$0.00
Caller ID Number	\$0.00	\$0.00
Caller ID on Call Waiting	\$0.00	\$0.00
Hunting (Advantage and Premium Only)		
Hunting - Circular	\$0.00	\$0.00
Hunting - Sequential	\$0.00	\$0.00
Hunting – Series	\$0.00	\$0.00
Message Waiting Audio [1]		
(Premium and Precision Only)	\$0.00	\$0.00
Remote Access Forwarding [1]		
(Premium and Precision Only)	\$0.00	\$0.00
Speed Dial 8 [1]	\$0.00	\$0.00

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[1] These features are not regulated services, but can be included with local services that are regulated by the Commission.

SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.5. Local T1 and Voice T1/PRI

- 6.5.1. Customer must subscribe to one circuit per each 24 trunks, with a 12 trunk minimum. If Customer drops below the 12 trunk minimum, the monthly recurring Non-Standard Configuration charge will apply in addition to the monthly recurring Circuit and remaining Trunk Charges.
- 6.5.2. Where the Company is not collocated, the Customer has the option of utilizing a portion of an Enhanced Extended Loop (EEL) whenever the service is designated for local exchange services. The monthly recurring Extended Loop fee applies in addition to each monthly recurring Circuit charge.
- 6.5.3. ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible customer premise equipment (CPE) and an ISDN-equipped central office. The T1 or T1 capable transmission path provides twenty-four 64 kbps channels. PRS links PBX's to central office systems to provide the full functionality of Centrex service.
- 6.5.4. Local Voice T1 and Voice T1/PRI service is a digital switched service providing digital exchange service through the Company's own switch facilities. This product utilizes 24 channels that are configured for advanced trunks, unless the customer requests a T1/PRI configuration, which will result in 23 channels configured for advanced trunks, with the remaining channel configured as a D channel, used to carry the data and/or signaling information, without voice capability.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.5. Local T1 and T1/PRI, Continued

6.5.5. On-Network Local Voice T1 and Voice T1/PRI Rates

SERVICE OR SERVICE ELEMENT	MONTHLY RECURRING CHARGE [1]	NON-RECURRING CHARGE (INSTALL)
Circuit – 1 Year Commitment	\$350.00	\$1895.00
Circuit – 2 Year Commitment	\$300.00	\$1895.00
Circuit – 3 Year Commitment	\$250.00	\$1895.00
PRI Nonrecurring Charge (Install)		\$2195.00
Voice Trunk [2] (Minimum of 12 trunks)	\$15.00	
Extended Loop Fee	\$100.00	
Non-Standard Configuration	\$300.00	
DID Phone Numbers:		
Group of 20 DID Numbers	\$3.00	\$20.00
Group of 100 DID Numbers	\$15.00	\$20.00
Each Non-Sequential DID Number	\$0.15	\$1.00
Inbound Caller ID	\$12.00	\$0.00

[1] The monthly recurring charges do not include taxes or surcharges, Extended Area Service, or Interstate Access Charge (IAC).

[2] Local calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.5. Local T1 and T1/PRI, Continued

6.5.6. First Zayo T1 and First Zayo T1/PRI

- A. First Zayo T1 and T1/PRI services are available in select areas and are dependent upon on the Company's collocations.
- B. On-Network Primary Rate Interface (PRI) is a service offering provided through the Company's own switch facilities. On-Network PRI service rides a T1 facility, which consists of common equipment, local exchange switching, flat usage trunks and a data channel for access to the local exchange and toll networks. Each facility utilizes 23 B Channels, that are configured for advanced trunks and one signaling data, or D Channel meant to support the data connection between the Customer's PBX or ISDN Network compatible equipment and the Company's switch. The service runs up to 1.544 megabits per second.
- C. Each of the 64 Kbps B channels carries user information such as circuit-switched voice calls, data, or video. The D channel is a 64 Kbps channel used to carry the data and/or signaling information, without voice capability. The 23B channels can be configured to accommodate specific user needs.
- D. ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible customer premise equipment (CPE) and an ISDN-equipped central office. The DS1 transmission path provides twenty-four 64 Kbps channels. PRS links PBX's to central office systems to provide the full functionality of Centrex service.
- E. First Zayo PRI provides integrated voice and data over the same T1 facility.
- F. The Customer must subscribe to one Circuit per each 24 trunks, with a minimum of 12 trunks. However, the trunks may be any combination of voice or data trunks with at least one voice trunk and one data trunk on the account. 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.
- G. If the Customer drops below the 12-trunk minimum stated in e., above, the monthly-recurring Non-Standard Configuration charge will apply in addition to the monthly-

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H. recurring Circuit and Trunk Charges.

SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.5. Local T1 and T1/PRI, Continued

6.5.6. First Zayo T1 and First Zayo T1/PRI, Continued

H. First Zayo T1 and First Zayo T1/PRI Price List

SERVICE OR SERVICE ELEMENT	MONTHLY RECURRING CHARGE [1]	NON-RECURRING CHARGE (INSTALL)
Circuit – 1 Year Commitment	\$375.00	\$2195.00
Circuit – 2 Year Commitment	\$325.00	\$2195.00
Circuit – 3 Year Commitment	\$275.00	\$2195.00
Voice Trunk [2] (Minimum of 12 trucks)	\$15.00	
Extended Loop Fee	\$100.00	
Non-Standard Configuration	\$300.00	
DID Phone Numbers:		
Group of 20 DID Numbers	\$3.00	\$20.00
Group of 100 DID Numbers	\$15.00	\$20.00
Each Non-Sequential DID Number	\$0.15	\$1.00

[1] The monthly recurring charges do not include taxes or surcharges, Extended Area Service, or the Interstate Access Charge (IAC).[2] Local calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.6. Basic Service Bundles

6.6.1. Simple Solutions Bundles

- A. The Company's assorted Simple Solutions Bundles are groupings of various services combined under single, monthly, rate packages. The bundles include On-Net voice lines, including certain standard features, a long distance program, DSL service capable of speeds up to 1.5 Mb or IP T-1 data services, and other assorted Telecommunications features, depending on the bundle. Additional voice services are available and priced separately. Long distance service detail and options can be found in the Company's Interstate and International Price List: www.zayo.com/policies/us-tariffs/.
- B. The standard features available on the Simple Solutions voice lines include 3-Way Calling, 3rd Party Call Blocking, 900/976 Blocking, Call Transfer, Collect Call Blocking and Consultation Hold. Standard and Optional features are described in Section 3.3.3.
- C. Customers subscribing to the Simple Solutions bundle will have the same Directory Listings options as described in Section 3.7
- D. Simple Solutions Essential requires a 36-month term commitment. Simple Solutions FlexPak, FlexPak Digital, Complete and Bonded FlexPak Digital are available for 12-, 24-, and 36-month terms. The Customer may disconnect components of the Simple Solutions bundle, but will be required to pay the full bundle, monthly rate.
- E. Simple Solutions Customers will receive monthly summary invoice from the Company with call detail records, available at no charge, online. Customers that require paper invoices which include call detail will be charge \$5.00 per month for the service.
- F.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.6. Basic Service Bundles, Continued

6.6.1. Simple Solutions Bundles, Continued

G. Simple Solutions is restricted to customers within the area served by the Company's switch and associated Qwest wire centers served by the Company's collocated facilities. A list of available wire center locations is available upon request.

H. Local calling to the applicable local calling area as defined by the Colorado Public Utilities Commission.

H. Simple Solutions Bundles and Rates

SERVICE	MONTHLY RECURRING CHARGE	NON- RECURRING CHARGE (INSTALL)
Simple Solutions Essential (3-Year)	\$189.99	\$999.95
3 On-Net Lines		
DSL up to 1.5 Mbps*		
Summit 500 Long Distance Plan*		
1 Voicemail Box*		
Conference Connect (usage charges apply)		
Simple Solutions FlexPak (T-1)		
1-Year	\$489.99	\$2195.00
2-Year	\$439.99	\$2195.00
3-Year	\$389.99	\$2195.00
4 - 6 Voice Channels		
Balance of T-1 Channels for IP*		
Summit 750 Long Distance Plan*		
1 Voicemail Box*		
Conference Connect (usage charges apply)		

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Additional Voice Channel	\$30.00
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* Not regulated by the Commission.

SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.6. Basic Service Bundles, Continued

6.6.1. Simple Solutions Bundles, Continued

H. Simple Solutions Bundles and Rates, Continued

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
Simple Solutions FlexPak Digital (T-1)		
1-Year	\$589.99	\$2195.00
2-Year	\$539.99	\$2195.00
3-Year	\$489.99	\$2195.00
6 - 12 Voice Channels		
Balance of T-1 Channels for IP*		
Summit 1500 Long Distance Plan*		
20 DIDs		
Conference Connect (usage charges apply)		
Additional Voice Channel	\$30.00	
Optional Bonded FlexPak Digital (T-1)		
1-Year	\$490.00	\$1895.00
2-Year	\$440.00	\$1895.00
3-Year	\$390.00	\$1895.00
Simple Solutions Complete (T-1)		
1-Year	\$984.99	\$2195.00
2-Year	\$934.99	\$2195.00
3-Year	\$884.99	\$2195.00
Full Voice T-1		
Full IP T-1*		

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Summit 500 Long Distance Plan*

Conference Connect (usage charges apply)

*Not regulated by the Colorado PUC.

SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.6. Basic Service Bundles, Continued

6.6.1. Simple Solutions Bundles, Continued

H. Simple Solutions Bundles and Rates, Continued

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
<hr/>		
Ala Carte Simple Solutions		
Voice Line	\$34.99	\$50.00
Voice T-1	\$598.95	\$2195.00
Alternate Summit Long Distance Plans*		
Features – see Section 3.3.3.		

*Not regulated by the Colorado PUC.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.7. Feature Packages

6.7.1. Optional Feature Packages (Basic Business Line, Novus & Integrated T1 Services)

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
<i>ValueSelect Feature Package</i>		
<i>Per Voice Line:</i>	\$4.95	\$15.00

ValueSelect components [1]; Customer must specify which features are desired on each line:

- 3-Way Calling
- Anonymous Call Rejection
- Call Forward Busy Line
- Call Forward Don't Answer
- Call Forward Variable
- Selective Call Rejection
- Call Transfer
- Call Waiting
- Caller ID Name and Number
- Caller ID Number
- Caller ID on Call Waiting
- Hunting
 - Hunting - Circular
 - Hunting – Series
 - Hunting – Multi-Line
- Speed Dial 8 [2]

[1] Feature components are described in Section 3.2.

[2] Feature(s) not regulated, but can be included with local services that are regulated by the Commission.

* These services are available only to existing customers at their existing service location on or before February 22, 2010.

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SECTION 6 – GRANDFATHERED SERVICES,* Continued

6.7. Feature Packages, Continued**6.7.1. Optional Feature Packages (Basic Business Line, Novus & Integrated T1 Services), Continued**

SERVICE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
<i>ValueSelect Custom Plus Feature Package</i>		
<i>Per Service Location:</i>	\$14.50	\$15.00

ValueSelect Custom Plus components [1]; Customer must specify which features are desired on each line:

3-Way Calling
 Anonymous Call Rejection
 Call Forward Busy Line
 Call Forward Don't Answer
 Call Forward Variable
 Selective Call Rejection
 Call Transfer
 Call Waiting
 Caller ID Name and Number
 Caller ID Number
 Caller ID on Call Waiting
 Continuous Redial, Unlimited
 Distinctive Ring First number [2]
 Hunting
 Hunting - Circular
 Hunting – Series
 Hunting – Multi-Line
 Last Call Return Unlimited
 Remote Access Forwarding [2]
 Speed Dial 8 [2]

[1] Feature components are described in Section 3.2.

[2] Feature(s) not regulated, but can be included with local services that are regulated by the Commission.

* These services are available only to existing customers at their existing service location on or before February 22, 2010.

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