

REGULATIONS AND SCHEDULES

of

Intrastate Interexchange and Competitive Local Exchange
Telephone Services
Applying to End-User Communications
Services within the
State of Idaho
Provided by:

THIS PRICE LIST IS PROVIDED BY
ZAYO GROUP, LLC IN ITS ENTIRETY

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Zayo Group, LLC (“Company”) within the State of Idaho. This Price List is on file with the Idaho Public Utilities Commission (“Commission”). Copies may be inspected during normal business hours at the Company’s principal place of business: 1821 30th Street, Unit A, Boulder, CO 80301

Issued: October 25, 2023

Effective: January 1, 2024

Issued By:

Corporate Counsel
1821 30th Street, Unit A
Boulder, CO 80301
(888) 444-1976

CHECK SHEET

The Title Sheet and Sheets 1 through 154 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s).

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

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

CONTACT INFORMATION

Company Contact Information

Zayo Group, LLC
1821 30th Street, Unit A
Boulder, Colorado 80301
Email: serviceexperts@zayo.com

Customer Contact

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems, contact:

Zayo Group, LLC
1821 30th Street, Unit A
Boulder, Colorado 80301
(Attn: Legal Dept)
Customer Service: 1-888-444-1976
24-hour Repair: 1-800-360-4467
Email: serviceexperts@zayo.com

Commission Contact

Matters concerning Price Lists, and regulatory affairs:

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PRICE LIST FORMAT

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

APPLICATION OF PRICE LIST

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

Interexchange Services are interstate offerings with Customer’s having the option of using the services for intrastate calls. Intrastate interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company’s interstate interexchange service offerings, and may not be obtained without subscribing to company’s interstate interexchange services. Features, functions, volume discounts, term discounts, installation and monthly charges may be found among interstate rates and services, which may be accessed at www.zayo.com/policies/us-tariffs/, or by calling toll free: 1-866-468-3472.

Exculpatory Clause

The included exculpatory language appearing in Section 2 of this Price List, does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court’s responsibility to adjudicate negligence and consequential damage claims. It is also the Court’s responsibility to determine the validity of the Exculpatory Clause.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

COMPANY –Zayo Group, LLC, the issuer of this Price List.

COMMISSION – The Idaho Public Utilities Commission

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

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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.

CONNECTOR - See "Switch".

CONNECTION CHARGE - See "Service Connection Charge".

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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 operator service provider.

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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

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

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

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

MINIMUM CONTRACT PERIOD – see “Initial Service Period”

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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.

PRICE LIST - The rates, charges, rules and regulations adopted and filed by Company with the Idaho Public Utilities Commission.

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

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

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

SUBSCRIBER - See Customer.

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

TELEPHONE COMPANY - See Carrier

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

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

TOLL FREE SERVICE - A service which provides a Customer with a Toll Free number so that calls made to the Toll Free number are charged and billed to the Customer instead of to the calling party. This service is offered without charge to the dialing party.

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

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

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

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

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating within the State of Idaho, 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 Idaho.
- 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 Toll Free "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. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.8. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.9. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer.
- 2.1.10. This Price List shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provision.

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

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.
- 2.2.2. Company reserves the right to immediately disconnect service without notice, without incurring liability pursuant to the provisions Section 2.17, *infra*.
- 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 termination charges, if the transferee has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall Zayo collect more than total charges owed.
- 2.2.6 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this 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.

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

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale unless specifically offered, ordered and designated as "For Resale."
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this 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 Idaho 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) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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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; 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.

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. Notice of such studies, programs or promotional offerings shall be filed as may be required by the Commission.

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

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

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

2.6.2., Continued

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

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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;
- L. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- M. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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

2.6.2., Continued

- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- T. Any non-completion of calls due to network busy conditions;
- U. Any calls not actually attempted to be completed during any period that service is unavailable.
- V. Service, facilities, or equipment, which the Company does not furnish.
- W. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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

- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this 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 Idaho 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.
- 2.6.8. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Zayo is not responsible for and will not make any changes or submit updates to E911/911 Databases for any services other than an emergency response location per billing telephone number, and as provided with Zayo's Station Level 911 service. Unless otherwise agreed, Company will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point telephone number, name address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number for the DS0 level of service and one Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the Automatic Location Identification ("ALI") to the appropriate PSAPs. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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

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

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

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

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

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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.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

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

2.7.1. General Liabilities of the Customer, Continued

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless Company, officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet 911/E911 requirements.

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

A. Unauthorized Use of the Network

- 1. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this 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 List 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 thirty (30) days from the date of issuance of the Customer's bill.

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

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

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this 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.

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

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

C. Liability for Calling Card Fraud

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

D. Liability for Credit Card Fraud

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

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

- 2.8.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this 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, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Company, except upon the written consent of Company.
- 2.8.3. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.8.4. Unless otherwise specified in this 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.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's service, the Company shall charge Customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

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

- 2.9.7. In accordance with the “filed Price List doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Price List.
- 2.9.8. The Customer is responsible for damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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

- 2.9.11. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.9.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this 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.
- 2.9.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.9.14. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- 2.9.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company.

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

- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Price List regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with 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.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

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

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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 Letter of Guarantee in writing; or
- C. Paying a cash deposit.

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

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ESTABLISHMENT OF CREDIT, Continued**

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

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

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification in conformity with Section 2.10.
- 2.11.2. Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
- A. The Applicant has had continuous telephone service of a comparable nature with the utility at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment; or
 - B. The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states: Applicant had a timely payment history at time of service discontinuation, and Applicant has no outstanding liability from prior service.
- 2.11.3. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.
- 2.11.4. Interest on deposits held shall be payable and accrued at a rate set by the Idaho PUC under the provisions of IDAPA 31.41.01.106.
- 2.11.5. Residential deposits and accrued interest to be refunded after 12 months of service if the customer has not been delinquent in the payment of utility bills or applied to the closing bill upon discontinuance of service.
- 2.11.6. Company may require a residential Customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

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

2.11.7. The amount of a deposit required by Company shall be determined according to the following terms:

- A. Deposits shall not exceed Customer's estimated average monthly bill or the average monthly bill for the customer class for that customer whichever is greater. Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

2.12. INITIAL SERVICE PERIOD

2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular Price Listed 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. The billing date shall be printed on the bill and the date rendered shall be the mailing date. All payments shall be made at or mailed to the office of the utility or to the utility's duly authorized representative. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16., unless otherwise stated
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- C. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
- G. In the event that Company must employ the services of attorneys for collection of charges due under this Price List, Company shall be permitted to recover the costs of collection, including reasonable attorneys' fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.2. Late Payment Fee

- A. Customer will be liable for late fees on payments received after due date in the lesser of eighteen (18) percent per year computed on a daily basis or the statutory maximum, whichever is lower.
- B. The late payment charge will be applied to all undisputed amounts previously billed under this 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 \$25.00.

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

2.13.4. Overpayments

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.4. Overpayments, Continued

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

2.13.5. 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.

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

2.13.6. Customer Complaints and Billing Disputes

A. Customer Complaints

1. A Customer or prospective Customer may initiate a complaint with the Company on any relevant matter by telephone, at 866.434.6836, in person or in writing directed to the Vice President of Customer Care Center, 10433 Emerald, Boise, Idaho 83704. Company's response to the complaint will generally be in the same form used by the Customer.
2. The Customer may at any point during resolution of the complaint seek review by a supervisor or manager. If Customer is still not satisfied, the nature of the complaint with sufficient detail to afford an investigation should be documented and addressed to the Director of Customer Service at the address in paragraph (A) above.

B. Billing Disputes

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.6. 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. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation.
4. If there is still a disagreement about the disputed amount after the investigation and review by the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Idaho Public Utilities Commission
P.O. Box 83720
Boise, Idaho 83720-0074

Telephone: (208) 334-0300 (within the local calling area)
Toll Free: 1-800-432-0369 (from outside the local calling area)

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

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

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

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

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

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If a Customer's service is restored after having been disconnected in accordance with this 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 Sections 3-7 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.
- 2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2 of this Price List.

SECTION 2 - RULES AND REGULATIONS, Continued**2.16. CANCELLATION BY CUSTOMER**

- 2.16.1. Customer may cancel local service by providing written notice to Company thirty (30) days prior to cancellation, unless the terms of any separate Agreement with Company state otherwise. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.16.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.16.3. If Customer terminates a Services Agreement or all or any part of the Services there under to the end of the Services Term, Company may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

Customer will not be liable for the early termination fees set forth above if Zayo breaches the Services Agreement or if Customer orders from Zayo services of equal or greater MRC than the services terminated, and the services have equal or greater terms, and the new services are approved by Zayo. Customer acknowledges that Zayo's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to Zayo.

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

2.17.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- 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.
- D. The Company has evidence of tampering or evidence of fraud.

Company shall not be required to restore Service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company. Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of 1 year and shall be available for inspection by the Commission.

2.17.2. Company may discontinue service on five (5) days notice, excluding Saturdays, Sundays and holidays, according to the following conditions, in accordance with the following:

- 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;

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

2.17.2. Continued

- 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;

Written notice shall contain, at a minimum, the name of the person whose service is to be terminated and the telephone number where service is being rendered; the Company rules or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the utility, if applicable; the date on or after which service may be terminated; and a statement advising the customer to contact the utility at a specific phone number for information regarding any deferred billing or other procedures which the utility may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service.

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. INTERCONNECTION**

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

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. 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.

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SECTION 3 – LOCAL EXCHANGE SERVICE**3.1. DESCRIPTION OF SERVICE**

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

3.2. APPLICATION OF RATES

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. Company may resell local exchange services which will be priced according to the rates established for such services in the underlying provider's effective intrastate tariffs.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.3. PROMOTIONAL OFFERINGS**

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.4. LOCAL SERVICE TERM PLANS**

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

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE**

3.5.1. Description

- A. Basic Business Local Exchange service provides the Customer with voice-grade telecommunications service that can be used to place and receive calls. The Customer may place calls to any local calling station in the local calling area. The Customer may also place calls to toll-free numbers where equipment allows. Subject to availability, Customers may select their preferred telecommunications carrier for 1+ intraLATA and interLATA toll service.

- B. Market Expansion Line (MEL) service allows the Customer to have a telephone number out of a particular central office without having a physical presence in the area served by the central office. A call to a MEL can be forwarded to a central office in the calling area, or to a long distance number. The MEL product is also an alternative when a telephone number cannot be ported between central offices. The originating telephone number identification is not provided to the MEL Customer. MELs cannot be forwarded to 911, public pay telephone numbers, OUTWATS numbers, international telephone numbers nor 900 numbers. Service connection and long distance charges may apply.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. BASIC BUSINESS LOCAL EXCHANGE SERVICE, Continued****3.5.2. Rates and Charges**

Service	Month-to-Month Charge	1-Year Term Monthly Recurring Charge	2-Year Term Monthly Recurring Charge	3-Year Term Monthly Recurring Charge	Non-Recurring Charge	
Basic Business Line	\$85.00	\$85.00	\$85.00	\$85.00	\$45.00	(I)
Basic Business Line w/ Voice Mail	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	(I)
Resold Basic Business Line (Qwest Territory)		\$143.25	\$143.25	\$143.25	\$45.00	
Resold Basic Business Line (Verizon Territory)		\$168.00	\$168.00	\$168.00	\$45.00	
Market Expansion Line (includes 5 pathways)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	(I)
Market Expansion Line Additional Pathway	\$30.00	\$30.00	\$30.00	\$30.00	\$45.00	(I)

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES**

- 3.6.1. The Company's T1 and T1 PRI based services are provided through its own switch facilities. These services ride a T1 or T1-capable facility which consists of common equipment, local exchange switching and flat-rate usage trunks/channels for access to the local exchange and toll networks. The Primary Rate Interface (PRI) includes a D channel that supports a data connection between the Customer's PBX or ISDN capable equipment and the Company's switch.
- 3.6.2. Where the Company is not collocated, the Customer has the option of utilizing a portion of an Enhanced Extended Loop (EEL). The monthly recurring Extended Loop Fee applies in addition to each monthly recurring circuit charge.
- 3.6.3. The minimum term of service for the Company's T1-Based services is 2 years (24-months).
- 3.6.4. Digital Voice T1 and ISDN PRI services are trunk side circuits designed to transmit digital voice signals between a customer's private branch exchange (PBX) and Zayo's central office switching center. The Digital Voice T1 service is a 1.544 Mbps circuit supporting 24 voice conversations each encoded at 64 Kbps. ISDN PRI, or Integrated Services Digital Network at a Primary Rate Interface, is an "enhanced T-1" service delivering voice conversations over 23 bearer (23 B) channels supported by one signaling channel (1 D). ISDN PRI offers out-of-band signaling delivering automatic and dialed number identification services and are limited to Customer applications that meet technical engineering design parameters. All services are subject to availability and are designed for retail customer applications.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.5. Novus T1 and Novus T1/PRI Services

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

3.6.6. Integrated T1 Service

Integrated T1 is a channelized product delivered over a T1 facility with a minimum requirement of 10 total 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 Business Lines;
 - 2. Integrated T1 Digital Channels;
 - 3. Integrated T1 Analog Trunks.
- B. The *Feature Package* and *Feature Package Plus* feature packages are available with the Integrated T1 products. See Section 3.7.4., following, for components and rates.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.7. Integrated ISDN PRI

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

3.6.8. Rates and Charges

A. ISDN-PRI and Digital Voice

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
ISDN PRI		
Month-to-Month Term	\$1200.00	\$2000.00
1 Year Term	\$1200.00	\$2000.00
2 Year Term	\$1200.00	\$2000.00
3 Year Term	\$1200.00	\$2000.00
Digital Voice T1		
2 Year Term	\$1200.00	\$2000.00 (I)
DID Trunk Termination	\$6.00	\$0.00
3 Year Term	\$1200.00	\$2000.00 (I)
DID Trunk Termination	\$6.00	\$0.00

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.8. Rates and Charges, Continued

B. Novus T1 Service

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
<u>Novus Two (2) Year Term</u>		
Novus Basic Business Lines/DID Digital Trunks/Analog Trunks (per line/trunk)		
Up to 12 lines/trunks	\$26.95	
13 – 24 lines/trunks	\$24.95	
Novus T1 Circuit		\$500.00
Novus PRI	\$249.00	
<u>Novus Three (3) Year Term</u>		
Novus Basic Business Lines/DID Digital Trunks/Analog Trunks (per line/trunk)		
Up to 12 lines/trunks	\$25.95	
13 – 24 lines/trunks	\$23.95	
Novus T1 Circuit		\$0.00
Novus PRI	\$298.80	

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.8. Rates and Charges, Continued

C. Integrated T1 Service

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
<u>Integrated T1 One (1) Year Term</u>		
Integrated T1 Basic Business Lines/DID Digital/Analog Trunks (per line/trunk)		
1 – 16 lines/trunks	\$37.00	
17 –24 lines/trunks	\$36.00	
Integrated T1 Digital Local Loop		\$1000.00
<u>Integrated T1 Two (2) Year Term</u>		
Integrated T1 Basic Business Lines/DID Digital/Analog Trunks (per line/trunk)		
1 – 16 lines/trunks	\$35.00	
17 –24 lines/trunks	\$34.00	
Integrated T1 Digital Local Loop		\$500.00
<u>Integrated T1 Three (3) Year Term</u>		
Integrated T1 Basic Business Lines/DID Digital/Analog Trunks (per line/trunk)		
1 – 16 lines/trunks	\$33.00	
17 –24 lines/trunks	\$32.00	
Integrated T1 Digital Local Loop		\$0.00

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.8. Rates and Charges, Continued

D. Integrated PRI

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Integrated PRI Two (2) Year Term		
Integrated Voice PRI (per channel)	\$29.00	
(I)		
Digital Local Loop		\$500.00
Integrated PRI Three (3) Year Term		
Integrated Voice PRI (per channel)	\$28.00	
(I)		
Digital Local Loop		\$0.00

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.6. T1-BASED SERVICES, Continued**

3.6.8. Rates and Charges, Continued

E. 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) [1]	\$0.18	\$0.30
Non-Sequential DID Numbers (per number) [1]	\$1.02	\$0.30
Inbound Caller ID [1]	\$0.00	\$0.00
Inbound Caller ID Name & Number [1]	\$24.00	\$0.00
Call Redirection [1]	\$30.00	\$250.00

[1] See Section 3.7.1. for descriptions.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES**

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

3.7.1. Feature Descriptions**3-Way Calling**

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

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.

Anonymous Call Rejection

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

Call Transfer

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

Caller ID Name & Number

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

Caller ID Number

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.1. Feature Descriptions, Continued

Call Waiting

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

Caller ID on Call Waiting

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

Continuous Redial

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

Distinctive Ring

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.1. Feature Descriptions, Continued****Hunting**

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

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

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

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

1. Circular - Circular hunting hunts all lines in the hunting group regardless of the starting point.
2. Multi-Line - Feature allows all of Customer's line to reflect the same local telephone number and name for outbound Caller ID. Incoming calls first hit the main number, and then hunt to the member numbers. Incoming calls 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.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.1. Feature Descriptions, Continued

Last Call Return

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

Speed Calling 8

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

Speed Calling 30

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

Single Number Service – Simultaneous Ring

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

Single Number Service – Sequential Ring

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.1. Feature Descriptions, Continued

Call Forward Busy

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

Call Forward No Answer

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

Call Forward Busy/No Answer

Allows a customer to have incoming calls transferred to another predetermined number if the called number is busy or if the customer does not answer after a preset number of rings. (Northern Idaho only.)

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.1. Feature Descriptions, Continued****Call Forward Variable**

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

Selective Call Rejection

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

Remote Access Call Forwarding

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

Call Trace

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.1. Feature Descriptions, Continued

Disconnected Number Referral

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

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 customer's handset as well as generating a stutter dial tone.

Custom Number Selection

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.1. Feature Descriptions, Continued****Call Redirection**

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

Sequential DID (Direct Inward Dial) Station Number

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

Non-Sequential DID Station Number

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.2. Blocking Option Feature Descriptions

Third Party Blocking

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

Call Blocking - 900/976

This feature prevents the User from placing chargeable information calls.

Caller ID Block- Per Use

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

Caller ID Blocking

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

Call Trace Blocking

This feature prevents access to Call Trace.

Call Blocking - Carrier Code

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

Collect Call Blocking

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.2. Blocking Option Feature Descriptions, Continued

Call Blocking - Directory Assistance

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

Call Blocking - Directory Assistance - National

Blocks Users from placing chargeable calls to national Directory Assistance.

Call Blocking - Directory Assistance - Local

Blocks Users from placing chargeable calls to local Directory Assistance.

Call Blocking - International

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

Call Blocking - 800

Prevents Users from making calls to toll free numbers.

Call Blocking - 0+

Prevents Users from making operator assisted calls.

Call Blocking - 1+

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

Call Blocking - 1+ - Allows 800

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

Call Blocking- Inbound

Prevents Customer from receiving inbound calls.

Call Blocking- Outbound

Prevents Customer from making outbound calls.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.3. Ala Carte Feature Rates¹**

Feature	Monthly Recurring Charge (MRC)	Northern Idaho MRC/NRC	Non- Recurring Install. Charge (NRC)
3 Way Calling	\$5.47	\$6.00/5.00	\$10.00
Call Hold	\$1.00	N/A	\$10.00
Anonymous Call Rejection (Requires Caller ID)	\$0.00	\$3.60/5.00	\$0.00
Call Transfer	\$6.50	N/A	\$10.00
Caller ID Name & Number (per line)	\$9.00	\$10.95/5.00	\$10.00
Caller ID Number	\$9.00	\$10.00/5.00	\$10.00
Caller ID Blocking	\$0.00	\$0.00/0.00	\$10.00
Call Waiting	\$7.80	\$8.00/5.00	\$10.00
Call Waiting ID	\$7.00	\$5.00/5.00	\$10.00
Continuous Redial – unlimited	\$3.50	\$6.00/10.00	\$10.00
Per use	N/A	\$0.75	N/A
Distinctive Ring	\$7.45	\$7.45/10.00	\$10.00
Hunting	\$9.45	\$0.50/5.00	\$10.00
Last Call Return – unlimited	\$4.50	\$6.00/5.00	\$10.00
Per use	N/A	\$0.75	N/A
Speed Calling 8	\$4.38	\$4.00/5.00	\$10.00
Speed Calling 30	\$5.47	\$5.55/5.00	\$10.00
Call Forward Busy	\$3.00	\$1.25/5.00	\$10.00
Call Forward No Answer	\$4.00	\$2.00/5.00	\$10.00
Call Forward Busy/No Answer	N/A	\$2.50/5.00	N/A
Call Forward Variable	\$5.50	\$6.00/5.00	\$10.00
Selective Call Rejection	\$5.00	\$6.00/5.00	\$10.00
Disconnected Number Referral	\$0.00	\$0.00/\$25.00	\$25.00
Remote Access Call Forwarding	\$8.45	N/A	\$10.00
Msg. Waiting - Audible & Visual	\$0.00	\$0.00/0.00	\$0.00
Custom Number Selection	\$0.00	\$0.00/250.00	\$250.00

¹ Regular applicable service connection charges apply.

N/A = Not available

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.3. Ala Carte Feature Rates², Continued**

Feature	Monthly Recurring Charge (MRC)	Northern Idaho MRC/NRC	Non- Recurring Installation Charge (NRC)
Single Number Service, Sim. Ring [1]	\$7.50	N/A	\$5.00
Single Number Service, Seq. Ring [1]	\$7.50	N/A	\$5.00
Call Blocking - 0+	\$0.00	\$0.00/5.00	\$10.00
Call Blocking - 1+	\$0.00	\$0.00/5.00	\$10.00
Call Blocking - 1+ - allows 8XX	\$0.00	\$0.00/5.00	\$10.00
Call Blocking - 900/976 Service	\$0.00	\$0.00/5.00	\$10.00
Call Blocking – DA	\$0.00	\$0.00/5.00	\$10.00
Call Blocking - DA 411	\$0.00	N/A	\$10.00
Call Blocking - DA LD	\$0.00	N/A	\$10.00
Call Blocking – International	\$0.00	\$0.00/5.00	\$10.00
Call Blocking – Incoming	\$0.00	\$0.00/0.00	\$10.00
Call Blocking - Outgoing	\$0.00	\$0.00/0.00	\$10.00

[1] Limited to areas served by Zayo’s Metaswitch.

N/A = Not available

² Regular applicable service connection charges apply.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued****3.7.4. “Feature Package” and “Feature Package Plus” for Basic Business Line and Novus and Integrated T1 Services**

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
Distinctive Ring Option	\$4.00	\$5.00

A. Feature Packages include the Customer’s 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 Forwarding Variable
Call Waiting w/ Caller ID	Remote Access Call Forward
Continuous Redial	
Hunting	

B. Feature Packages are not available in Northern Idaho.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued**

3.7.5. Call Tracing

A. General

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

B. Definitions

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.7. CUSTOM CALLING FEATURES, Continued**

3.7.5. Call Tracing, Continued

C. Regulations

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

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.7. CUSTOM CALLING FEATURES, Continued

3.7.5. Call Tracing

D. Rates

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. DIRECTORY LISTINGS

3.8.1. Regulations

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

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. DIRECTORY LISTINGS, Continued**

3.8.2. Descriptions

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

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

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

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.8. DIRECTORY LISTINGS, Continued

3.8.2. Descriptions, Continued

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

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

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.8. DIRECTORY LISTINGS, Continued**

3.8.3. Rates

Listing Type*	Monthly Recurring Charge (MRC)	Northern Idaho MRC/NRC	Non- Recurring Installation Charge (NRC)
First White Page Listing	\$0.00	\$0.00/0.00	\$0.00
Directory Information Listing (extra line)	\$6.00	\$3.30/5.00	\$10.00
Additional White Page Listing	\$6.00	\$3.30/5.00	\$10.00
Cross Reference Listing	\$6.00	N/A	\$10.00
Foreign Listing	\$6.00	\$3.30/5.00	\$10.00
Non-Published Number Listing	\$3.00	\$5.45/5.00	\$15.00
Non-Listed Listing	\$2.50	\$3.30/5.00	\$15.00

N/A = Not available

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES****3.9.1. Non-Recurring Service Charges - Descriptions****A. Service Order Charge**

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

B. Move Charge

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

C. Delay Charge

See Section 3.9.4. Customer Not Ready – Service Facility Reservation

D. Reconnection Fee

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued

3.9.1. Non-Recurring Service Charges - Descriptions, Continued

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued

3.9.2. Non-Recurring Service Charges - Rates

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

N/A = not applicable

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued**3.9.3. Recurring Charges – Descriptions****A. Network Access Assessment (NAA)**

The NAA is assessed as a percentage of monthly recurring and usage charges for local, intrastate, interstate, international, data, private-line, and voice messaging services and the Interstate Access Charge (IAC) and Interconnection Fee (ICF). The NAA helps to recover the cost of the underlying facilities and services that Zayo purchases from the Incumbent Local Exchange Carrier (ILEC). FCC rules permit the ILEC in various circumstances to increase its rates as well as to limit the Company's access to its network facilities except at higher rates.

Network Access Assessment: 12.45%

B. 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).

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,**
Continued**3.9.4. Customer Not Ready – Service Facility Reservation Charge**

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

If Customer notifies Company 6 or more days before the Date and if 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.

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 | |

3.9.5. 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.

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.9. MISCELLANEOUS RECURRING & NON-RECURRING CHARGES,
Continued

3.9.6. Third Party Pass Through Charge*

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

Rate: Individual Case Basis (ICB)

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

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

3.10.1. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

3.10.2. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

2-1-1 - Community Information and Referral Services

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

5-1-1 - Traffic and Transportation Information

7-1-1 - Telecommunications Relay Service

8-1-1 - Advanced Notice of Excavation Activities

9-1-1 – Emergency Service

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. ABBREVIATED DIALING CODES (N-1-1), Continued

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. ABBREVIATED DIALING CODES (N-1-1), Continued

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

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. ABBREVIATED DIALING CODES (N-1-1), Continued****3.10.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued****D. Provision of Service – End User Customers**

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

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

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

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

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. ABBREVIATED DIALING CODES (N-1-1), Continued****3.10.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued****D. Provision of E-911 Service – End User Customers, Continued**

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

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

Company does not provide 911/E-911 service for any of its data services. Company does not provide PS/ALI Service³ at this time, but Company will provide Customer with referrals to other companies who provide PS/ALI or emergency response services.

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. ABBREVIATED DIALING CODES (N-1-1), Continued

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

- E. After the establishment of service, it is the Public Safety Agency’s responsibility to continue to verify the accuracy of and to advise Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing street, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies’ jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.10. ABBREVIATED DIALING CODES (N-1-1), Continued****3.10.6. Universal Emergency Telephone Number Service (911, E911) – End Users, Continued**

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.10. ABBREVIATED DIALING CODES (N-1-1), Continued

3.10.7. 711 Service

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.11. IDAHO TELECOMMUNICATIONS SERVICE ASSISTANCE PROGRAM (ITSAP)**

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code, § 56-901*.

3.11.1. Eligibility - To be eligible for ITSAP, the participant must:

- A. Apply through the Department of Health and Welfare;
- B. Be head of household;
- C. Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

3.11.2. Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

- A. Bureau of Indian Affairs general assistance;
- B. Tribally administered Temporary Assistance for Needy Families;
- C. Head Start (only those meeting its income qualifying standard);
- D. National School Lunch Program's free lunch program.

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.11. IDAHO TELECOMMUNICATIONS SERVICE ASSISTANCE PROGRAM (ITSAP), Continued

3.11.3 Lifeline Discounts – applied to Price List monthly recurring rates and charges for qualifying residential customers. Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50. Additional federal discounts may apply pursuant to federal regulations, 47 C.F.R. Part 54.

3.11.4 The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Public Utilities Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge.

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE

4.1. GENERAL

- 4.1.1. Long distance interexchange service includes 1+, 800, Operator Services, Directory Assistance, Private Line and Special Access Services. Services will be offered on an IntraLATA and InterLATA basis and will be provided via a combination of leased and owned facilities. Such services may be offered in conjunction with local service or on a stand-alone basis. Customers may access the company network either directly or via facilities of the local exchange carrier.
- 4.1.2. Use of the Company's Long Distance Interexchange Service is subject to the rules and regulations set forth herein and in Section 2 of this Price List.

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.2. APPLICATION OF RATES**

4.2.1. Charges for Service and Billing Increments

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

4.2.2. Account Codes, Verified Account Codes

Account Codes will be provided at Customer's request. Account Codes allow the Customer to utilize a code prior to dialing a long distance call to provide customized billing. Verified Account Codes require the Customer to enter a valid Account Code prior to the call as an authorization mechanism. If an invalid Verified Account Code is entered, the call will not complete.

4.2.3. Individual Case Basis (ICB) Arrangements

In addition to services offered with this Long Distance Interexchange Service section, Company may also offer individually priced services.

4.2.4. Calculation of Distance (where applicable)

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

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

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

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

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

4.3.1. Continued

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

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES**

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

Service	Intrastate Rate per Minute
Dedicated	\$0.075
On Net (aka “All Calls”)	\$0.075
Off Net	\$0.110

Account Codes and Verified Account Codes (authorization codes) are available with Outbound “1+” Service:

Service	Monthly Recurring Charge	Non-Recurring Installation Charge
Account Codes	\$12.95	\$12.00
Verified Account Codes (1-20 authorization codes)	\$12.95	\$12.00
Verified Account Codes (each additional 15 authorization codes)	\$5.00	\$5.00

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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued****4.4.2. Inbound “Toll Free” Service. Switched and Dedicated “Toll Free” Service Rates Per Minute, all times, not including surcharges:**

<u>Service</u>	<u>Intrastate Rate per Minute</u>
Dedicated	\$0.075
On Net (aka “All Calls”)	\$0.075
Off Net	\$0.11

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

SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued****4.4.3. Miscellaneous Inbound “Toll Free” Services, Monthly Recurring Charges**

Service	Monthly Recurring Charge	Non-Recurring Charge (Installation or Change)
Toll Free Service Charge	\$25.00 per number	\$5.00
Directory Listing	\$27.00	\$22.50
Call Blocking, Area Code	\$0.00	\$150.00
Time of Day / Day of Week Routing	\$52.50	\$150.00
Real Time ANI	\$150.00	\$300.00
DNIS Delivery	\$52.50	\$112.50
Overflow to Switched	ICB	\$75.00
Overflow to Dedicated	ICB	\$75.00
Payphone Blocking ⁴	\$20.00	\$25.00
Geographic Routing	\$40.00	\$25.00

⁴ Payphone Blocking is “best efforts” only, and will not block all payphone-originations, nor will it result in a waiver of any payphone surcharges being billed to Customer.

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SECTION 4 - LONG DISTANCE INTEREXCHANGE SERVICE, Continued**4.4. LONG DISTANCE INTEREXCHANGE SERVICE RATES AND CHARGES, Continued****4.4.5 ValuePlanPlus Long Distance Packages**

These packaged long distance minutes are available to Customers that purchase Zayo local voice services and apply to all local lines at the Customer's physical location. All lines at the location must be PIC'd to Zayo for both intrastate and interstate long distance services.

<u>Package / Minutes Included</u>	<u>Monthly Recurring Flat-Rate Charge</u>	<u>Overage Rate Per Minute</u>
ValuePlanPlus 500	\$15.00	\$0.040
ValuePlanPlus 1000	\$25.00	\$0.040
ValuePlanPlus 2000	\$50.00	\$0.040
ValuePlanPlus 5000	\$100.00	\$0.035
ValuePlanPlus 10000	\$200.00	\$0.035
ValuePlanPlus 20000	\$400.00	\$0.035
ValuePlanPlus 30000	\$600.00	\$0.035
ValuePlanPlus 40000	\$800.00	\$0.035
ValuePlanPlus 50000	\$1,000.00	\$0.035

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SECTION 5 – DIRECTORY ASSISTANCE SERVICE

5.1. REGULATIONS

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

- 5.1.1. Telephone calls by Customers for telephone number listings will be answered and numbers given if the requested number is listed the Directory Assistance records.
- 5.1.2. Requests placed through the operator when normal Directory Assistance service is available may be subject to operator service charges.
- 5.1.3. Use of Directory Assistance Service is subject to the limitations of liability set forth in Section 2.6 of this Price List.

5.2. RATES

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

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

SECTION 6 – SPECIAL PROGRAMS**6.1. VPN SOLUTIONS**

6.1.1. 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 3.6.8.E.).

6.1.2. VPN Voice Components and Rates

<u>Service or Service Element</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge (Install)</u>
Basic Business Line VPN 2-Year Term	\$20.00	\$45.00
Basic Business Line VPN 3-Year Term	\$18.00	\$45.00
<u>Novus 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 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		\$500.00

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.2. VPN Voice Components and Rates, Continued**

Service or Service Element	Monthly Recurring Charge	Non-Recurring Charge (Install)
Novus VPN DID Digital Trunks 2-Year Term		
1 – 8 trunks (per trunk)	\$20.00	\$45.00
9 – 24 trunks (per trunk)	\$18.00	\$45.00
Novus VPN DID Digital Trunks 2-Year Term		
Up to 24 trunks (per T1)	\$216.00	\$500.00
Novus VPN PRI	\$275.00	
(Requires VPN Circuit)		\$500.00
Novus VPN DID Digital Trunks 3-Year Term		
1 – 8 trunks (per trunk)	\$18.00	\$45.00
9 – 24 trunks (per trunk)	\$15.00	\$45.00
Novus VPN DID Digital Trunks 3-Year Term		
Up to 24 trunks (per T1)	\$180.00	\$500.00
Novus VPN PRI	\$250.00	
(Requires VPN Circuit)		\$250.00

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued**

6.1.3. VPN Solutions Feature Options and Rates

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

Service	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
- Anonymous Call Rejection
- Call Transfer
- Caller ID Name and Number
- Call Waiting
- Call Waiting ID
- Continuous Redial
- Circular Hunting
- Series Hunting
- Multi-Line Hunting
- Last Call Return
- Selective Call Rejection
- Speed Calling 8
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Remote Access Call Forward
- Caller ID Number

* See Section 3.7.1. for individual feature descriptions.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates, Continued****B. Optional VPN Business 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 – \$0.95 per use		
Last Call Return – \$0.95 per use		

* See Section 3.7.1. for individual feature descriptions.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. VPN Solutions Feature Options and Rates, Continued****C. Optional Blocking Features for VPN Business Line Features (Feature availability varies by location.)***

Blocking Feature	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 3.7.1. for individual feature descriptions.

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.1. VPN SOLUTIONS, Continued****6.1.3. 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	\$10.00
Directory Listing Non-Published Number	\$3.50	\$15.00
Directory Listing Non-Listed	\$3.50	\$15.00

* See Section 3.8. for Directory Listings descriptions.

E. 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*	\$0.00	\$0.00
Inbound Caller ID Name & Number*	\$20.00	\$0.00
Call Redirection*	\$25.00	\$250.00

* See Section 3.7.1. for descriptions.

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SECTION 6 – SPECIAL PROGRAMS, Continued

6.2. BUSINESS ESSENTIALS

6.2.1. Description

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

SECTION 6 – SPECIAL PROGRAMS, Continued
6.2. BUSINESS ESSENTIALS, Continued

6.2.2. Rates

	Essentials Lite Monthly Recurring Charge	Essentials Pro Monthly Recurring Charge	Non-Recurring Charge (Install)
12-Month Service			
2 Lines	\$130.00	\$147.00	\$99.00
3 Lines	\$155.00	\$180.50	\$99.00
4 Lines	\$185.00	\$219.00	\$99.00
5 Lines	\$215.00	\$257.50	\$99.00
6 Lines	\$245.00	\$296.00	\$99.00
7 Lines	\$275.00	\$334.50	\$99.00
8 Lines	\$305.00	\$373.00	\$99.00
9 Lines	\$335.00	\$411.50	\$99.00
10 Lines	\$365.00	\$450.00	\$99.00
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	\$99.00

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SECTION 6 – SPECIAL PROGRAMS, Continued**6.3. LD VOICE PACKAGES**

Package Type	LD and Feature Package 2000	LD and Feature Package 5000	LD and Feature Package 10,000
Monthly Recurring Charge	\$19.95	\$49.95	\$89.95
Long Distance Minutes Included	2,000	5,000	10,000
Features Available	Choose from 13 features, see Section 3.7. Custom Calling Features. Packages include one Premium Voicemail Box		
DIDs Included	Up to 50	Up to 100	Up to 200
Overage Charges	See overage rates in Section 4.4.5. ValuePlanPlus Long Distance Packages		

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SECTION 7 – SWITCHED ACCESS SERVICES

7.1. GENERAL

This section contains particular regulations, rates and charges applicable to the provision of Switched Access Services by the Company.

7.1.1. Explanation of Abbreviations

CCS	Common Channel Signaling
CCSAC	Common Channel Signaling Access Capacity
DLR	Design Layout Report
FGD	Feature Group D
LIDB	Line Information Data Base
PIU	Percent Interstate Usage
SPOI	Signaling Point of Interface
SS7	Signaling System 7
STP	Service Transfer Point
SWC	Serving Wire Center

7.1.2. General Service Description

Switched Access Service, which is available to Customers for their use in furnishing their own services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to an End User's premises in the LATA where it is provided.

7.2. FGD Service

FGD Service provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.2. FGD Service, Continued**

FGD Service is provided with multi-frequency address signaling or SS7 out of band signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual-tone multi-frequency or dial-pulse address signals will be provided by the Company's equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the switched transport provided.

FGD Service, when used in the terminating direction, may be used to access valid NXX codes served by the Company's switch, community information services of an information provider, and other Customer services (by dialing appropriate codes) when such services can be reached using valid NXX codes. FGD may not be switched, in the terminating direction, to another Trunkside Switched Access Service.

The Company will establish a trunk group or groups for the Customer at the end office switches or access tandem switches where FGD Service is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single group at the option of the Company.

The access code for FGD switching is a uniform access code of the form 10XXX or 101XXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten-digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve-digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0, 00, or 1 + NXX-XXXX, NPA + NXXXXXXX, 0, 00 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Dialing, 01 + CC NN or 011 + CC + NN.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.2. FGD Service, Continued**

When the 10XXX or 101XXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the Customer's operator, 911 for access to emergency reporting service, or at the Customer's option, the end-of-dialing digit (ii) for cut-through access to the Customer's premises.

A Customer may order 950 or FGD to activate a Customer's designated 950XXXX access code. This will allow the Company to direct those designated 950-XXXX calls dialed by the Customer's End Users to the Customer's access service. The Customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the Customer to receive additional address signaling. Such calls will be rated as FGD.

7.3. Ordering Procedures

Ordering and provisioning procedures for the Company's Switched Access Service are as set forth in this price list.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service including:

- (a) Customer name and premises address(es);
- (b) Billing name and address (when different from Customer name and address);
- (c) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.3. Ordering Procedures, Continued****7.3.1. Ordering Options for Access Service**

Switched Access Service is provided by the Company as trunk side switched access with equal access capabilities compatible with industry standards for FGD Service.

7.3.1.1. Switched Access Service

When a Customer requests new or additional Switched Access Services, one or more Access Orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an Access Order for service, the Customer shall specify, at a minimum: information for Switched Transport as described in this price list. This information is in addition to the basic Trunkside Switched Access Service arrangement information.

7.3.1.2. Trunkside Switched Access Service

For Trunkside Switched Access Service ordered in trunks, the Customer shall specify the number of trunks and the end office when Switched Transport and Local Switching options are desired. When ordering trunks to an access tandem or FGD trunks to a Customer-provided tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem or Customer-provided tandem to assist the Company in its own efforts to project further facility requirements. In addition, the Customer shall specify for terminating access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The traffic type must also be specified using the same categories as described in this price list, to enable efficient provisioning and billing functions.

When a Customer orders Switched Access Service in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.3. Ordering Procedures, Continued****7.3.1. Ordering Options for Access Service, Continued****7.3.1.3. LIDB**

When the Customer orders LIDB, the Customer must specify the Originating Point Code(s) and Location Identification Code(s) that will access the Company's LIDB per access order.

7.3.1.4. FGD with SS7

When the Customer orders FGD Service with SS7 out of band signaling, the Customer must specify the CCSAC Service required between the Customer's SPOT and the Company's STP location per access order.

7.3.2. Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per-occurrence basis.

Any increase in the number of Switched Access Service facilities or trunks will be treated as a new Access Order (for the increased amount only).

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.3. Ordering Procedures, Continued****7.3.2. Order Modifications, Continued****7.3.2.1. Design Change**

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the Customer. Design changes include such things as a change of End User premises within the same serving wire center, the addition or deletion of optional features, functions, or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package.

Design changes do not include a change of Customer premises, End User premises to a different serving wire center or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and if anew service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

A Design Change Charge will apply, on a per order, per occurrence basis. This charge will also apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of the Design Layout Report (DLR). If a change of service date is required, the Service Date Change Charge will apply. If the change of End User premises within the same serving wire center is requested, Expedited Order Charges may also apply.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.3. Ordering Procedures, Continued****7.3.2. Order Modifications, Continued****7.3.2.2. Service Date Change**

Access Order service dates for the installation of new services or rearrangements of existing services may be changed. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed, pursuant to this price list.

A new service date may be established that is prior to the original Standard or Negotiated Interval service date if the Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

If the service date is changed to an earlier date, the Customer will be notified by the Company that Expedited Order Charges as set forth in this price list will apply. Such charges will apply in addition to the Service Date Change Charge.

When, for any reason the Customer indicates that service cannot be accepted on the service date, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 120 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued

7.3. Ordering Procedures, Continued

7.3.2. Order Modifications, Continued

7.3.2.3. Expedited Orders

A Customer may:

- (a) when placing an Access Order for service(s), request a service date that is prior to the assigned service date;
- (b) request an earlier service date on a pending or negotiated Access Order, and;
- (c) request a change of End User premises within the same serving wire center.

If the Customer requests an earlier service date and/or a change of End User premises within the same serving wire center, and the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the Customer for the additional costs.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.4. Presubscription**

Presubscription is a procedure whereby an End User or location provider may select and designate to the Company an interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The interexchange carriers are referred to as the End User's or location provider's primary interexchange carrier. The End User or location provider will be allowed to select a primary interexchange carrier for intraLATA calls and a primary interexchange carrier for interLATA calls.

Should a caller wish to use the services of an interexchange carrier other than the primary interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that interexchange carrier's services.

7.4.1. Application of Charges on Presubscription

- (a) End users or location providers placing orders for service will be asked to select a primary interexchange carrier at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.
- (b) End users or location providers that choose to change their primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.
- (c) Subsequent to a one month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary interexchange carrier (PIC) change is billed to the End User who is the subscriber to the Local Exchange Service. However, an interexchange carrier may, at its option, may elect to pay the charge for any End User and/or location provider at any time. The nonrecurring charge for a PIC change is set forth in this price list.

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SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.4. Presubscription, Continued****7.4.2. Dispute Application for Presubscription**

If the End User or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary interexchange carrier free of charge. If the change was submitted by an interexchange carrier, and the interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized interexchange carrier.

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an interexchange carrier on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more interexchange carriers.

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more interexchange carriers or agents.

The nonrecurring charge for an Unauthorized PIC change is set forth in this price list.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.4. Presubscription, Continued****7.4.3. Cancellation of Interexchange Participation for Presubscription**

If an interexchange carrier elects to discontinue all of its FGD service in the end office, the interexchange carrier is obligated to do the following:

- (a) Notify the Company of the cancellation of their FGD service; and
- (b) Contact all End Users or location providers that are presubscribed to the canceling interexchange carrier as their primary interexchange carrier. Inform these End Users or location providers of the cancellation and request the End Users or location providers to contact the Company to select a new primary interexchange carrier.

The Company will bill the canceling interexchange carrier the service order charge for each End User and location provider the interexchange carrier has predesignated to it. Such charge will not apply to the canceling interexchange carrier where the canceling interexchange carrier transfers or assigns its FGD services and the associated 10XXX or 101 XXX code to another interexchange carrier in such manner that the Company does not change End User or location provider records or End User and/or location provider PIC designation, or if another interexchange carrier elects to pay the service order charge on behalf of the canceling interexchange carrier.

7.4.4. Interexchange Carrier Initiated Conversions for Presubscription

When an interexchange carrier requests that their End User and/or location provider be changed from one access code to another access code on a mass conversion basis, e.g., an interexchange carrier using two or more PIC designations or an interexchange carrier assuming ownership of another interexchange carrier's End Users and/or location providers etc., charges as set forth in this price list shall apply.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements**

The following requirements are in addition to the terms and conditions contained in the general regulations section of this price list.

7.5.1. Obligations of the Customer

The Customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., 1-100) when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request (ASR).

Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer. Where call detail is insufficient to determine the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor. The Company will use the Jurisdictional Report to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer.

7.5.1.1. Reporting Terminating FGD Service

For terminating access minutes on FGD, the Customer has the following options:

- (a) allow the Company to develop the projected PIU factor; or
- (b) provide the Company with a projected PIU factor.

Upon ordering terminating FGD Service, the Company will develop the projected PIU factor until the Company receives a letter from the Customer (by certified U.S. Mail return receipt requested) authorizing the Company to develop the projected PIU factor from a Customer-provided report.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued****7.5.1. Obligations of the Customer, Continued****7.5.1.1. Reporting Terminating FGD Service**

Customers who choose to provide a projected PIU factor for terminating FGD access minutes shall supply a percentage in whole number (i.e., a number 0-100). The Company will designate the number obtained by subtracting the projected terminating interstate percentage from 100 as the projected terminating intrastate percentage of use. The projected PIU factor supplied by the Customer is used by the Company to apportion the terminating usage between interstate and intrastate until a revised report is received.

The Customer-provided PIU factor will be used until the Customer reports a different projected PIU factor. No prorating or back billing will be done based on the Jurisdictional Report.

7.5.1.2. Failure to Report

When the quarterly reports are not supplied by the Customer, the Company will follow the procedures set out in paragraphs (a) through (c) below.

- (a) If the Customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the PIU factors to be the same as those provided in the order for service.
- (b) Upon receipt of the Customer's work papers and summary, the Company will begin using the PIU factors derived from the work papers and summary with the next billing period and will review the work papers and summary submitted within thirty (30) days from receipt of the information.
- (c) If after review of the information, it is determined that a billing dispute exists, the Company will continue to use the derived PIU factor and begin audit procedures.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued****7.5.1. Obligations of the Customer, Continued****7.5.1.3. VoIP-PSTN Traffic**

- (a) Scope: VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing (“TDM”) format that originates and /or terminates in Internet Protocol (“IP”) format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. This section governs the identification of toll VoIP-PSTN traffic subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). This section establishes the method of distinguishing toll VoIP-PSTN traffic from the Customer’s total intrastate access traffic, so that toll VoIP-PSTN traffic will be billed in accordance with the FCC Order.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued**

7.5.1. Obligations of the Customer, Continued

7.5.1.3. VoIP-PSTN Traffic, Continued

(b) Rating of Toll VoIP-PSTN Traffic:

- i. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates between December 29, 2011 and July 12, 2012.
- ii. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed intrastate switched access rates between July 13, 2012 and June 30, 2014. (PVU factors described in 7.5.1.3.(c) do not apply.)
- iii. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates effective July 1, 2014.
- iv. Terminating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates.
- v. The Company's FCC switched access tariff can be found at the following web address: www.zayo.com/policies/us-tariffs/.

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SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued****7.5.1. Obligations of the Customer, Continued****7.5.1.3. VoIP-PSTN Traffic, Continued****(c) Calculation and Application of Percent-VoIP-Usage Factor**

The Company will determine the number of toll VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection (b), above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- i. The Customer will calculate and furnish to the Company a factor (“PVU-Customer”), along with supporting documentation, representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format and (b) is received from the Company and terminates in IP format. This PVU-Customer shall be based on verifiable information such as the number of the Customer’s retail VoIP subscriptions in the State (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- ii. Company will, likewise, calculate a factor (PVU-Company) representing the percentage of the Company’s total intrastate access MOU in the State that the Company originates or terminates in IP format. This PVU-Company shall be based on the number of the Company’s retail VoIP subscriptions in the State as reported on FCC Form 477.

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SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued**

7.5.1. Obligations of the Customer, Continued

7.5.1.3. VoIP-PSTN Traffic, Continued

(c) Calculation and Application of Percent-VoIP-Usage Factor, Continued

- iii. After the Company verifies the PVU-Customer factor provided by the Customer the Company will use the PVU-Customer and PVU-Company factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as: $PVU\text{-Customer} + PVU\text{-Company} \times (1 - PVU\text{-Customer})$.
- iv. In the event that the Company cannot verify the Customer's PVU-Customer factor based upon the information provided by the Customer, the Company will request additional information to support the PVU-Customer. The Customer shall supply reasonably requested additional information and other information used to determine the PVU-Customer factor. If after review of the additional information, the Customer and the Company establish a revised and mutually agreed upon PVU-Customer, the Company will begin using the new factor with the next bill period.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued****7.5.1. Obligations of the Customer, Continued****7.5.1.3. VoIP-PSTN Traffic, Continued****(d) Initial PVU Factor**

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-Customer into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company prior to April 15, 2012. If the Customer does not furnish the Company with a PVU-Customer, the Company will utilize a PVU-Customer equal to zero percent.

The initial PVU-Company is equal to zero percent.

(e) PVU Factor Updates:

The Customer may update the PVU-Customer factor or the Company may update the PVU-Company factor quarterly using the method set forth in subsection (C)(1), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January and/or July of each year a revised PVU-Customer factor and supporting documentation. Once verified by the Company the revised PVU-Customer factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.5. Billing and Jurisdictional Reporting Requirements, Continued****7.5.1. Obligations of the Customer, Continued****7.5.1.3. VoIP-PSTN Traffic, Continued****(f) PVU Factor Verification**

- i. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factor(s), the call detail records, description of the method for determining how the Customer's end-users originate and terminate calls in IP format, and other information used to determine the Customer's PVU factor(s) furnished to the Company in order to validate the PVU factor(s) supplied. The Customer shall comply with each such Company request, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- ii. The Company may dispute the Customer's PVU factor(s) based upon:
 - a. A review of the requested data and information provided by the Customer;
 - b. The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477, or state level results based on the FCC's Local Competition Report, or other relevant data;
 - c. A change in a reported PVU factor by more than five percentage points from the preceding quarter.
- iii. If, after review of the data and information, the Customer and the Company establish revised a PVU factor(s), the Company will begin using the revised PUV factor(s) in the next billing cycle.

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SECTION 7 – SWITCHED ACCESS SERVICES, Continued

7.6. Rates

7.6.1. Application of Rates

The rates associated with Carrier Common Line Service, Switched Transport Service and Local Switching Service are applied to all access minutes of use that originate and terminate at the Company's local switch.

7.6.2. Rate Categories

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

7.6.2.1. Carrier Common Line Service

Carrier Common Line Service provides for the use of the Company's common lines by Customers for access to End Users to furnish intrastate telecommunications service.

7.6.2.2. Switched Transport Service

Switched Transport Service provides the transmission facilities between the Customer's premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

7.6.2.3. Local Switching Service

Local Switching Service provides a switch path from the Company's local subscribers to its local switches.

SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.6. Rates, Continued****7.6.3. Rating and Billing of Transport Where More Than One Company is Involved**

Switched Access Service to a Customer may involve more than one Company for the provision of transport service. Each Company will provide its portion of transport to the interconnection point with the next Company. The mileage used to calculate charges for the Company's Transport Service will be based the Company's percentage of network facilities used to provide the service. Other companies involved with the transport service may bill according to their own tariffs or price lists.

7.6.4. Originating Non-8YY Carrier Common Line Service Rates

	Rate per Access Minute
Non-Ready Line Service, per access minute	\$0.000000
Originating, per access minute	\$0.000000

7.6.5. Switched Transport Service Rates

	Rate per Access Minute
Originating Non-8YY Local Transport	\$0.010000

7.6.6. Local Switching Service Rates

	Rate per Access Minute
Originating Non-8YY Local Switching	\$0.017500
Terminating Local Switching	**
Originating 8YY Rates	**

7.6.7. 800 Database Access Service

Basic (per Query)	\$0.003500
Vertical Feature Query	\$0.000000

**8YY and Terminating rates are located in Section 5.0 of the Company's FCC Switched Access Tariff available at www.zayo.com/policies/us-tariffs/.

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SECTION 7 – SWITCHED ACCESS SERVICES, Continued**7.6. Rates, Continued**

7.6.8. Service Date Change Charge Non-Recurring Charge

Per Order	\$40.00
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7.6.9. Design Change Charge

Non-Recurring Charge per Order	\$50.00
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7.6.10. Expedited Order Charge

Non-Recurring Charge per Order	\$35.00
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7.6.11. Presubscription Rates and Charges

	Non-Recurring Charge
PIC Change, per line	\$5.00
Unauthorized PIC Change, per line	\$20.00
Interexchange Initiated Conversion, per line	\$10.00

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