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December 29, 2023

Via Electronic Filing

North Dakota Public Service Commission
600 East Boulevard Avenue
Department 408
Bismarck, North Dakota 58505-0480
ndpsc@nd.gov

Re: Zayo Group, LLC Tariff Filings

Dear Sir or Madame:

On behalf of Zayo Group, LLC ("Zayo" or the "Company"), this letter transmits (1) as Attachment A, Zayo's North Dakota Tariff P.S.C. No. 1 for the provision of Essential Services, which replaces and supersedes the Tariff P.S.C. No. 3 of Electric Lightwave, LLC dba Allstream ("Electric Lightwave"), and (2) as Attachment B, Zayo's North Dakota Tariff P.S.C. No. 2 for the provision of access services, which replaces and supersedes the Tariff No. 4 of Electric Lightwave, LLC dba Allstream. The Zayo tariffs mirror the Electric Lightwave, LLC dba Allstream tariffs that are currently on file with the Commission. Zayo's Tariff P.S.C. No. 1 contains Original Pages 1 through 81 and Tariff P.S.C. No. 2 contains Original Pages 1 through 128. Zayo is currently registered as a telecommunications company in North Dakota.

The tariffs are being filed to become effective on January 1, 2024, which is when Zayo intends to begin providing these services.¹ In addition, Zayo will post the tariffs to its website at <https://www.zayo.com/policies/us-tariffs>.

Respectfully submitted,



Catherine Wang
Brett P. Ferenchak
Attachments

1 PU-23-369 Filed 12/29/2023 Pages: 212
Revisions to ND PSC Tariff No. 1 & ND PSC Tariff No. 2
Zayo Group, LLC
Brett Ferenchak

¹ Zayo Group, LLC and Electric Lightwave, LLC dba Allstream will separately file a Notice of the Pro Forma Consolidation of Electric Lightwave into Zayo Group, with Zayo Group remaining as the surviving entity and will at that time request cancellation of Electric Lightwave's telecommunications registration.

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Attachment A

Zayo Group Tariff P.S.C. No. 1

Essential Telecommunications Services

REGULATIONS AND SCHEDULES

of

Essential Telecommunications Services
Applying to End-User Communications Services
within the
State of North Dakota

Provided by:

ZAYO GROUP, LLC

THIS TARIFF REPLACES AND SUPERSEDES
NORTH DAKOTA P.S.C. TARIFF NO. 3 OF ELECTRIC LIGHTWAVE, LLC
DBA ALLSTREAM IN ITS ENTIRETY

This tariff contains the descriptions, regulations and rates applicable to the furnishing of essential telecommunications services provided by Zayo Group, LLC (“Company”) within the State of North Dakota. This tariff is on file with the North Dakota Public Service Commission (“Commission”).

Issued: December 29, 2023

Issued By:

Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

Effective Date: January 1, 2024

CHECK SHEET

The Title Sheet and Sheets Title through 80 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

Sheet No.	Revision	Sheet No.	Revision	Sheet No.	Revision
Title	Original				
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	81	Original
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) Change in listing Regulation or Condition which may affect a Rate or Charge.
- (D) Discontinued Rate, Charge, Regulation or Condition.
- (I) Increase in Rate or Charge.
- (N) New Rate, Charge, Regulation or Condition.
- (R) Reduction in Rate or Charge.
- (T) Changed text with no effect on Rate, Charge, Regulation or Condition.
- (U) Updated to current existing Rate.
- (M) Moved Rate, Charge, Regulation or Condition.

TARIFF FORMAT

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

APPLICATION OF TARIFF

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

COMPANY – Zayo Group, LLC (“Zayo”).

COMMISSION – The North Dakota Public Service Commission

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

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

CONNECTOR - See "Switch".

CONNECTION CHARGE - See "Service Connection Charge".

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

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

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

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

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

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 Tariff.

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

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

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

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

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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

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

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

MINIMUM CONTRACT PERIOD – see “Initial Service Period”

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

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

SUBSCRIBER - See Customer.

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

T1 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 receive one call at a time.

TARIFF - The rates, charges, rules and regulations adopted and filed by Company with the North Dakota Public Service Commission.

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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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

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

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

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

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

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

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1821 30th Street, Unit A
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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without notice, without incurring liability pursuant to the provisions of North Dakota Administrative Code Section 69-09-05-02.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer of the Service or any rights associated with the Service. Transfer may be permitted if the Customer has paid all charges owed to the Company. Transfers will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply, as stated elsewhere in this Tariff. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Failure of the transferee to comply with this requirement shall not prevent liability for charges, including termination charges, if the transferee has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall Zayo collect more than total charges owed.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

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

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

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or North Dakota State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, or in any way misrepresenting the identity of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. CUSTOMER'S USE OF SERVICE, Continued

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

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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 Tariff until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified elsewhere in this Tariff.
- 2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. SPECIAL CONSTRUCTION**

- 2.5.1. Subject to the Company's agreement and to the provisions of this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:
- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - B. of a type other than that which Company would normally utilize in the furnishing of its services;
 - C. over a route other than that which Company would normally utilize in the furnishing of its services;
 - D. in a quantity greater than that which Company would normally construct;
 - E. on an expedited basis;
 - F. on a temporary basis until permanent facilities are available;
 - G. involving abnormal costs; or
 - H. in advance of its normal construction
- 2.5.2. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by Company.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. SPECIAL CONSTRUCTION, Continued**

- 2.5.3. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
- A. Maintenance expense;
 - B. Depreciation expense – including reusable and nonrecoverable 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 limited to, the following:
- A. Material;
 - B. Material overhead;
 - C. Installation labor;
 - D. Installation labor overhead
- 2.5.5. In connection with Marketing and Sales studies or programs, or promotional offerings, Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by Company. Notice of such studies, programs or promotional offerings shall be filed with the Commission.

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

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

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

2.6.2., Continued

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

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Issued By:

Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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

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

- 2.6.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.6.4. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.6.5. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to North Dakota law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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

- 2.6.6. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.6.7. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- 2.6.8. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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

2.6.8., Continued

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

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

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

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

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

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

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

2.6.16. With respect to Directory Listing Service:

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

2.6.17. With respect to Caller ID Blocking:

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

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. LIABILITY OF THE CUSTOMER****2.7.1. General Liabilities of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. LIABILITY OF THE CUSTOMER, Continued

2.7.1. General Liabilities of the Customer

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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

A. Unauthorized Use of the Network

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

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

- (c) Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (d) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
3. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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

1. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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

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

D. Liability for Credit Card Fraud

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

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

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

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

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

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

- 2.9.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the Services or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- 2.9.5. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of Customer's service, the Company shall charge Customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

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

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

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

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

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

- 2.9.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.9.17. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.9.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.9.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CUSTOMER RESPONSIBILITIES, Continued

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

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Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

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

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

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

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

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

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

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

- 2.11.1. Company reserves the right to require all Customers to establish credit worthiness to the Company's reasonable satisfaction. Upon application for service, Customer shall be deemed to have authorized Company to obtain utility service credit information and verification.
- 2.11.2. Deposit
- A. Company reserves the right to require Customer to make a deposit to guarantee payment of charges pursuant to Section 69-09-05-03 of the North Dakota Administration Code. Deposits will not exceed an estimated two (2) months of Company's charges and will be collected and maintained according to Commission rules and regulations.
 - B. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
 - C. A deposit of \$20.00 or more will accrue interest at a rate of six (6) percent per annum or the amount prescribed by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection and shall be paid at least annually.
 - D. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
 - E. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
 - F. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Tariff or for tendering payments when due.

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

- 2.12.1. The Initial Service Period is defined by the terms of the service contract or other agreement to provide services. In the absence of a contract/agreement or definition of the Initial Service Period, the Initial Service Period is one month (30 days). The Customer must pay the regular Tariffed rate for the service Customer subscribes to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer is responsible for paying the regular rates for the remainder of the Initial Service Period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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

2.13.1. General Payment Regulations

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer pursuant to Section 2.16.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- C. Billing for local services will be rendered monthly in advance. Charges for long distance service are based on actual usage and typically are billed monthly in arrears. (Pursuant to the terms of certain Value Plans described herein, the long distance service provided as part of the Value Plan is billed monthly in advance along with the local services.).
- 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 due and payable upon the Payment Due Date as set forth on the invoice.
- G. In the event that Company must employ the services of attorneys for collection of charges due under this Tariff, Company shall be permitted to recover the costs of collection, including reasonable attorneys' fees.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. PAYMENTS AND BILLING, Continued

2.13.2. Late Payment Fee

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

2.13.3. Checks

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

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 greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- 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 Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.
- B. The Company reserves the right to back bill the Customer for charges not previously billed to the Company because of Company error. The Company may back bill for charges incurred over two (2) years, unless state law or Commission rules and regulations provide otherwise.

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

2.13.6. 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 via our Customer Service email at serviceexperts@zayo.com or by calling 1-888-444-1976.
2. The Customer may at any point during resolution of the complaint seek review by a supervisor or manager.

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 its results. In conducting its investigation, the Company will consider all relevant information provided by Customer as well as other information reasonably available to Company. The burden of 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 as provided in Section 69-09-05-02 of the North Dakota Administrative Code. 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 the Customer is not satisfied with the results of the Company's investigation, the Company shall provide the Customer with payment under protest as provided in Section 69-09-05-02 of the North Dakota Administrative Code.
5. The Customer shall file a complaint form with the Commission to begin the complaint process. The funds received from the Customer under protest may be applied by the Company as any normal payment received by the Company. Upon settlement of the dispute, any sums owed to the Customer must be refunded and supplemented by the applicable interest charge from the date of payment to the date of return.

The address of the Commission is:

North Dakota Public Service Commission
600 East Boulevard Avenue
Department 408
Bismarck, North Dakota 58505-0480
(701) 328-2400
(800) 366-6888
FAX (701) 328-2410

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

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

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

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

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

- 2.15.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.15.2. If a Customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to pay; (1) all accrued and unpaid charges; (2) a deposit per Section 2.11; and (3) service charges specified in Sections 3.4.1 of this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- 2.15.3. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- 2.15.4. The Company shall not charge a reconnection fee if the disconnection was caused by an event described in Section 2.2.2 of this Tariff.

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

- 2.16.1. 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. A charge equal to the unrecoverable costs incurred prior to a request for cancellation and the costs of removal, restoration and disposal, if any, shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

These costs include, but are not limited to, engineering, labor and non-recoverable material and equipment expense.

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CANCELLATION BY COMPANY

- 2.17.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability, in accordance with North Dakota Administration Code Section 69-09-05-02, Disconnection of Telecommunications Service:
- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
 - B. In the event of tampering with the Company's equipment; or
 - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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

2.17.2. Company may discontinue service on ten (10) days' notice, excluding Saturdays, Sundays and holidays, according to the following conditions, in accordance with North Dakota Administrative Code Section 69-09-05-02:

- A. For failure of the Customer to pay a bill for the Company's Service, including FCC approved user charges, when due;
- B. For failure of the Customer to meet the Company's deposit and credit requirements;
- C. For failure of the Customer to make proper application for service;
- D. For Customer's violation of any of the Company's rules on file with the Commission;
- E. For failure of the Customer to provide the Company reasonable access to its equipment and property;
- F. For Customer's breach of the contract for Service between the Company and the Customer;
- G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or

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.

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

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

SECTION 2 - RULES AND REGULATIONS, Continued**2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

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

2.20. TAXES, SURCHARGES, AND FEES

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

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 herein.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls which are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.

3.2. APPLICATION OF RATES

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by Company to certain exchanges, under specific conditions.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.3. ESSENTIAL SERVICE RATES AND CHARGES****3.3.1. Miscellaneous Charges****A. Telephone Line Surcharges and Taxes**

The Customer is responsible for payment of any and all applicable taxes, fees and surcharges now or hereafter levied by federal, State, or Local government agencies including those noted below:

Federal USF
Telephone Assistance Program (TAP)
Gross Receipts Tax
City 911 (West Fargo only)
County 911
City Gross Receipts Tax (Fargo only)

B. Additional Charges

In addition to any other surcharges and taxes, Customers will be charged the following:

i. Network Access Fee (NAA)

The NAA is an end-user subscriber charge, assessed as a percentage of local, intrastate, interstate, international, private-line services and Interconnection Fee (ICF). The NAA is charged as a percentage of monthly recurring and usage charges, both intrastate and interstate.

a. NAA 12.45%

ii. 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.

a. Rate: Individual Case Basis (ICB)

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.3. ESSENTIAL SERVICE RATES AND CHARGES**

3.3.1. Miscellaneous Charges, Continued

B. Additional Charges, Continued

iii. **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).

iv. **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.

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.3. ESSENTIAL SERVICE RATES AND CHARGES, Continued****3.3.2. Local Exchange Service Line Charges****A. Basic Local Exchange Line Charges****1. On Zayo’s Network**

Class of Service	Monthly Rates	Service Connection Charge
Business Line Mo-to-Mo	\$139.49	\$45.00
Business Line 1-Year Term	\$127.49	\$45.00
Business Line 2-Year Term	\$127.49	\$45.00
Business Line 3-Year Term	\$127.49	\$45.00
Extended Area Service (EAS); per line	\$1.84	

2. Off Zayo’s Network

Class of Service	Monthly Rates	Service Connection Charge
Resale Business Line – Mo-to-Mo	\$101.99	\$45.00
Resale Business Line – 1-Year Term	\$101.99	\$45.00
Resale Business Line – 2-Year Term	\$91.99	\$45.00
Resale Business Line – 3-Year Term	\$91.99	\$45.00

Remote Access Call Forwarding	\$1.44
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Extended Area Service (EAS); per line	Please see Qwest Corporation Exchange and Network Services Price Schedule No. 1, Section 5.1.2. Extended Area Service
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 Issued: December 29, 2023

Issued By:

 Corporate Attorney
 Zayo Group, LLC
 1821 30th Street, Unit A
 Boulder, CO 80301

Effective Date: January 1, 2024

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.3. ESSENTIAL SERVICE RATES AND CHARGES, Continued****3.3.3. 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**3.3. ESSENTIAL SERVICE RATES AND CHARGES, Continued**

3.3.3. Call Tracing

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

3.3. ESSENTIAL SERVICE RATES AND CHARGES, Continued

3.3.3. 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

3.3. ESSENTIAL SERVICE RATES AND CHARGES, Continued

3.3.4. Primary Directory Listing

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

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.4. MISCELLANEOUS NON RECURRING CHARGES****3.4.1. Non-Recurring Service Charges - Descriptions****Service Order Charge**

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

Move Charge

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

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.)

After Hours Conversion Charge

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

Order (Internal) Expedite Charge

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

Expedite Charge

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

Cancellation Charge

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.4. MISCELLANEOUS NON-RECURRING CHARGES, Continued****3.4.2. Non-Recurring Service Charges - Rates**

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

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SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS**

Company offers the following special programs to eligible Customers. Regulations regarding the eligibility and use of the services obtained in these programs are in addition to applicable rules and regulations set forth in Section 2 of this Tariff.

3.5.1. Link-Up Service Connection Program**A. Benefits**

The Link-Up Service Connection Program is a federally sponsored lifeline assistance program designed to make telephone service accessible to low-income residential households who are currently not on the public switched network. Through this program, the service connection charge for the initial installation of the main access line will be discounted to the applicant at a rate of fifty (50%) percent, not to exceed \$30.00. (The remaining portion of the service connection charge may be installment billed in increments.)

B. Eligibility Requirements

This discount applies on a single line at the principal place of residence for the applicant.

2. The consumer can receive the benefit of the Link-Up Service Connection Program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-Up assistance was provided previously.
3. An applicant may defer payment of the service connection charges. Payment may be deferred up to 12 months with a payment schedule of equal payments for up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments. These charges do not include any permissible security deposit requirements.
4. Applicant meets income requirements under criteria “5” or “6” below.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS, Continued****3.5.1. Link-Up Service Connection Program, Continued****B. Eligibility Requirements, Continued**

5. Applicant can show current participation in one of the following assistance programs to his or her local exchange company:

- Aid to Families with Dependent Children
- Medical Assistance
- General Assistance
- North Dakota Supplemental Aid
- Food Stamps
- Refugee Cash Assistance or Refugee Medical Assistance
- Energy Assistance; or
- Supplemental Security Income

Proof of eligibility must accompany the completed application form. Proof of eligibility can be made either in person at Company's business office or by mailing a copy of the applicant's proof of participation and enclosing that with a completed application to Company's business office.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.5. SPECIAL PROGRAMS, Continued

3.5.1. Link-Up Service Connection Program, Continued

B. Eligibility Requirements, Continued

6. Applicant can show household income level of 150 percent (150%) or less of the federal poverty level. Household income is defined as total gross income from all sources for all members of the applicant’s household.

The applicant must show verification of income requirements by showing previous calendar year’s completed federal tax return(s) or proof that their household income level was below the federal level necessitating they file a tax return for the previous calendar year.

Applicants who wish to qualify for Link-Up on the basis of criteria “6” must submit the completed application and proof of income to:

North Dakota Public Service Commission
600 East Boulevard Avenue
Department 408
Bismarck, North Dakota 58505-0480
(701) 328-2400

The Consumer Affairs Office of the North Dakota Public Service Commission will be responsible for notifying the appropriate local exchange company in writing of any applicants who qualify.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.5. SPECIAL PROGRAMS, Continued

3.5.1. Link-Up Service Connection Program, Continued

B. Eligibility Requirements, Continued

7. Credit and Collections

(a) Credit Reference

Credit verification procedures used for all applicants who apply for service with Company will also be used for applicants who apply for service under the Link-Up program.

(b) Deposits

The deposit standards used for all applicants who apply for service with Company will also be used for applicants who apply for service under the Link-Up program.

(c) Collection Standards

Once service has been established for a Link-Up applicant, he or she will be expected to adhere to the same bill payment policies expected of any other Customer of Company.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS, Continued****3.5.2. Communications Impaired Telecommunications Services****A. Definition**

This Tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible communication-impaired persons and to create and maintain a message relay service pursuant to North Dakota Century Code ch. 54-44.8.

B. Eligibility for Communication Devices

To be eligible to obtain a communication device a person must be:

1. At least five years of age;
2. Communications impaired;
3. A resident of the state;
4. A resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent (150%) of the applicable median household income in the state; and
5. A resident in a house that has telephone service or that has made application for service and has been assigned a telephone number.

C. Eligibility for Wiring Installation

If a communication-impaired person does not have telephone service and is subject to economic hardship as determined, the Telephone Company providing local service shall at the direction of the administrator of the program to install necessary outside wiring without charge.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.5. SPECIAL PROGRAMS, Continued

3.5.2. Communications Impaired Telecommunications Services, Continued

D. Regulations

Service Charges shall not apply to eligible persons to establish this program on existing service.

E. Funding

This program shall be funded through a surcharge on residence and business access lines which pay the 911 surcharge.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS, Continued**

3.5.3. Lifeline and Telephone Assistance Plan

A. Definition

Lifeline is the local service offering that is available to low income consumers, for which such consumers pay reduced charges as a result of the federal support described in 47 CFR § 54.403 and Sections “F” and “G” below, and that includes the services required to be provided for federal universal service support eligibility under 47 CFR § 54.101. The Telephone Assistance Plan (TAP) provides for additional state credits against the recurring monthly rates for the provision of local residential service for eligible residential subscribers.

B. Eligibility for the Federal Lifeline Credit

1. To qualify for the federal lifeline credit the Customer must be currently eligible for:
 - Medicaid;
 - Food Stamps;
 - Supplemental Security Income
 - Federal public housing assistance; or
 - Low-Income Home Energy Assistance Program
2. Eligibility will be established by Company obtaining from a Customer a document signed by the Customer certifying under penalty of perjury that the Customer receives benefits from one of the above programs and identifying the program or programs from which the Customer receives benefits. On the same document, a qualifying low-income Customer may also agree to notify Company if the Customer ceases to participate in the program or programs.
3. When Company is notified by the Customer that the Customer no longer participates in such a program, the federal credits to that Customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS, Continued****3.5.3. Lifeline and Telephone Assistance Plan, Continued****C. Eligibility for the State TAP Credit**

1. TAP is a state sponsored assistance program and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.
2. Eligibility Requirements: To be eligible for assistance, an applicant must meet the following requirements:
 - (a) This discount applies on a single line at the principal place of residence for the applicant.
 - (b) Applicant signs a document certifying under penalty of perjury that the consumer receives benefits from at least one of the following programs:
 - Medicaid;
 - Food Support (Food Stamps);
 - North Dakota Family Investment Program (MFIP);
 - Supplemental Security Income;
 - Federal public housing assistance; or
 - Low-Income Home Energy Assistance Program.

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs:

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

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued**3.5. SPECIAL PROGRAMS, Continued****3.5.3. Lifeline and Telephone Assistance Plan, Continued****C. Eligibility for the State TAP Credit, Continued**

2. Eligibility Requirements: To be eligible for assistance, an applicant must meet the following requirements, Continued

(c) Applicant agrees to notify the Company if the consumer ceases to participate in any of the above listed federal assisted programs.

D. Certification Revocation.

If the Company discovers that conditions exist that disqualify the recipient of TAP, local service will be billed at the full rate. The Customer will be billed retroactively to whichever is the most recent of the dates TAP assistance commenced or the recipient no longer qualifies for the service not to exceed 12 months.

SECTION 3 – LOCAL EXCHANGE SERVICE, Continued

3.5. SPECIAL PROGRAMS, Continued

3.5.3. Lifeline and Telephone Assistance Plan, Continued

E. Regulations

1. The federal Lifeline and state TAP credit will begin at the Customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the federal Lifeline and state TAP credit is received by Company.
2. A Service Charge shall not be billed to establish qualification for either the federal Lifeline or state TAP credit.
3. When a customer enrolls for the state TAP credit, Company is reimbursed for the cost of the service order activity.

F. Funding

The federal Lifeline credit is funded through the FCC universal service program. The state TAP credit shall be funded through the state Telephone Assistance Plan Surcharge on residence and business access lines which pay the 911 surcharge.

G. Rates

As directed by the Commission or other appropriate authorities.

Attachment B

Zayo Group Tariff P.S.C. No. 2

Access Services

REGULATIONS AND SCHEDULE OF CHARGES FOR
ACCESS SERVICES

for

Zayo Group, LLC

THIS TARIFF REPLACES AND SUPERSEDES
ND. P.U.C. NO. 4 ACCESS SERVICES OF ELECTRIC LIGHTWAVE, LLC
DBA ALLSTREAM IN ITS ENTIRETY

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All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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SYMBOLS

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

- C - Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting in An Increase
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction
- T - Change In Text But No Change In Rate or Charge
- Z - Correction

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below:

Access Minutes - Denotes that usage of exchange facilities in Intrastate service or foreign service for the purpose of calculating chargeable usage.

Access Services: The Company's intrastate Access Services offered pursuant to this Tariff. Advance

Payment: Part or all of a payment required before the start of service

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as Residential Service if installed in a residence,

Busy Hour Minutes of Capacity (BHMC): The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service Access Minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered, This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

CAP: CAP stands for Competitive Access Provider.

CLEC: CLEC stands for Competitive Local Exchange Carrier.

SECTION 1 – DEFINITIONS (cont'd.)

Commission: Commission refers to the Federal Communications Commission.

Company-Designated POP - Denotes a switch location, a central office, Serving Wire Center or any location designated by the Company, which may be used to provide access to the Company's Services.

Carrier or Common Carrier See Interexchange Carrier.

Company: Zayo Group, LLC

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity that orders Service or that uses any Service without first ordering Service from the Company. The Customer is responsible for the payment of charges and for compliance with this Tariff.

Customer-Designated Premises/Customer Premise(s)/Customer's Premise(s): The Premises specified by the Customer for the provision of Access Services.

Dedicated Access: If a Customer's location has a direct path to the network of the DUC or the Company's switch, it is considered Dedicated Access.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by iconectiv.

End User or User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

SECTION 1 – DEFINITIONS (cont'd.)

Feature Group: A switching arrangement available from LEC's and CLEC's end central offices to interexchange long distance carriers.

ICB: ICB stands for Individual Case Basis.

Interexchange Carrier (IXC) or Interexchange Common Carrier: The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication by wire or radio, between two or more exchanges.

Interstate: Applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IXCc : IXC stands for Interexchange Carrier.

HNPA: HNPA stands for Home Numbering Plan Area.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

LEC: LEC stands for Local Exchange Carrier

MECAB: Multiple Exchange Carrier Access Billing

MECOD: Multiple Exchange Carrier Ordering and Design.

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

Non-Recurring Charge: The one-time initial charges for Services or facilities, including but not limited to charges for construction, installation or special fees, for which the Customer becomes liable at the time the Service Order is executed.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

SECTION 1 – DEFINITIONS (cont'd.)

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

POP: POP is an acronym for Point-of-Presence and is the central office of the Company where the Company hands off the traffic of the Company's Customers or where the Dedicated Access facility interconnects with the local or long distance network.

Recurring Charge: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

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

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP): A Service Switching Point denotes an end office or tandem, which, in addition to having SS7 and SP capabilities, is also equipped to query centralized databases.

Serving Wire Center: The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP): The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

SECTION 1 – DEFINITIONS (cont'd.)

Signaling Point of Interface (SPOI): The term “Signaling Point of Interface (SPOI)” denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7): The term “Signaling System 7 (SS7)” denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP): The term “Signal Transfer Point (STP)” denotes a packet switch that provides access to the Telephone Company’s SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port: The term “Signal Transfer Point (STP) Port” denotes the point of termination and interconnection to the STP.

Subscriber Line Charge: The term “Subscriber Line Charge” denotes a charge imposed by the FCC to cover the costs of providing local access. Also known as the End User Common Line charge (EUCL). Rates are different for single and multiline Customers.

SWC: SWC stands for Serving Wire Center.

Third Party Vendor: Denotes a company, entity or individual, other than the Company, that provides facilities and/or the equipment required to provide service(s) in whole or in part.

Toll Free: A term to describe an inbound communications service that permits a call to be completed at a location without charge to the calling party, Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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

Trunk Group: A set of Trunks that are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

United States: The contiguous United States, Alaska, Hawaii, Puerto Rico and the US. Virgin Islands

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number “911” for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 This Tariff applies to intrastate Access Service(s) which consists of furnishing communications service in connection with one way and/or two-way information transmission between points within the State. Access Service is supplied to Customers for origination and/or termination of traffic to and from Central Office codes directly assigned to the Company.

2.1.2 This Tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating Intrastate communications.

2.1.3 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of the Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option hereunder.

2.1.4 The Company arranges for the installation, operation, and maintenance of the Service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.

2.1.5 Scope

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

SECTION 2 – REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.6 Shortage of Facilities

- (A) All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications, allocate the use of existing facilities, or to discontinue furnishing Services when necessary because of the lack of transmission capacity or because of any cause(s) beyond its control.
- (B) The furnishing of Service under this Tariff is subject to the availability on a continuing basis of the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish Service as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS (cont'd)

2.2 Terms and Conditions

- 2.2.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.2.4 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.
- 2.2.5 The Company may rely on Third Party Vendors to provide a portion of the Company's Service, The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time, Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.6 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network.

The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of the Company or Customer facilities.

2.2.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1 (C) following, Access Order modifications.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

- (A) An application for Service, whether made orally or in writing, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Tariff.
- (B) Applicants and/or Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may be reasonably requested by the Company.
- (C) The Applicant must establish credit prior to the Company accepting the Applicant's request for Service.
- (D) The Company requires that an application for Service be executed by a person who is legally competent to do so.
- (E) If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the Service Order, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.9 Cancellation of Application for Service Prior to Establishment of Service

If a Customer cancels an order for Service before the Service begins, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges.

2.2.10 Early Termination of Term Plan

If a Customer terminates Service(s) before the completion of the term, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the termination, The Customer will pay the Company all fees and expenses incurred in the connection with:

- (A) All Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer; and
- (B) Any termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; and
- (C) All recurring charges specified in the term plan agreement for the balance of the then current term.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.11 Expiration of Initial Term

At the expiration of the initial term specified in each Service Order or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless the term plan is canceled by either party upon thirty (30) days' written notice. Any termination of the term plan shall not relieve the Customer of the Customer's obligation to pay any charges incurred under the Service Order and this Tariff prior to termination of Service. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.2.12 Non-Routine Installation

At the Customer's request, installation and/or maintenance maybe performed outside the Company's regular business hours or in hazardous locations, In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Imitations on Liability

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.4 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.
- 2.3.5 The Company shall not be liable for any claims for loss or damages involving:
- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, any or (c) common carriers or warehousemen;

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.4 (cont'd.)

- (B) Any delay or failure of Service, performance, or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's facilities and Services;
- (D) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
- (E) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (F) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.4 (cont'd.)

- (G) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
- (H) 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;
- (I) 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;
- (J) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (K) Any noncompletion of calls due to network busy conditions;
- (L) Any calls not actually attempted to be completed during any period that Service is unavailable.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.4 (cont'd.)

- (M) Damages caused by the fault or negligence or misconduct of the Customer.
- (N) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.6 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging or such facilities or Services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure cooperate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- 2.3.8 Except as otherwise stated in this Tariff, 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. Any such notice by the Customer must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.9 THE COMPANY MAKES NO Warranties OR Representations, EXPRESSER IMPLIED EITHER IN FACTOR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.10 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner, Subject to this responsibility, the Company shall not be responsible for:
- .1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or de facts in, such transmission; or
 - .2 the reception of signals by Customer-provided equipment or
 - .3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.11 Emergency Number 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for 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, omission, 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.
- 2.3.12 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:
- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
 - (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
 - (C) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network or the Company's switch for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

2.3.13 Conditions under which the Company may, with notice, terminate service without liability include, but are not limited to:

- (A) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- (B) Non-payment of any sum owed the Company.

SECTION 2 – REGULATIONS

2.3 Limitations in Liability (cont'd.)

2.3.14 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment.

2.3.15 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

(A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or

(B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or

(C) Any calls placed by means of illegal equipment, service, or device.

In the event the Company learns of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 – REGULATIONS

2.3 Limitations in Liability (cont'd.)

- 2.3.16 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.3.17 To control fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at The Company's option as soon as it can be provided without undue risk.
- 2.3.16 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.17 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- 2.3.18 With respect to Service provided herein, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

SECTION 2 – REGULATIONS

2.3 Limitations in Liability (cont'd.)

- 2.3.19 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the Imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.20 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers or End Users; negligent or defective services to Customers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.21 The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of Service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays thereof), provision, termination, maintenance, repaid interruption or restoration of any Service or facilities offered under this Tariff, and subject to Section 2.16, the Company's liability shall be limited as provided herein.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.22 The entire liability of the Company for any claim, loss, damage, or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service is rendered.
- 2.3.23 Under no circumstances whatsoever will the Company's officers, agents, employees, or affiliates be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.24 The Company shall not be liable for any act or omission concerning the implementation of Presubscription as defined herein.

SECTION 2 – REGULATIONS (cont'd.)

2.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

2.5 Prohibited Use of Service

- 2.5.1 The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.5.2 The Company may require applicants for Service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.5.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.5.4 Service furnished by the Company will not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to Service, However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 2 – REGULATIONS (cont'd.)

2.5 Prohibited Use of Service (cont'd.)

2.5.5 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services, Abuse or fraudulent use of Services includes, but are not limited to:

Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; and

Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; and

Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; and

Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

SECTION 2 – REGULATIONS (cont'd.)

2.6 Transfer or Assignment

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Any permitted assignment or transfer of The Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.7 Obligation of the Customer

2.7.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer

2.7.2 Liability 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, invitees, 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 attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements

(A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating Access Minutes, the projected interstate percentage will be developed on a quarterly basis by end office when the Feature Group D Switched Access Service Access Minutes are measured by dividing the measured interstate originating Access Minutes (the Access Minutes where the calling number is in one state and the called number is in another state) by the total originating Access Minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating Access Minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating Access Minutes for each account to which the Customer may terminate traffic.

1. Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements

(A) (cont'd.)

1. (cont'd.)

For originating Access Minutes will be used to develop projected interstate percentage for such terminating Access Minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.7.3(B) following. The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating Access Minutes from 100v(100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

2. If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating Access Minutes. For originating.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(A) (cont'd.)

2. (cont'd.)

Toll Free Access Minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free Access Minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(C) These whole number percentages will be used by the Company to apportion the use, rates, and/or Non-Recurring Charges between interstate and intrastate until a revised report is received.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

- (D) The projected interstate percentage of use will be used to determine the charges as follows. The number of Access Minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate Access Minutes (i.e., number of Access Minutes x projected interstate percentage of use = interstate Access Minutes). The number of interstate Access Minutes so determined will be subtracted from the total number of Access Minutes (i.e., number of Access Minutes - interstate Access Minutes = intrastate Access Minutes). The interstate Access Minutes for the group will be billed as set forth in this Tariff,
- (E) Effective on the first of January, April, July, and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Service arranged for interstate and intrastate use. Except as set forth in Section 2.7.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that Service. No prorating or back billing will be done based on the report.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(E) (cont'd.)

If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for Service as set forth in this Tariff.

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.7.3(A) preceding will be used for the apportionment of any monthly rates or Non-Recurring Charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the Service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.7.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- (H) The Customer may provide an additional percentage of interstate use for entrance facility and direct trunked transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.7.4 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

(I) VoIP-PSTN Traffic

1. 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 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(I) VoIP-PSTN Traffic (cont'd.)

.2 Rating of Toll VoIP-PSTN Traffic:

- .a 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.
- .b 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 2.7.3(I).3 do not apply.)
- .c 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.
- .d 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.

SECTION 2 – REGULATIONS

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(I) VoIP-PSTN Traffic (cont'd.)

.3 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 .2, 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:

- .a 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.
- .b 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.

SECTION 2 – REGULATIONS

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(I) VoIP-PSTN Traffic (cont'd.)

.3 Calculation and Application of Percent-VoIP-Usage Factor (cont'd.)

- .c 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: $PVU\text{-Customer} + PVU\text{-Company} \times (1 - PVU\text{-Customer})$.
- .d 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 2 – REGULATIONS

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(I) VoIP-PSTN Traffic (cont'd.)

.4 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.

.5 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-Company factor and supporting documentation. Once verified by the Company the revised PVU-Company factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.4 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order enough trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

2.7.5 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

2.8 Customer Equipment and Channels

2.8.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the Services furnished other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.8.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer- provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

SECTION 2 – REGULATIONS (cont'd.)

2.8 Customer Equipment and Channels (cont'd.)

2.8.2 Inspections (cont'd.)

- (B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after each notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments

2.9.1 Application for Service

- (A) Any Applicant for Service may be required to sign a Service Order or other document designated by the Company requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff, but the Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed. In the event that any provisions set forth in any Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:
- .1 Customer's name and address for billing purposes, and contact name and telephone;
 - .2 contact name, telephone number, and address at each of the premises where Service is to be installed;
 - .3 type of Service, requested Service date, and length of term;
 - .5 the category of and interface and signaling if required;
 - .6 other information necessary for the Company to provide the Service to the Customer; and
 - .8 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.2 Establishment of Credit

- (A) The Company, in order to assure the payment of its charges for Service, will require Applicant and Customers to establish and maintain acceptable credit. The establishment or reestablishment of acceptable credit as provided in this section shall not relieve the Applicant or Customer from compliance with other provisions of this Tariff as to prepayments and payment of bills, and shall in no way modify the provisions regarding shutoff of Service(s) for failure to pay bills due for Service(s) furnished.
- (B) The Company reserves the right to examine the credit record and check the references of all Applicants and Customers prior to accepting the Service Order or Customer's deposit. If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

Applicants for Service may establish credit in one of the following ways:

- .1 Responding in a manner satisfactory to the Company to a set of standard questions, known as the credit evaluation process. The Applicant may be required to provide proof in support of these responses. The written procedures for the credit evaluation process are available for public inspection at the Company's principal office.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.1 Establishment of Credit (cont'd.) (B)

(cont'd.)

- .2 Paying a deposit to the Company in accordance with this Tariff
- .3 Providing sufficient written guarantee of payment for Service by a guarantor satisfactory to the Company.
- .4 Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the appropriate regulatory agency.

(C) Existing Customers

- .1 Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his or her credit with respect to the account involved or with respect to any other account in connection with the seine or any other class of Service which the Company may be providing such Customer,
- .2 A Customer may be required to reestablish additional credit when the amount of Service furnished or the basis on which credit was formerly established has significantly changed or

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.1 Establishment of Credit (cont'd.)

(C) Existing Customers (cont'd.)

- .3 During the first twelve months that a Customer receives Service, the Customer pays late three times or has Service shutoff by the Company for nonpayment two times.
- .4 After the first twelve months that the Customer has received Service, the Customer has had Service shutoff twice by the Company or the Company provides evidence that the Customer used a device or schema to obtain Service without payment.
- .5 After the first twelve months that a Customer has received, the Customer pays late at least three times during any twelve month period.

If a Customer fails to reestablish credit as required by the Company, the Customer's Service may be shutoff.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the Non-Recurring Charge(s) and up to two months of estimated monthly usage charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. The advance payment is due ten (10) business days following the date the Company confirms acceptance of the order or on the application date, whichever is later. If the advance payment is not received by such payment date, the order may be canceled. When the Customer cancels an Access Service request, the order will be withdrawn. Any advanced payment made will not be credited or refunded.

2.9.3 Deposits

- (A) To safeguard its interests, the Company may require Applicants or existing Customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to six months' charges for a Service or facility, which has a minimum payment period.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.3 Deposits (cont'd.)

- (B) When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded after" all applicable outstanding charges have been deducted. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- (C) The Company does not pay interest on deposits.
- (D) In the Company's sole discretion, a deposit may be required in addition to an advance payment.

2.9.4 Refund or Application of Deposits

When a Customer's Service is terminated by the Customer or shutoff by the Company, or when the Customer cancels an application for Service and there are charges due the Company, the deposit will be applied to the charges and the balance, if any, returned to the Customer or Applicant. Before the Service is terminated or shutoff, the Company may, at its option, return the deposit or credit to the Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for Services and facilities furnished to the Customer by the Company. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to Services established, provided, or discontinued during the preceding billing period.

2.10.1 Customers are billed on a monthly basis according to the Company's monthly billing cycle,

2.10.2 Services, which are charged for at monthly rates, are billed in advance for one months Service. Usage sensitive charges are billed in arrears.

2.10.3 Bills are sent to the current billing address. The method of delivering the bill is determined by the Company.

2.10.4 All invoices are due and payable within 30 days after the date of the invoice.

2.10.5 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.10.6 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

- 2.10.7 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
- 2.10.8 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of
- (A) a rate of 1.5 percent per month; or
 - (B) the highest interest rate, which may be applied under state law for commercial transactions.
- 2.10.9 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company, which a financial institution refuses to honor.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

- 2.10.10 If Service is disconnected by the Company in accordance with the provisions of this Tariff and later reinstalled, Service will be subject to all applicable installation charges. If Service is suspended by the Company and later restored, Service will be subject to all applicable restoration charges.
- 2.10.11 Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic funds transfer, or other means authorized by the Company.
- 2.10.12 If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- 2.10.13 If the Customer remits to the Company on more than one occasion during a twelve month period, a check, draft, or other instrument, which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash,
- 2.10.14 Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

2.10.15 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.10.16 Late Payment Charge

- (A) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
- (B) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- (C) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.10.17 Customer Overpayment

Customer overpayment shall mean a payment to the Company in excess of the correct charges for Service when caused by erroneous billing by the Company. The Company will make every effort to credit the Customer's account for the next billing cycle after the overpayment is discovered.

SECTION 2 – REGULATIONS (cont'd.)

2.11 Taxes, Surcharges, and Fees

2.11.1 General

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. These taxes, surcharges, and fees are calculated based upon the point of origination of the Service, the point of termination of the Service, and the taxing jurisdiction's rules and regulations. Further when a municipal corporation, other political subdivision of the State or underlying wholesale Service provider collects from the Company a license tax, 911 tax, privilege tax, street use tax, franchise fee, permit fee, number portability charge or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions, and fees shall insofar as practicable, be billed prorata to the exchange Customers receiving Service within the territorial limits of the municipal corporation or political subdivision. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharge, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will creditor refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

SECTION 2 – REGULATIONS (cont'd.)

2.11 Taxes, Surcharges, and Fees (cont'd.)

2.11.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes

- 2.12.1 All bills are presumed accurate, and shall be binding on the Customer. The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits 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, unless notice of the disputed charge(s) is received by the Company within thirty (30) days commencing after such bills have been mailed or otherwise rendered per the Company's normal course of business or a debit is effected by the Company for the Service giving rise to such dispute or claim. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed,
- 2.12.2 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes (cont'd.)

2.12.3 Adjustments or Refunds to the Customer

- (A) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- (B) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (C) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund of any overpayment by the Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes (cont'd.)

2.12.2 Adjustments or Refunds to the Customer (cont'd.)

- (D) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.12.3 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to thirty (30) days to take the following course of action.

- .1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- .2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Commission.

SECTION 2 – REGULATIONS (cont'd.)

2.13 Discontinuance of Service for Cause

- 2.13. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.13.2 Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- 2.13.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.13.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.
- 2.13.5 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.13.6 In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

SECTION 2 – REGULATIONS (cont'd.)

2.13 Discontinuance of Service for Cause (cont'd.)

2.13.7 Upon the Company's discontinuance of Service to the Customer under Section 2.13.4(A) or 2.13.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.13.8 Notice to Company for Cancellation of Service

Customers desiring to terminate Service shall provide Company thirty (30) days written notice of desire to terminate Service.

2.14 Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

2.14.1 Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and Non-Recurring Charges for Services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.14.6 (A) following,

2.14.2 The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

2.14.3 The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- (A) For Feature Group D Switched Access Service, when Service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the Service.
- (B) Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service Tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company Tariff are applicable.

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

2.14.4 The charge for the Local Transport Facility and Termination rate elements for Services provided are determined as follows:

- (A) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility. Determine the airline mileage for the Local Transport Facility charge using the V&H method following.
- (B) For Feature Group D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in .1 through .3 following for the total Local Transport-Common Switched Transport charges.

.1 Multiply

The number of Access Minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

.2 The number of Access Minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

.3 Add:

The products of ,1 and .2 for the Company's total Local Transport. Common Switched Transport charges.

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

2.14.5 The charge for the Direct Trunked Transport-Facility Mileage rate element for Services is determined as follows:

- (A) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- (B) For Feature Group D Switched Access Service, the Direct Trunked Transport- Facility Mileage charge is determined by using the procedure set forth below:

Multiply

The number of airline miles as determined in (1) preceding by the Company's appropriate Direct Trunked Transport-Facility rate by the Company's billing percentage factor.

SECTION 2 – REGULATIONS (cont'd.)

- 2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)
- 2.14.6 For Feature Group D.
- (A) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating Access Minutes that are switched at the end office.
- (B) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- (C) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.
- 2.14.7 The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the Service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4, except as noted in +2.14.11 below.

SECTION 2 – REGULATIONS (cont'd.)

- 2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)
- 2.14.11 ` If there are meet points not included in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4, the applicable billing percentage factors for Feature Group B and Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing, until such time the applicable meet point billing percentage is 50%.
- 2.14.12 Should any changes be made to the meet point billing arrangements as set forth in Section 2.14 preceding, the Company will give affected Customers 30 days' notice.
- 2.14.13 Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates will not be applied to the meet point billing arrangement.
- 2.15 Restoration Of Service
- 2.15.1 The use and restoration of Service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
- 2.15.2 When a Customer's Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Customer completing a new application for Service and qualifying for Service as if a new Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service

2.16.1 General

- (A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.16.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- (B) An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- (C) If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, the Service, facility or circuit 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 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the Service of the Company;
- (B) Due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) During any period in which the Customer continues to use the Service on an impaired basis;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.16.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.4 Application of Credits for Interruptions in Service

- (C) A credit allowance will be given for interruptions in Service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions of 24 Hours or Less

Length of Interruption	To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

SECTION 2 – REGULATIONS (cont'd.)

2.17 Customer Cancellation of Service

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption, Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

2.17.1 Termination Liability

Customer's termination liability for cancellation of Service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish Service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by The Company on behalf of Customer, plus;
- (C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2 – REGULATIONS (cont'd.)

2.18 Unauthorized Use of the Network

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.

2.18.2 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 part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any Service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- (C) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

SECTION 2 – REGULATIONS (cont'd.)

2.18 Unauthorized Use of the Network (cont'd.)

2.18.3 Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

2.18.4 Liability for Unauthorized Use

- (A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer or User. 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.
- (B) 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 charges.
- (C) 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 – REGULATIONS (cont'd.)

2.19 Application of Rates

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.19.1 Charges Based on Duration of Use

- (A) Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable Access Minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer Access Minutes of use based on previously known values.
- (B) For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- (C) The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

SECTION 2 – REGULATIONS (cont'd.)

2.19 Application of Rates (cont'd.)

2.19.1 Charges Based on Duration of Use (cont'd.)

- (D) For terminating calls over Feature Group D, the measurement of Access Minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating End User's end office, indicating the terminating End User has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable Access Minutes. Where assumed minutes are used, the assumed minutes are the chargeable Access Minutes.
- (E) The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating End User's end office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- (F) FGD Access Minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

SECTION 2 – REGULATIONS (cont'd.)

2.19 Application of Rates (cont'd.)

2.19.2 Rates Based Upon Distance

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the “V” (vertical) and “H” (horizontal) coordinates as set forth in applicable Company Tariffs.

2.19.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer’s serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.20.

The Local Transport Facility mileage rates are calculated per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of Access Minutes.

SECTION 2 – REGULATIONS (cont'd.)

2.20 Determining Airline Miles

Calculation of mileage is in accordance with the V&H coordinate system. The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used. If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP. The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by iconectiv in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 1.

FORMULA:

BOLD $\sqrt{\{(V1 - V2)^2 + (H1 - H2)^2\} \text{ OVER } 10}$

SECTION 2 – REGULATIONS (cont'd.)

2.21 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

2.21.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed

2.21.2 of a type other than that which the Company would normally utilize in the furnishing of its Services;

2.21.3 over a route other than that which the Company would normally utilize in the furnishing of its Services;

2.21.4 in a quantity greater than that which the Company would normally construct;

2.21.5 on an expedited basis;

2.21.6 on a temporary basis until permanent facilities are available;

2.21.7 involving abnormal costs; or

2.21.8 in advance of its normal construction.

SECTION 2 – REGULATIONS (cont'd.)

2.22 Customer Service

2.22.1 General

The Company's Customer Service personnel may be contacted in writing at 1401 Wynkoop Street, Suite 500, Denver, CO 80202 or via a toll 1-888-444-1976. Service representatives are available to assist with Customer inquiries Monday through Friday from 9:00 AM to 5:00 PM pacific time excluding nationally recognized holidays, the day before and after Christmas and New Years, and the day after Thanksgiving. After hours, calls go to an answering service. If the Customer leaves a message, the Customer will be called back the next business day. If the call is an emergency, the answering service will contact the appropriate Company personnel.

2.22.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer service organization as indicated in Paragraph 2.22.1 above.

2.22.3 Service Difficulties

Service difficulties may be referred to the Company's Customer service organization, as indicated in Paragraph 2.22.1 above.

SECTION 2 – REGULATIONS (cont'd.)

2.23 Notices and Communications

- 2.23.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.23.2 The Customer shall advise the Company of any changes to the addresses designated for notices or other communications.
- 2.23.3 All notices or other communications required to be given by the Customer pursuant to this Tariff shall be in writing.
- 2.23.4 Notices, other communications, and all bills mailed by the Company, will be addressed to the Customer's last known billing address, and shall be presumed to have been delivered to the Customer on the day the notice, communication, or bill was placed with the U.S. Mail or a private delivery service, prepaid. The selection of the method of delivery of the notice is made by the Company.
- 2.23.5 The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include but are not limited to equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but may affect Customers' Service(s). No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, notification to the Customer may not be possible.

SECTION 2 – REGULATIONS (cont'd.)

2.24 Rounding

- 2.24.1 All calls are billed in the billing increments as set forth in the description for each service, Calls that terminate between increments will be rounded to the next highest increment, For example, a call with a one (1) minute increment lasting 35 seconds will be rounded to one (1) minute.
- 2.24.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.43 and a Customer making a call with a computed charge of \$1.435 will be charged \$1.44.

2.25 Systems Security

- 2.25.1 If Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:
- (A) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system,
 - (B) Customers may not disclose or use information, which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity that does not have a need to know from acquiring such information.

SECTION 2 – REGULATIONS (cont'd.)

2.25 Systems Security (cont'd.)

2.25.1 (cont'd.)

- (C) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of PINs and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by the Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these Systems.

2.25.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify The Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

SECTION 2 – REGULATIONS (cont'd.)

2.26 Mileage Measurement

The mileage to be used to determine the monthly rate for Local Transport is calculated on airline distances between the end office switch, which may be a Remote Switching Module, (where the call carried by Local Transport originates or terminates) and the customer's serving wire center. When Direct Trunked Transport is ordered between the serving wire center and the end office, mileage is normally measured in one segment from the serving wire center to the end office.

When Direct Trunked Transport is ordered between a serving wire center and a tandem and Tandem Switched Transport is ordered between the tandem and the end office, mileage is calculated separately for each segment. Mileage rates are as set forth in Section 4 following. To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate. Exceptions to the mileage measurement rules are as follows:

2.26.1 FGB and FGD Remote Offices

Local Transport mileage for Feature Group E and D Switched Access Service provided to a Remote Office will be measured in multiple segments.

When the facility is directly trunked to the Host Office, Direct Trunked Facility mileage will be measured between the Customer's SWC and the Host Office. Tandem Switched Facility mileage will be measured between the Host Office and the Remote Office. The Tandem Switching Charge will not apply.

When the facility is routed through a tandem to the Host Office, Direct Trunk Facility will be measured from the SWC to the tandem. Tandem Switched Facility will be measured from the tandem to the host, and another segment of Tandem Switched Facility will be measured from the host to the remote. A Tandem Switching Facility charge will be applicable at the tandem.

SECTION 2 – REGULATIONS (cont'd.)

2.27 Special Customer Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company reserves the right to offer special incentives and arrangements when negotiating with prospective entities regarding participation in Company “beta” test scenarios. This includes, but is not limited to, the possible waiver of various initial charges or requirements included within this tariff, if necessary to ensure the participation in the full beta test offering. The aforementioned special incentives and arrangements will be suspended prior to general availability of any product or Service.

SECTION 3 – SERVICE DESCRIPTIONS

3.1 Access Services

3.1.1 Switched Access Service

Switched Access Service, which is available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

3.1.2 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, The Company will assist the Customer in sizing Switched Access Trunk groups.

3.1.3 Service Categories

Switched Access Service is provided in the following Service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.3 Service Categories (cont'd.)

- (A) FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription Service.
- (B) Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with a toll free prefix.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request

(A) General

All Services offered under this Tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will be as specified in the industry Access Service Request Ordering Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical. The Customer shall provide all information necessary for the Company to provide and bill for the requested Service.

(B) Ordering Access Service

An Access Service Request is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

.1 For Feature Group D Switched Access Service:

.a When direct routing to an end office is desired, the Customer shall specify

- the number of trunks,
- the end office and
- the Local Transport and Local Switching

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(A) Ordering Access Service (cont'd.)

- .b When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify the number of trunks, the access tandem switch, the Local Transport and Local Switching options desired, and an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(A) Ordering Access Service (cont'd.)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- .2 For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify the end office and the Local Transport and Local Switching options desired

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(B) Ordering Access Service (cont'd.)

.2 (cont'd.)

an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

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

.3 For Toll Free Data Base Access Service, the Customer shall order the Service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for Service.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals: Standard

Interval

- Negotiated Interval
- Advance Order Interval

.1 Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups Standard Interval

- 1 to 4 Trunks 28 Days
- 5 to 24 Trunks 30 Days

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.2 Negotiated Interval

The Company will negotiate a Service date interval with the Customer when:

- .a There is no Standard Interval for the Service, or;
- .b The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- .c The Customer requests a Service date beyond the applicable Standard Interval Service date except as set forth in (C) following.

The Company will offer a Service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service date, or, when there is no Standard Interval, the Company offered Service date. All Services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.2 Negotiated Interval (cont'd.)

The addition and/or deletion of a Toll Free Access Service six digit Customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit Customer identification record to the Toll Free Access Set-vice data base or the deletion of a Toll Free Access Service ten digit Customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Initial establishment of Service Maximum Interval where Customer is:

- Not yet provided with any Trunk Group Service in the LATA - 6 months
- Provided Trunk Group Service in the LATA - 90 Days

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.3 Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a Service date of 12 to 24 months from the Application Date for the following Services:

A minimum of 24 voice grade equivalent Switched
Access
Service lines or trunks or
720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions,

- .a Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders. Advance Order Intervals Access Orders are subject to a non-refundable advance payment. This advance payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the advance payment is not received by such payment date, the order will be canceled.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.3 Advance Order Interval (cont'd.)

n

advance payment (cont'd.)

.a

When the Access Services are connected on the Service date, the advance payment will be applied, as a credit, to the Customer's billed Service charges. When there has been a decrease in the number of Services originally ordered, as set forth in (2) following, only the portion of the advance payment for Services actually installed will be credited.

.b Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The advance payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the advance payment for the Services canceled will not be credited or refunded.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(D) Access 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 or prior to the Service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

.1 Service Date Change Charge

Access Order Service dates for the installation of new Services or rearrangements of existing Services may be changed, but the new Service date may not exceed the original Service date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, 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 30 calendar days after the original Service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied. A Service Date Change Charge will apply, on a per order per occurrence basis, for each Service date changed. The applicable charge is found in Section 4.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(B) Access Order Modifications (cont'd.)

.2 Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and cancellation charges will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

.3 Design Change Charge

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. Design changes do not include a change of Customer premises, End User premises, end office switch, Feature Group type except for changes to Feature Group D. 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 Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4. If a change of Service date is required, the Service Date Change Charge will also apply.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(D) Access Order Modifications (cont'd.)

.4 Expedited Order Charge

When placing an Access Order for Service(s) for which Standard Intervals exist, a Customer may request a Service date that is prior to the Standard Interval Service date. A Customer may also request an earlier Service date on a pending Standard, Negotiated or Advance Order Interval Access Order, If the Company agrees to provide Service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited Service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the Non-Recurring Charges associated with the order and then dividing this total by the number of days in the Standard Interval, The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total Non-Recurring Charges associated with the Access Order.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(E) Cancellation of an Access Order

- .1 A Customer may cancel an Access Order for the installation of Service at any time prior to notification by the Company that Services available for the Customers use or prior to the Service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's End User is unable to accept Access Service within 30 calendar days after the original Service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the Service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the Service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original Service date of the Access Order.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(E) Cancellation of an Access Order (cont'd.)

.2 When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of Service, a Cancellation Charge will apply as follows:

.a When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the Service Ordered by the Company shall apply.

.b If the Company misses a Service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

(F) Minimum Period

.1 The minimum period for which Access Service is provided and for which charges are applicable, is one month.

.2 The following changes will be treated as a discontinuance of the existing Service and an installation of a new Service. All associated Non- Recurring Charges will apply for the new Service.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(F) Minimum Period (cont'd.)

.2
(cont'd.)

The changes listed below are those, which will be treated as a discontinuance and installation of Service and for which a new minimum period will be established

- .a A move to a different building.
- .b A change in type of Service.
- .c A change in Switched Access Service Interface Group.
- .d Change in Switched Access Service traffic type.
- .e Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- .f Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3,1.4 Access Service Request (cont'd.)

(G) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed Services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

(H) Non-Recurring Charges

Non-Recurring Charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing Service). Types of Non- Recurring Charges that apply for Switched Access Service are: installation of Service and Service rearrangements.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3,1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.1 Installation of Service

Non-Recurring Charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, Non-Recurring Charges apply when an out of band signaling connection is installed for use with FGD.

.2 Service Rearrangements

All changes to existing Services other than changes involving administrative activities only will be treated as a discontinuance of the existing Service and an installation of a new Service. The Non-Recurring Charge described in(1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.2 Service Rearrangements (cont'd.)

.a Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the Non-Recurring Charge for the capacity affected. There will be no change in the minimum period requirements.

.b Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of Service and all associated Non-Recurring Charges will apply. New minimum period requirements will be established for the new Service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued Service.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3,1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.c Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured Access Minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 4, for each overflow in excess of ordered capacity.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated herein.

- Local Transport
- End Office

(A) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated Interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Charges for Local Transport Service are computed in accordance with Section 2.14 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es) Local Transport consists of four rate elements, entrance facility, direct-trunked transport, common switched transport, and interconnection charge as described below.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.1 Entrance Facility

The Entrance Facility provides for that communication path between a Customer's premises and the Company Service Wire Center (SWC) of that premises for the sole use of the Customer. An Entrance Facility is required whether the Customer's premises and the SWC are located in the same or different buildings.

.2 Direct-Trunked Transport

a. Direct Trunked Transport provides the transmission path for the following:

1. End Office to Serving Wire Center
2. Tandem to Serving Wire Center
3. End Office to Tandem

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.2 Direct-Trunked Transport (cont'd.)

The Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 4, which is applied on a per mile basis and a Direct Trunked Termination rate, which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, tandem, hub, ADM equipped wire center, and serving wire center). The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct-Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.3 Direct End Office Port

The Local Transport Dedicated End Office Trunk Port monthly rate provides for termination of a dedicated trunk in the end office port. The rate is assessed per DSO.

.4 Tandem Switched Transport

The Tandem Switched Transport rate elements recover a portion of the costs associated with a communications path between a tandem and an end office on circuits that are switched at a tandem switch. Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate, and a Tandem Switched Termination rate.

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate specified in Section 4 following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.4 Tandem Switched Transport (cont'd.)

The Tandem Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate specified in Section 4 following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility. The Tandem Switched Termination rate recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Tandem Switched Facility, The Tandem Switched Termination rate specified in Section 4 following is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office and the access tandem).

.5 Transport Interconnection Charge

The Transport Interconnection Charge provides for interconnection with the Company's Switch Access network. This rate element will be applied to all Switched Access calls that originate or terminate at a Company end office.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.6 Multiplexing

Multiplexing provides an arrangement for converting a single, higher capacity or bandwidth circuit to several lower capacity or bandwidth circuits. The following multiplexing arrangements are offered for use with Switched Access Service.

DS3 to DS1 Multiplexing charges specified in Section 4 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Transport is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

DS1 to Voice Grade Multiplexing charges specified in Section 4 following apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is connected with Voice Grade Direct Trunked Transport, However, a DS1 to Voice Grade Multiplexing Charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

7. Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features. Interface Group 1 provides a transmission path between the point of termination at the Customer designated premises and the customer's serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunication industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(B) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate and Information Surcharge elements

.1 Local Switching

The Local Switching rate element provides for: a) the use of end office switching equipment b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company intercept operator or recording. Local Switching rates are assessed to a Customer based on the total number of Access Minutes.

.2 Information Surcharge

The Information Surcharge is a charge to recover costs that are incurred in the provision of intrastate Directory Assistance Service. The Information Surcharge is assessed to the Customer on a per call basis based on total number of Access Minutes.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.6 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a Service offering utilizing originating trunk side Switched Access Service. The Service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. The Toll Free Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query basis.

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Local Switching

Originating Local Switching	Rate per Access Minute
	\$0.020703

4.1.2 Originating Information Surcharge	Rate per Access Minute
	\$0.000148

4.1.3 Tandem Switched Transport

	<u>Rate</u>	
(A) Tandem Switched Facility	\$0.000220	
Rate applies per access minute per mile		

	<u>Charge</u>	
(B) Tandem Switching-Transport Interconnection		
Rate applies per access minute per tandem	\$0.004077	

SECTION 4 - RATES AND CHARGES (cont'd.)

4.1 Switched Access Service (cont'd.)

4.1.1 Switched Access Service (cont'd.)

4.1.4 Local Transport

Monthly Recurring Charge

(A)	Entrance Facility, charge per termination	
	.1 Voice Grade Two-Wire	\$41.29
	.2 Voice Grade Four-Wire	\$66.07
	.3 High Capacity DS1	\$176.82
	.4 High Capacity DS3	\$2,051.19
(B)	Direct Trunked Transport, charge per mile	
	.1 Voice Grade	\$2.94
	.2 High Capacity DS1	\$19.14
	.3 High Capacity DS3	\$131.77
(C)	Direct Trunked Termination, per termination	
	.1 Voice Grade	\$29.56
	.2 High Capacity DS1	\$94.38
	.3 High Capacity DS3	\$525.64

4.1.5 Non-recurring Charges Charge

(A)	Transport - Installation per Entrance Facility	
	.1 Voice Grade Two-Wire	\$230.00
	.2 Voice Grade Four-Wire	\$230.00
(B)	High Capacity DS1	\$258.00
(C)	High Capacity DS3	\$267.00
(D)	Trunk Activation	\$310.00
	Per 24 trunks activated or fraction thereof, On a per order basis	

SECTION 4 - RATES AND CHARGES (cont'd.)

4.1	Switched Access Service (cont'd.)	
4.1.1	Switched Access Service (cont'd.)	
	4.1,5 Non-recurring Charges (cont'd.)	Charge
	(E) Multiplexing	
	.1 DS3-1	\$474.31
	.2 DS1-V	\$83.12
4.2	Toll Free Database Access Service Queries	
4.2.1	Charge per query	\$0.0055
4.3	Subscriber Line Charge Monthly Recurring Charge	
4.3.1	Residence, Primary Line	\$3.50
4.3.2	Residence, Non Primary	\$6.07
4.3.3	Business, Single-Line	\$3.50
4.3.4	Business, Multi-Line	\$6.37
4.3.5	ISDN-BRI, per facility	\$6.07
4.3.6	ISDN-PRI, per facility	\$31.82
4.3.7	Centrex, per station line	\$6.37
4.4	Presubscribed Interexchange Carrier Charge	
4.4.1	Residence, Primary Line	\$1.04
4.4.2	Residence, Non-Primary	\$2.53
4.4.3	Business, Single-Line	\$1.04
4.4.4	Business, Multi-Line	\$4.21
4.4.5	ISDN-BRI, per facility	\$2.53
4.4.6	ISDN-PRI, per facility	\$21.05
4.4.7	Centrex, per station line	\$0.47

SECTION 4 - RATES AND CHARGES (cont'd.)

4.5	Access Service Request Charges	Non-recurring Charge
4.5.1	Access Service Request, Charge per order	\$136.00
4.5.2	Service Date Change Charge A Service Date Change Charge will apply, On a per order per occurrence basis, for each Service date changed. The Access Order Charge set forth in Section 4.5.1 does not apply. The applicable chargers:	
	Service Date Change Charge, per order	\$53.00
4.5.3	Design Change Charge The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:	
	Design Change Charge, per order	\$53.00
4.5.4	Miscellaneous Service Order Charge Charge per occurrence per order	\$53.00

SECTION 4 - RATES AND CHARGES (cont'd.)

4.6 Labor and Engineering Charges		Charge Per Each 30 Minutes or Fraction Thereof
Labor and Engineering Periods		
4.6.1	Basic time per technician's or engineer's normally scheduled working hours	\$21.25
4.6.2	Overtime per technician's or engineer's normally scheduled working hours	\$31.88
4.6.3	Premium time per technician's or engineer's normally scheduled working hours	\$45.50
4.7 Miscellaneous Charges		
4.7.1	Telecommunications Service Priority	
	Per service arranged	\$54.63
4.7.2	Controller Arrangement Monthly Recurring Charge	
	Per arrangement	\$100.00

SECTION 4 - RATES AND CHARGES (cont'd.)

4.8 Presubscription Changes

Charges are assessed to the subscriber as a one-time, non-recurring charge.

	Non-Recurring Charge
4.8.1 Unauthorized PIC Change Charge	\$5.00
4.8.2 Unauthorized PIC Change Charge	
Residence/Business Par telephone Exchange Service Line or Trunk	\$35.65
Per Pay Telephone Exchange Service Line or Trunk	\$57.57