

TERMS, CONDITIONS, RATES AND FEES FOR SERVICE
DOMESTIC INTERSTATE AND INTERNATIONAL
TELECOMMUNICATIONS SERVICES

Offered By

**Zayo Group, LLC
By and Through
Its Authorized Affiliates**

1821 30th St. Unit A
Boulder, CO 80301
Main: (303) 381-4683

Describing All Terms and Conditions Pertaining Thereto for Services Between Points in the
United States and to Points International.

Zayo Legal Department
1821 30th St. Unit A
Boulder, CO 80301

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

APPLICATION OF SCHEDULE

The rates, terms and conditions stated in this Schedule are applicable to the provision of domestic interstate, and international telecommunications services by the operating subsidiaries of Zayo Group, LLC from originating locations within the United States to all points in other states and points international.

SECTION 1 - DEFINITIONS

Automatic Numbering Identification - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Company - Zayo Group, LLC and its authorized affiliates.

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

Conversion Date - The date the Company commences supplying telecommunication services to the Customer

Customer - The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with the terms and conditions of this Schedule.

Investigative or Law Enforcement Officer - 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 1 - DEFINITIONS, Continued

Service - Any service offered by Company as set out in this Schedule.

Service Agreement – An agreement entered into between Customer and the Company for the provision of the Company’s service to the Customer.

State - The term “State” includes a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the territories of Guam and the Virgin Islands.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

User – A Customer, or any person or entity authorized or invited by the Customer to make use of services provided under the Schedule.

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. Company undertakes to furnish domestic interstate, and international Telecommunications Service in accordance with the rates, terms and conditions stated in this Schedule.
- 2.1.2. Company's service offerings consist of any of the Services offered pursuant to this Schedule, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via Company Facilities, via resold services, or via facilities provided by other communications providers, or any combination thereof.
- 2.1.3. Company is responsible only for the Services and Company Facilities it provides under this Schedule, and it assumes no responsibility for any service provided by any other entity that provides access to Company Services or Facilities in order to originate and/or terminate its own services.
- 2.1.4. Company may undertake to 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 provisions of this Schedule. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.5. 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.
- 2.1.6. Request for service under this Schedule will authorize the Company to conduct a credit search on the Customer.

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 Schedule.
- 2.2.2. Company reserves the right at its sole discretion to discontinue Service, or to limit the use of Service when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the law or the provisions of this Schedule, or for nonpayment by the customer.
- 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 Schedule. All regulations and conditions contained in this Schedule 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 payment(s). 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 the 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 Schedule are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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 Schedule 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 Schedule or in violation of state law.
- 2.2.11 Company reserves the right to block traffic to or from certain countries, NPAs, cities or NXX exchanges.
- 2.2.12 Company Services may be restricted from originating calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers may be blocked by Company at Company's sole discretion without prior notice.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. Customer's Use of Service

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use. Services are not intended for resale.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Schedule. 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 Schedule.
- 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.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Schedule is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. Customer's Use of Service, Continued

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

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) and address(es) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement. If the service location address will differ from the billing address, both must be identified.
- 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 Schedule until the indebtedness is satisfied.
- 2.4.4. Request for Service under this Schedule 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 Schedule.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. Application for Service, Continued

- 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.
- 2.4.7. The Customer shall notify the Company of a pending transfer of Service to a new party that will become responsible for payment of the Service provided. The new Customer will be required to complete a transfer of service application. However, failure of the new Customer to comply with this requirement shall not prevent liability for charges, including termination charges, if the new Customer has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall the Company collect more than total charges owed.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. Limitation of Company's Liability

- 2.5.1. 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.
- 2.5.2. 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

2.5. Limitation of Company's Liability, Continued

2.5.2., Continued

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. Limitation of Company's Liability, Continued

2.5.2., 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

2.5. Limitation of Company's Liability, Continued

2.5.2., Continued

- N. Any unlawful or unauthorized use of the Company's facilities and Services;
- O. Breach in the privacy or security of communications transmitted over the Company's facilities;
- P. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence;
- Q. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- R. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- S. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Schedule;
- T. Any non-completion of calls due to network busy conditions;
- U. Any calls not actually attempted to be completed during any period that service is unavailable;
- V. Service, facilities, or equipment, which the Company does not furnish;
- W. Any errors, mistakes in or omissions of Customer location information provided pursuant to the provision of 911 emergency service.
- X. 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

2.5. Limitation of Company's Liability, Continued

- 2.5.3. Subject to the provision of 2.5.2., Company and the Customer shall indemnify each other against all liability, loss, damage, and expense resulting from injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property (including damage to their property) or the environment, to the extent that such liability, loss, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontracts or assignees, in connection with its use of service.
- 2.5.4. 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.
- 2.5.5. 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 Schedule to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.5.6. 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. 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

2.5. Limitation of Company's Liability, Continued

- 2.5.7. 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.
- 2.5.8. 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.
- 2.5.9. Company's failure to provide or maintain service to the Customer, including any subscribers to or users of any Services provide to or resold by the Customer, and the Customer's obligations under this Schedule shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore service in compliance with part 64, Subpart D, of the FCC's Rules and Regulations, acts of God, Commission rules, and other circumstances beyond Company's or the Customer's reasonable control, subject to the credit allowances for interruptions provisions of this Schedule. Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond the Customer's or Company's control. If required, such agreements will be filed in this Schedule.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. Limitation of Company's Liability, Continued

- 2.5.10. 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.
- 2.5.11 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.
- 2.5.12. 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

2.5. Limitation of Company's Liability, Continued

- 2.5.13. 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.
- 2.5.14. 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.
- 2.5.15. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.5.16. 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

2.5. Limitation of Company's Liability, Continued

- 2.5.17 With respect to routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, If any, will be limited to the lesser of: (a) the actual monetary damages incurred and provide by the Customer as the direct result of the Company's actions or failure to act in routing the call or (b) the sum pf \$50.00.
- 2.5.18. Except as provided otherwise in this Schedule, the Company shall not be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder, unless such failure is due to the gross negligence or willful act of Company.
- 2.5.19. 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 Zayo services, or for damages arising from errors, mistakes in or omissions of Customer location information provided pursuant to the provision of 911 emergency service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. Liability of the Customer

2.6.1. 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 Schedule 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 Schedule 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 Schedule 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

2.6. Liability of the Customer, Continued

2.6.1. General Liabilities of the Customer, Continued

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- F. Customer will indemnify and harmless the Company, its officers, directors, affiliated companies, employees, agents and subcontractor from all liabilities, claims, or damages arising out of personal injury or death or property related to Customer's failure to meet 911/E911 requirements, including without limitation, those related to emergency location information.

2.6.2. 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 Schedule; 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 Schedule, 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 charges by either rearranging, tampering with, or making connections not authorized by this Schedule 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

2.6. Liability of the Customer, Continued

2.6.2. 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 Schedule, 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 Schedule.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. Liability of the Customer, Continued

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

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Schedule, the Customer is responsible for payment of all charges for Services provided under this Schedule. 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 Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.
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

2.6. Liability of the Customer, Continued

2.6.2. 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 Company 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

2.7. Full Force and Effect

Should any provision or portion of this Schedule be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Schedule will remain in full force and effect.

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 Schedule, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Schedule. 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 Schedule, 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 Schedule. 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.
- 2.8.9. Any equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Services shall not be used for any purpose other than that for which Company provided the equipment.
- 2.8.10. Any special interface equipment necessary to achieve compatibility between Company Facilities and equipment used for furnishing Service and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- 2.8.11. Company reserves the right to limit or to allocate the use of existing Company Facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company facilities, or due to any other cause beyond Company's control.
- 2.8.12. 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 Schedule.
- 2.9.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.9.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.9.5. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.9.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. Customer Responsibilities, Continued

- 2.9.7. In accordance with the “filed tariff doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Schedule.
- 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 Schedule; 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 Schedule 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 Schedule 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 Schedule, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. Customer Responsibilities, Continued

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. Establishment of Credit

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

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.
- 2.10.5. Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any period.

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

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 rate for the service they subscribe to for the initial period of service. If a Customer disconnects service before the end of the initial service period, that Customer may be responsible for paying the regular rates for the remainder of the initial service period, in addition to other early termination fees. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the initial period of service obligation.
- 2.12.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.12.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. Payments and Billing

2.13.1. General Payment Regulations

- A. 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. Initial billing for set-up and installation charges and /or monthly Service fees will not commence for any new Customer until the Customer has actually been placed in service.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- C. Charges for long distance service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- D. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- E. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any supersedure agreement.
- F. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. Payments and Billing, Continued

2.13.1. General Payment Regulations, Continued

- G. In the event that Company must employ the services of attorneys for collection of charges due under this Schedule, Company shall be permitted to recover the costs of collection, including reasonable attorneys' fees.
- H. If the Customer disconnects Service or is disconnected for violations of the terms and conditions of this Schedule (e.g., disconnection for nonpayment), the Customer shall be responsible for all charges for the remainder of the bill cycle in which the disconnection occurs.
- I. The Company will print and mail monthly, summary bills, which will include total amounts due, broken out by local service, long distance and data service charges, and a tax summary. Service (type) level, and call detail will be available via the Internet to all Customers. If the amount due for any given month is less than \$3.00, no paper bill shall be rendered for that month. The Company will provide printed, detailed bills only at the request of the Customer.

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 Schedule, 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 not to exceed \$30.00 per occurrence. Only one service charge may be imposed under this paragraph for each dishonored check.

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 Schedule 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. Billing Disputes

- A. 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.
- B. Company shall promptly investigate the dispute (no more than sixty (60) days of receipt), and advise the Customer of the investigation and its results in the form of findings of fact. In conducting its investigation, the Company will consider all relevant and credible information provided by Customer as well as by other information reasonable available to Company. The burden proof to establish any right to billing adjustments in Customer's favor shall be solely upon the Customer. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. Payments and Billing, Continued

2.13.6. Billing Disputes, Continued

- C. Upon completion of its investigation and advising the Customer of its findings of fact, the Company may proceed with disconnection of service. Upon being advised of the Company's investigation and findings of fact, the Customer shall remit payment in full for any outstanding bill that was subject to dispute, even if the Customer is not satisfied with the results of the Company's investigation. The date of the resolution is the date the Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.
- D. If the Customer is not satisfied with the results of the Company's investigation, the Company shall provide the Customer with an escrow payment form.

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 Schedule.
- A. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer.
- 2.14.2. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.14.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.14.3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. Allowances for Interruption of Service, Continued

- 2.14.4. No credit allowances will be made for any interruption in service due to the negligence of or willful act of the Customer.
- 2.14.4. A credit allowance for disruption of service will only be given if the disruption in service exceeds twenty-four (24) hours.
- 2.14.5. The Customer shall be credited for an interruption at the rate of 1/30th of the monthly charge for the Services affected for each day or part of a day computed as follows:

Credit Formula:

$$\text{Credit} = \frac{\text{A} \times \text{B}}{30}$$

“A” = Outage time in days (any part of a day equals one day)

“B” = Total Monthly Charge for affected Service

- 2.14.6. 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 2.14.5. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. Allowances for Interruption of Service, Continued

- 2.14.7. No other liability shall attach to Company with respect to interruptions in service.
- 2.14.8. No credit allowances will be made for:
- A. A service, facility or circuit considered by the Company to be impaired, as described in 2.14.3 above;
 - B. Any period in which Company is not given access to the Service Premises;
 - C. Any period of scheduled maintenance and repair, test, adjustments and inspections as may be necessary to maintain Company's equipment and Facilities in satisfactory operating condition;
 - 1. In the event of prior knowledge of an interruption of Service for a period exceeding one (1) day, Company will, if feasible, notify the Customer at least one (1) week in advance;
 - D. Interruptions due to the non-compliance by the Customer with the provisions of this Schedule or the price list or tariff of other common carriers providing Service connected to the Service of Company;
 - E. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties; or
 - F. Any interruption in service due to the negligence of or willful act of the Customer.

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 Schedule 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. 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 Schedule 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. Cancellation by Customer

- 2.16.1. The customer may cancel Service prior to commencement by giving notice to Company up to the day prior to the day Service is scheduled to commence. Nonrecurring charges per Section 5.1 may apply.

If Customer fails to notify Company and fails to cancel Service on the day prior to the day Service is scheduled to commence, Customer may be responsible for paying the appropriate installation, set up and minimum service period charges, and all applicable taxes and fees.

- 2.16.2. Customer may cancel local service by providing written notice to Company ninety (90) 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.

- 2.16.3. 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.

- 2.16.4. If Customer terminates a Services Agreement or all or any part of the Services thereunder to the end of the Services Term, the Company may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any unpaid activation, installation and/or special construction charges and all other fees or costs less amounts already paid whether previously waived or not.

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. Cancellation by Company

- 2.17.1. Company reserves the right to immediately suspend or discontinue furnishing the service to customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, to the public or to employees of the Company; or
 - B. In the event of tampering with the Company's equipment; or
 - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or
 - D. For any other reason for which discontinuation of Service without notice is justified under existing rules and regulations.
- 2.17.2. Company's acceptance of orders for Service is subject to the availability of adequate Company Facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company Facilities or equipment available to provide the Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. Cancellation by Company, Continued

- 2.17.2. Company may discontinue service on five (5) days notice, excluding Saturdays, Sundays and legal holidays, according to the following conditions:
- 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;
 - H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
 - I. For Customer's violation of any terms and conditions governing the furnishing of service; or
 - J. Any other reason for which discontinuation of Service with notice is justified under existing rules and regulations.

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' price lists or 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 Schedule.

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. Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide Temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its Customers.

2.21. Taxes and Surcharges

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.22. Governmental Authorizations

The provision of Company's Services is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

2.23. Promotions

Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area, to a subset of a specific market group or to customers who sign up for such Service on or after a particular date.

SECTION 2 - RULES AND REGULATIONS, Continued

2.24. Individual Case Basis (ICB) Arrangements

Prices unique to a particular Customer or group of Customers may be developed for services offered under this Schedule when the difference in the costs of providing the services justifies different pricing. For IntraLATA and InterLATA toll services may be ICB priced when market conditions, cost differences, or the pricing practices of competing providers justify a different price.

SECTION 3 - LONG DISTANCE TERMS, CONDITIONS AND FEES

3.1. Charges for Service and Billing Increments

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

3.2. Customer Commitment

- 3.2.1. Each Customer must commit (in writing) to a volume level and a term during which the Customer will use the Company as its presubscribed long distance carrier. If the Customer has not notified the Company of Customer's intentions with regard to renewal, the Company will enroll the Customer in the same rate plan and commitment levels (volume and term) thereunder initially chosen by the customer, unless the volume level has been changed pursuant to Section 3.2.3., below; if so, that changed volume level will be used as the commitment level under the renewal.
- 3.2.2. Customers who terminate prior to term commitment are required to pay early termination charges as specified in Section 2.16.4. of this Schedule. The usage rates listed with the Company's various long distance rate plans, described herein, are discounted off the Company's Domestic Long Distance Base Rate of \$0.13 per minute.
- 3.2.3. After the first month a Customer has used the service of the Company, or at any time thereafter, the Company or Customer may review Customer's usage levels. If the Customer's usage is below or above the usage level committed to by the Customer, the Company may notify the Customer that the rate per MOU will be changed for the next month's and subsequent months' billings for the remainder of Customer's commitment period or until the company's next periodic review of Customer's usage levels.
- 3.2.4. An excess (10% or more of the Customer's total call volume) of short duration calls (6 seconds or less) may result in the disconnection of service or discontinuation of discounted rate plans.

SECTION 3 - LONG DISTANCE TERMS AND CONDITIONS, Continued

3.3. Computation of Charges

Charges are computed according to one of the Company's rate plans. When the MOU multiplied by the per-minute rate of the call does not equal an even billing amount, the call will be rounded up to the next full penny (example, \$2.743 would be rounded to \$2.75). Certain calling plans require a minimum \$0.01 charge per call.

SECTION 4 ZAYO LONG DISTANCE SERVICES

4.1. Basic Flat Rate Service

4.1.1. This basic long distance service offers a single rate per minute for both intrastate and interstate calling. Customers will also have access to toll free service, basic operator services and international services.

4.1.2. Rate

DESCRIPTION

Domestic Inbound/Outbound: Interstate Per Minute	\$0.13
Billing Increment	6 Seconds
Billing Minimum (Per Call)	30 Seconds

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.2. ValuePlanPlus Long Distance Service

4.2.1. ValuePlanPlus are bundles of long distance minutes of outbound or inbound toll service (intrastate/interstate) for one monthly flat rate, with a fixed rate per minute charge when usage exceeds the bundled amount. Both the flat rates and the usage rates apply to Day/Evening and Night/Weekend periods.

4.2.2. Rate Plans

BUNDLED MINUTES OF USE	MONTHLY RECURRING CHARGE	RATE PER MINUTE (Overage)
ValuePlanPlus 500	\$30.00	\$0.100
ValuePlanPlus 1,000	\$50.00	\$0.100
ValuePlanPlus 2,000	\$90.00	\$0.100
ValuePlanPlus 5,000	\$200.00	\$0.100
ValuePlanPlus 10,000	\$400.00	\$0.100
ValuePlanPlus 20,000	\$600.00	\$0.100
ValuePlanPlus 30,000	\$900.00	\$0.100
ValuePlanPlus 40,000	\$1200.00	\$0.100
ValuePlanPlus 50,000	\$1,500.00	\$0.100

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.3. (Reserved for Future Use)

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.4. (Reserved for Future Use)

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.5. (Reserved for Future Use)

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.6. Canada & Off Shore Long Distance Services

4.6.1. Canada & Off Shore Long Distance Rates

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>RATE PER MINUTE [1]</u>
Outbound/1+	Canada	\$0.10
	Puerto Rico	\$0.11
	Alaska	\$0.11
	Hawaii	\$0.11
	N Mariana Islands	\$0.11
	Guam	\$0.13
	US Virgin Islands	\$0.11
Inbound/Toll Free	Canada	\$0.15
	Puerto Rico	\$0.09
	Alaska	\$0.26
	Hawaii	\$0.10
	N Mariana Islands	\$0.41
	Guam	\$0.25
	US Virgin Islands	\$0.09

[1] Full minute billing increments

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services

4.7.1. International Calling Options

In order to reduce the potential for international toll fraud, the Company blocks the end-user's ability to make outbound calls to a select group of countries associated with high incidences of international toll fraud. The Company reserves the right to block international long distance to individual telephone numbers in any country when the number is associated with international toll fraud. When warranted, the Company will block calls to individual international phone numbers known to be associated with toll fraud. The list of blocked international numbers is updated and subject to change at any time. Calls to these locations will be blocked regardless of the International Calling Options elected by the Customer.

A. International Calling – Standard

This standard option blocks outbound calls to the countries listed on the Zayo website under international calling options. The list is subject to change at any time.

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.1. International Calling Options, Continued

B. International Calling Blocked

Customer may choose to block all outbound international calling. This option is recommended when Customer wants to block all unauthorized international calling from the Customer premise

C. International Calling Unrestricted

This option permits calling to all international destinations including those on the Standard blocked countries list. If Customer chooses to permit unrestricted international calling from their premise and phone systems Customer is responsible for payment of all charges incurred including those due to toll fraud (see Section 2.6.2).

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rate Plans

Zayo offers three international rate plans: the Pacific Rim, Europe and Global plans each have a monthly recurring charge of \$5.95 and offer lower rates to certain countries based on the Customer's preference for the most frequent called country(ies). For example, the Pacific Rim plan features lower rates for calls to Asia. The Basic International rates apply to international calls when the Customer does not elect one of the three rate plans.

International long distance calls are billed a one-minute minimum charge, and in one-minute increments thereafter.

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Afghanistan	\$0.67	\$0.67	\$0.61	\$1.64
Albania	\$0.29	\$0.29	\$0.26	\$0.45
ALBANIA MOBILE	\$0.26	\$0.26	\$0.26	N/A
Alexandria	\$0.74	\$0.74	\$0.74	\$0.74
Algeria	\$0.43	\$0.43	\$0.39	\$0.41
ALGERIA MOBILE	\$0.18	\$0.18	\$0.18	\$0.26
American Samoa	\$0.20	\$0.20	\$0.18	\$0.28
Andorra	\$0.25	\$0.25	\$0.23	\$0.28
ANDORRA MOBILE	\$0.24	\$0.24	\$0.24	\$0.10
Angola	\$0.47	\$0.47	\$0.42	\$0.55
ANGOLA MOBILE	\$0.29	\$0.29	\$0.29	\$0.22
Anguilla	\$0.44	\$0.44	\$0.40	\$0.52
Antarctica	\$1.56	\$1.56	\$1.42	\$0.56
Antigua	\$0.43	\$0.43	\$0.39	\$0.50
Argentina	\$0.26	\$0.26	\$0.24	\$0.52
ARGENTINA MOBILE	\$0.36	\$0.36	\$0.36	\$1.04
Armenia	\$0.61	\$0.61	\$0.55	\$0.67
ARMENIA MOBILE	\$0.32	\$0.32	\$0.32	\$0.47

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Aruba	\$0.35	\$0.35	\$0.32	\$0.43
Ascension Island	\$0.97	\$0.97	\$0.88	\$0.84
Athens	\$0.17	\$0.17	\$0.15	\$0.37
Australia	\$0.08	\$0.11	\$0.10	\$0.13
AUSTRALIA MOBILE	\$0.33	\$0.33	\$0.33	\$0.60
Austria	\$0.12	\$0.12	\$0.11	\$0.17
AUSTRIA MOBILE	\$0.33	\$0.33	\$0.33	\$0.68
Azerbaijan	\$0.65	\$0.65	\$0.59	\$0.99
Bahamas	\$0.20	\$0.20	\$0.18	\$0.25
Bahrain	\$0.49	\$0.49	\$0.44	\$0.75
BAHRAIN MOBILE	\$0.40	\$0.40	\$0.40	\$0.63
Balearic Islands	N/A	N/A	N/A	\$0.21
Bangladesh	\$0.74	\$0.74	\$0.67	\$0.97
BANGLADESH MOBILE	\$0.40	\$0.40	\$0.40	\$0.82
BANGLADESH NGN	\$0.40	\$0.40	\$0.40	\$0.82
Barbados	\$0.44	\$0.44	\$0.40	\$0.57
Barranquilla	N/A	N/A	N/A	\$0.47
Beijing	\$0.10	\$0.22	\$0.20	\$0.66
Belarus	\$0.30	\$0.30	\$0.27	\$0.42
BELARUS MOBILE	\$0.28	\$0.28	\$0.28	\$0.29
Belgium	\$0.07	\$0.06	\$0.06	\$0.08
BELGIUM MOBILE	\$0.39	\$0.39	\$0.39	\$0.62
BELGIUM NGN	\$0.39	\$0.39	\$0.39	\$0.62
Belize	\$0.36	\$0.36	\$0.33	\$0.73
Benin	\$0.33	\$0.33	\$0.30	\$0.62
Bermuda	\$0.16	\$0.16	\$0.15	\$0.23
Bhutan	\$0.35	\$0.35	\$0.32	\$0.72

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Bogota	\$0.26	\$0.26	\$0.23	\$0.49
Bolivia	\$0.37	\$0.37	\$0.34	\$0.64
BOLIVIA MOBILE	\$0.37	\$0.37	\$0.37	\$0.76
Bombay	\$0.25	\$0.43	\$0.39	\$0.77
Bosnia & Herzegovina	\$0.34	\$0.34	\$0.31	\$0.39
BOSNIA MOBILE	\$0.25	\$0.25	\$0.25	\$0.27
Botswana	\$0.23	\$0.23	\$0.21	\$0.44
Brazil	\$0.24	\$0.24	\$0.22	\$0.41
BRAZIL MOBILE	\$0.27	\$0.27	\$0.27	\$0.90
British Virgin Islands	\$0.29	\$0.29	\$0.27	\$0.40
Brunei	\$0.18	\$0.18	\$0.16	\$0.45
BRUNEI MOBILE	\$0.16	\$0.16	\$0.16	\$0.28
Buenos Aries	\$0.26	\$0.26	\$0.24	\$0.52
Bulgaria	\$0.18	\$0.18	\$0.17	\$0.40
BULGARIA MOBILE	\$0.23	\$0.23	\$0.23	\$0.30
Burkina Faso	\$0.34	\$0.34	\$0.31	\$0.75
Burundi	\$0.55	\$0.55	\$0.50	\$0.71
Cairo	\$0.50	\$0.50	\$0.46	\$0.74
Cali	\$0.26	\$0.26	\$0.23	\$0.49
Cambodia	\$1.16	\$1.16	\$1.05	\$1.07
CAMBODIA MOBILE	\$0.53	\$0.53	\$0.53	\$0.76
Cameroon	\$0.51	\$0.51	\$0.47	\$0.82
CAMEROON MOBILE	\$0.30	\$0.30	\$0.30	\$0.35

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Canada AB	\$0.08	\$0.08	\$0.08	\$0.10
Canada BC	\$0.08	\$0.08	\$0.08	\$0.10
Canada MB	\$0.08	\$0.08	\$0.08	\$0.10
Canada NB	\$0.08	\$0.08	\$0.08	\$0.10
Canada NF	\$0.08	\$0.08	\$0.08	\$0.10
Canada NS	\$0.08	\$0.08	\$0.08	\$0.10
Canada NT	\$0.08	\$0.08	\$0.08	\$0.10
Canada ON	\$0.08	\$0.08	\$0.08	\$0.10
Canada PE	\$0.08	\$0.08	\$0.08	\$0.10
Canada PQ	\$0.08	\$0.08	\$0.08	\$0.10
Canada SK	\$0.08	\$0.08	\$0.08	\$0.10
Canada YT	\$0.08	\$0.08	\$0.08	\$0.10
Cape Verde	\$0.60	\$0.60	\$0.55	\$0.64
Caracas	\$0.47	\$0.47	\$0.43	\$0.45
Cayman Islands	\$0.25	\$0.25	\$0.23	\$0.32
Central Africa	\$0.50	\$0.50	\$0.45	\$1.04
Chad	\$0.57	\$0.57	\$0.52	\$1.27
Chile	\$0.14	\$0.14	\$0.12	\$0.25
CHILE MOBILE	\$0.36	\$0.36	\$0.36	\$0.60
China	\$0.10	\$0.22	\$0.20	\$0.66
CHINA MOBILE	\$0.35	\$0.35	\$0.35	\$0.73
Christmas Island	\$1.46	\$1.46	\$1.32	\$0.56
Cocos/Kellilng Island	\$1.46	\$1.46	\$1.33	\$0.56
Colombia	\$0.26	\$0.26	\$0.23	\$0.47
COLOMBIA MOBILE	\$0.29	\$0.29	\$0.29	\$0.95
Comoros	\$1.02	\$1.02	\$1.02	\$1.02
Congo	\$0.39	\$0.39	\$0.35	\$0.82

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Cook Island	\$1.16	\$1.16	\$1.06	\$1.18
Costa Rica	\$0.28	\$0.28	\$0.25	\$0.55
COSTA RICA	\$0.42	\$0.42	\$0.42	\$0.73
Croatia	\$0.16	\$0.16	\$0.14	\$0.33
CROATIA MOBILE	\$0.23	\$0.23	\$0.23	\$0.30
CROATIA NGN	\$0.23	\$0.23	\$0.23	\$0.30
Cuba	\$1.17	\$1.17	\$1.06	\$0.85
Cueta	N/A	N/A	N/A	\$0.25
Cyprus	\$0.17	\$0.17	\$0.16	\$0.37
CYPRUS MOBILE	\$0.40	\$0.40	\$0.40	\$0.73
CYPRUS NGN	\$0.40	\$0.40	\$0.40	\$0.73
Czech Republic	\$0.17	\$0.17	\$0.15	\$0.29
CZECH REPUBLIC	\$0.35	\$0.35	\$0.35	\$0.62
Denmark	\$0.10	\$0.10	\$0.10	\$0.14
DENMARK MOBILE	\$0.38	\$0.38	\$0.38	\$0.60
Diego Garcia	\$2.26	\$2.26	\$2.05	\$0.79
Djibouti	\$0.55	\$0.55	\$0.50	\$0.90
DJIBOUTI MOBILE	\$0.57	\$0.57	\$0.57	\$0.63
Dominica	\$0.36	\$0.36	\$0.32	\$0.55
DOMINICA MOBILE	\$1.35	\$1.35	\$1.35	\$1.35
Dominican Republic	\$0.14	\$0.14	\$0.12	\$0.25
DOMINICAN REPUBLIC	\$0.55	\$0.55	\$0.55	\$1.35
East Timor	\$1.20	\$1.20	\$1.09	N/A
Ecuador	\$0.37	\$0.37	\$0.34	\$0.56
ECUADOR MOBILE	\$0.34	\$0.34	\$0.34	\$0.73
Egypt	\$0.50	\$0.50	\$0.46	\$0.74
EGYPT MOBILE	\$0.52	\$0.52	\$0.52	\$1.01

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
El Salvador	\$0.23	\$0.23	\$0.21	\$0.49
EL SALVADOR	\$0.25	\$0.25	\$0.25	\$0.57
Equatorial Guinea	\$0.66	\$0.66	\$0.60	\$0.95
Eritrea	\$0.74	\$0.74	\$0.67	\$1.32
Estonia	\$0.17	\$0.17	\$0.16	\$0.29
ESTONIA MOBILE	\$0.45	\$0.45	\$0.45	\$0.50
Ethiopia	\$0.87	\$0.87	\$0.79	\$1.09
ETHIOPIA MOBILE	\$0.50	\$0.50	\$0.50	\$0.69
Falkland Islands	\$0.78	\$0.78	\$0.71	\$0.74
Faroe Islands	\$0.26	\$0.26	\$0.24	\$0.38
Fiji Islands	\$0.47	\$0.47	\$0.47	\$0.82
FIJI MOBILE	\$0.52	\$0.52	\$0.47	\$0.67
Finland	\$0.13	\$0.13	\$0.12	\$0.19
FINLAND MOBILE	\$0.36	\$0.36	\$0.36	\$0.59
FINLAND NGN	\$0.36	\$0.36	\$0.36	\$0.59
France	\$0.07	\$0.06	\$0.06	\$0.07
FRANCE MOBILE	\$0.39	\$0.39	\$0.36	\$0.66
FRANCE NGN	\$0.39	\$0.39	\$0.36	\$0.66
French Antilles	\$0.24	\$0.24	\$0.22	\$0.39
French Guiana	\$0.33	\$0.33	\$0.30	\$0.45
French Polynesia	\$0.49	\$0.49	\$0.45	\$0.67
Fuzhou	N/A	N/A	N/A	\$0.66
Gabon	\$0.31	\$0.31	\$0.28	\$0.71
GABON MOBILE	\$0.78	\$0.78	\$0.78	\$2.37
Gambia	\$0.28	\$0.28	\$0.25	\$0.07
Georgia	\$0.15	\$0.15	\$0.13	\$0.72
Germany	\$0.07	\$0.06	\$0.06	\$0.08
GERMANY MOBILE	\$0.36	\$0.36	\$0.36	\$0.58
GERMANY NGN	\$0.36	\$0.36	\$0.36	\$0.58

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Ghana	\$0.29	\$0.29	\$0.27	\$0.49
GHANA MOBILE	\$0.20	\$0.20	\$0.20	\$0.37
Gibraltar	\$0.19	\$0.19	\$0.18	\$0.43
GIBRALTAR MOBILE	\$0.19	\$0.19	\$0.19	\$0.12
Greece	\$0.17	\$0.17	\$0.15	\$0.37
GREECE MOBILE	\$0.30	\$0.30	\$0.30	\$0.73
Greenland	\$0.72	\$0.72	\$0.65	\$0.45
Grenada	\$0.41	\$0.41	\$0.37	\$0.58
Guadeloupe	\$0.24	\$0.24	\$0.22	\$0.47
Guam	N/A	N/A	N/A	\$0.13
Guam - Guantanamo Bay	\$1.17	\$1.17	\$1.06	\$0.60
Guatemala	\$0.29	\$0.29	\$0.27	\$0.46
GUATEMALA MOBILE	\$0.27	\$0.27	\$0.27	\$0.73
Guinea	\$0.33	\$0.33	\$0.30	\$0.60
Guinea Bissau	\$1.16	\$1.16	\$1.05	\$0.91
Guyana	\$0.58	\$0.58	\$0.52	\$0.85
GUYANA MOBILE	\$0.60	\$0.60	\$0.60	\$0.78
Haiti	\$0.40	\$0.40	\$0.36	\$0.67
HAITI MOBILE	\$0.51	\$0.51	\$0.51	\$1.03
HAITI NGN	\$0.51	\$0.51	\$0.51	\$1.03
Honduras	\$0.56	\$0.56	\$0.51	\$0.68
HONDURAS MOBILE	\$0.36	\$0.36	\$0.36	\$0.48
Hong Kong	\$0.08	\$0.10	\$0.09	\$0.15
HONG KONG	\$0.25	\$0.25	\$0.25	\$0.73
Hungary	\$0.17	\$0.17	\$0.16	\$0.26
HUNGARY MOBILE	\$0.16	\$0.16	\$0.16	\$0.17
Iceland	\$0.16	\$0.16	\$0.14	\$0.22
ICELAND MOBILE	\$0.36	\$0.36	\$0.36	\$0.66

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
India	\$0.43	\$0.43	\$0.39	\$0.77
INDIA MOBILE	\$0.49	\$0.49	\$0.49	\$1.05
INDIA NGN	\$0.49	\$0.49	\$0.49	\$1.05
Indonesia	\$0.12	\$0.21	\$0.20	\$0.66
INDONESIA MOBILE	\$0.27	\$0.27	\$0.27	\$0.60
Inmarsat (AOR)	\$9.60	\$9.60	\$8.73	\$8.06
Inmarsat (IOR)	\$9.75	\$9.75	\$8.86	\$8.04
Inmarsat (POR)	\$9.74	\$9.74	\$8.86	\$7.44
Inmarsat (WAT)	\$9.58	\$9.58	\$8.71	\$8.17
Iran	\$0.56	\$0.56	\$0.51	\$0.88
IRAN MOBILE	\$0.54	\$0.54	\$0.54	\$0.74
Iraq	\$0.94	\$0.94	\$0.85	\$1.19
Ireland	\$0.10	\$0.10	\$0.09	\$0.16
IRELAND MOBILE	\$0.38	\$0.38	\$0.38	\$0.53
IRELAND NGN	\$0.38	\$0.38	\$0.38	\$0.53
IRIDIUM GMSS MOBILE	\$7.50	\$7.50	\$7.50	\$7.50
Israel	\$0.13	\$0.13	\$0.12	\$0.18
ISRAEL MOBILE	\$0.29	\$0.29	\$0.29	\$0.60
Italy	\$0.10	\$0.06	\$0.10	\$0.16
Italy - Vatican City	\$0.10	\$0.06	\$0.10	N/A
ITALY MOBILE	\$0.37	\$0.37	\$0.37	\$0.61
ITALY NGN	\$0.37	\$0.37	\$0.37	\$0.61
Ivory Coast	\$0.66	\$0.66	\$0.60	\$1.03
IVORY COAST	\$0.36	\$0.36	\$0.36	\$0.56
Jakarta	\$0.12	\$0.21	\$0.20	\$0.66
Jamaica	\$0.39	\$0.39	\$0.36	\$0.76
JAMAICA MOBILE	\$0.59	\$0.59	\$0.59	\$1.35
Japan	\$0.08	\$0.10	\$0.09	\$0.17
JAPAN MOBILE	\$0.60	\$0.60	\$0.60	\$0.60

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Johannesburg	\$0.18	\$0.18	\$0.17	\$0.53
Jordan	\$0.34	\$0.34	\$0.31	\$0.75
JORDAN MOBILE	\$0.33	\$0.33	\$0.33	\$0.46
Kaohsiung	N/A	N/A	N/A	\$0.40
Kazakhstan	\$0.34	\$0.34	\$0.31	\$0.83
Kenya	\$0.59	\$0.59	\$0.54	\$0.70
Kiribati	\$0.92	\$0.92	\$0.92	\$0.92
Korea (North)	\$0.77	\$0.77	\$0.70	\$0.99
Korea (South)	\$0.16	\$0.16	\$0.15	\$0.30
KOREA, SOUTH	\$0.42	\$0.42	\$0.42	\$0.73
Kuwait	\$0.37	\$0.37	\$0.34	\$0.84
KUWAIT MOBILE	\$0.69	\$0.69	\$0.69	\$1.47
Kyrgyzstan	\$0.37	\$0.37	\$0.34	\$0.73
Laos	\$0.48	\$0.48	\$0.44	\$0.88
Latvia	\$0.40	\$0.40	\$0.37	\$0.42
LATVIA MOBILE	\$0.25	\$0.25	\$0.25	\$0.27
Lebanon	\$0.40	\$0.40	\$0.36	\$0.76
EBANON MOBILE	\$0.60	\$0.60	\$0.60	\$1.18
Lesotho	\$0.21	\$0.21	\$0.19	\$0.47
Liberia	\$0.32	\$0.32	\$0.29	\$0.52
Libya	\$0.36	\$0.36	\$0.32	\$0.48
Liechtenstein	\$0.10	\$0.10	\$0.10	\$0.13
Lima	N/A	N/A	N/A	\$0.52
Lithuania	\$0.33	\$0.33	\$0.30	\$0.42
LITHUANIA MOBILE	\$0.21	\$0.21	\$0.21	\$0.27
LITHUANIA NGN	\$0.21	\$0.21	\$0.21	\$0.27
Luxembourg	\$0.13	\$0.13	\$0.12	\$0.19
LUXEMBOURG MOBILE	\$0.31	\$0.31	\$0.31	\$0.70

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Macao	\$0.26	\$0.26	\$0.24	\$0.48
MACAO MOBILE	\$0.15	\$0.15	\$0.15	\$0.28
Macedonia	\$0.38	\$0.38	\$0.34	\$0.47
MACEDONIA MOBILE	\$0.32	\$0.32	\$0.32	\$0.30
Madagascar	\$0.52	\$0.52	\$0.47	\$0.87
MADAGASCAR MOBILE	\$0.59	\$0.59	\$0.59	\$3.58
Madeira	N/A	N/A	N/A	\$0.25
Madrid	\$0.10	\$0.06	\$0.10	\$0.25
Malawi.	\$0.14	\$0.14	\$0.13	\$0.54
Malaysia	\$0.17	\$0.17	\$0.15	\$0.26
MALAYSIA MOBILE	\$0.39	\$0.39	\$0.39	\$0.60
Maldives	\$0.42	\$0.42	\$0.38	\$0.75
Mali Republic	\$0.48	\$0.48	\$0.43	\$0.96
Malta	\$0.16	\$0.16	\$0.14	\$0.27
Manila	\$0.35	\$0.35	\$0.32	\$0.44
Marshall Islands	\$0.54	\$0.54	\$0.49	\$0.59
Mauritania	\$0.45	\$0.45	\$0.41	\$0.65
Mauritius	\$0.51	\$0.51	\$0.47	\$0.86
Mayotte	\$0.50	\$0.50	\$0.46	\$0.94
Medellin	N/A	N/A	N/A	\$0.47
Mexico	\$0.17	\$0.17	\$0.17	\$0.22
Mexico Band	\$0.17	\$0.17	\$0.17	\$0.22
Micronesia	\$0.70	\$0.70	\$0.63	\$0.69
Moldova	\$0.21	\$0.21	\$0.19	\$0.50
MOLDOVA MOBILE	\$0.17	\$0.17	\$0.17	\$0.25
Monaco	\$0.11	\$0.11	\$0.10	\$0.17
MONACO MOBILE	\$0.26	\$0.26	\$0.26	\$0.10
Mongolia	\$0.72	\$0.72	\$0.65	\$1.02
Montserrat	\$0.44	\$0.44	\$0.40	\$0.71

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Morocco	\$0.28	\$0.28	\$0.26	\$0.48
MOROCCO MOBILE	\$0.49	\$0.49	\$0.49	\$0.64
Moscow	\$0.26	\$0.26	\$0.23	\$0.43
Mozambique	\$0.35	\$0.35	\$0.32	\$0.53
Myanmar	\$0.72	\$0.72	\$0.66	\$1.05
Nakhodka	N/A	N/A	N/A	\$1.15
Namibia	\$0.26	\$0.26	\$0.24	\$0.45
Nauru	\$1.28	\$1.28	\$1.17	\$0.89
Nepal	\$0.65	\$0.65	\$0.59	\$0.97
NETHERLAND ANTILLES	\$0.20	\$0.20	\$0.20	\$0.20
Netherlands	\$0.07	\$0.06	\$0.06	\$0.08
Netherlands Antilles	\$0.32	\$0.32	\$0.30	\$0.48
NETHERLANDS MOBILE	\$0.33	\$0.33	\$0.33	\$0.62
Nevis	N/A	N/A	N/A	\$0.87
New Caledonia	\$0.60	\$0.60	\$0.54	\$0.77
New Dehli	N/A	N/A	N/A	\$0.77
New Zealand	\$0.08	\$0.15	\$0.13	\$0.16
NEW ZEALAND	\$0.44	\$0.44	\$0.44	\$0.90
Nicaragua	\$0.36	\$0.36	\$0.33	\$0.58
NICARAGUA MOBILE	\$0.33	\$0.33	\$0.33	\$0.73
Niger Republic	\$0.43	\$0.43	\$0.40	\$0.79
Nigeria	\$0.47	\$0.47	\$0.43	\$0.90
NIGERIA MOBILE	\$0.41	\$0.41	\$0.41	\$0.59
Niue River	\$1.78	\$1.78	\$1.61	\$1.69
Norfolk Island	\$0.92	\$0.92	\$0.83	\$0.94
Norway	\$0.10	\$0.10	\$0.09	\$0.12
NORWAY MOBILE	\$0.34	\$0.34	\$0.34	\$0.60
Oman	\$0.59	\$0.59	\$0.54	\$0.90
Osaka	\$0.08	\$0.10	\$0.09	\$0.17

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Pakistan	\$0.59	\$0.59	\$0.54	\$0.92
PAKISTAN MOBILE	\$0.69	\$0.69	\$0.69	\$1.18
PAKISTAN NGN	\$0.69	\$0.69	\$0.69	\$1.18
Palau Republic	\$0.53	\$0.53	\$0.48	\$0.86
Palestine	\$0.99	\$0.99	\$0.95	N/A
Palm Island	N/A	N/A	N/A	\$0.63
Panama	\$0.39	\$0.39	\$0.35	\$0.63
PANAMA MOBILE	\$0.41	\$0.41	\$0.41	\$0.73
Papua New	\$0.91	\$0.91	\$0.83	\$0.52
Paraguay	\$0.38	\$0.38	\$0.34	\$0.72
Peru	\$0.28	\$0.28	\$0.25	\$0.52
PERU MOBILE	\$0.40	\$0.40	\$0.40	\$0.65
Philippines	\$0.35	\$0.35	\$0.32	\$0.44
PHILIPPINES MOBILE	\$0.43	\$0.43	\$0.43	\$0.73
Poland	\$0.12	\$0.12	\$0.11	\$0.35
POLAND MOBILE	\$0.42	\$0.42	\$0.42	\$0.73
POLAND NGN	\$0.42	\$0.42	\$0.42	\$0.73
Portugal	\$0.15	\$0.15	\$0.13	\$0.30
PORTUGAL MOBILE	\$0.40	\$0.40	\$0.40	\$0.73
Qatar	\$0.59	\$0.59	\$0.54	\$0.72
QATAR MOBILE	\$0.42	\$0.42	\$0.42	\$0.41
Quito	\$0.37	\$0.37	\$0.34	\$0.56
Reunion Island	\$0.39	\$0.39	\$0.36	\$0.61
Rio De Janerio	\$0.24	\$0.24	\$0.22	\$0.41
Romania	\$0.26	\$0.26	\$0.23	\$0.48
ROMANIA MOBILE	\$0.27	\$0.27	\$0.27	\$0.29
Russia	\$0.26	\$0.26	\$0.23	\$0.43
RUSSIA MOBILE	\$2.60	\$2.60	\$2.60	\$2.11
Rwanda	\$0.41	\$0.41	\$0.38	\$0.85

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Sakhalin	N/A	N/A	N/A	\$0.51
San Marino	\$0.19	\$0.19	\$0.17	\$0.48
Santiago	N/A	N/A	N/A	\$0.25
Sao Paulo	\$0.24	\$0.24	\$0.22	\$0.41
Sao Tome	\$1.39	\$1.39	\$1.26	\$1.12
Saudi Arabia	\$0.50	\$0.50	\$0.46	\$0.83
SAUDI ARABIA MOBILE	\$0.31	\$0.31	\$0.31	\$0.43
Senegal	\$0.42	\$0.42	\$0.38	\$1.18
SENEGAL MOBILE	\$0.35	\$0.35	\$0.35	\$0.57
SERBIA MOBILE	\$0.35	\$0.35	\$0.23	\$0.52
Seychelles Island	\$0.52	\$0.52	\$0.41	\$1.01
Shanghai	\$0.10	\$0.22	\$0.20	\$0.66
Sierra Leone	\$0.67	\$0.67	\$0.61	\$0.88
SIERRA LEONE MOBILE	\$0.45	\$0.45	\$0.45	\$0.42
Singapore	\$0.17	\$0.17	\$0.16	\$0.33
SINGAPORE MOBILE	\$0.19	\$0.19	\$0.19	\$0.73
Slovakia	\$0.18	\$0.18	\$0.17	\$0.32
Slovenia	\$0.15	\$0.15	\$0.13	\$0.25
SLOVENIA MOBILE	\$0.39	\$0.39	\$0.39	\$0.73
Solomon Islands	\$1.33	\$1.33	\$1.21	\$0.89
Somalia	\$1.09	\$1.09	\$0.99	\$1.60
South Africa	\$0.18	\$0.18	\$0.17	\$0.47
SOUTH AFRICA MOBILE	\$0.42	\$0.42	\$0.42	\$0.73
Spain	\$0.10	\$0.06	\$0.10	\$0.21
SPAIN MOBILE	\$0.39	\$0.39	\$0.39	\$0.56
SPAIN NGN MOBILE	\$0.39	\$0.39	\$0.10	\$0.56
Sri Lanka	\$0.46	\$0.46	\$0.42	\$0.94
SRI LANKA MOBILE	\$0.42	\$0.42	\$0.42	\$0.32

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
St Helena	\$1.01	\$1.01	\$0.91	\$0.77
St Kitts	\$0.36	\$0.36	\$0.33	\$0.46
St Lucia	\$0.37	\$0.37	\$0.34	\$0.60
St Pierre	\$0.26	\$0.26	\$0.24	\$0.35
St Vincent	\$0.41	\$0.41	\$0.37	\$0.63
St. Barthelemy	N/A	N/A	N/A	\$0.68
St. Martin	N/A	N/A	N/A	\$0.68
St. Petersburg	\$0.26	\$0.26	\$0.23	\$0.43
Sudan	\$0.28	\$0.28	\$0.26	\$0.53
SURINAM MOBILE	\$0.31	\$0.31	\$0.31	\$0.56
Suriname	\$0.34	\$0.34	\$0.31	\$1.08
Swaziland	\$0.35	\$0.35	\$0.32	\$0.37
Sweden	\$0.09	\$0.09	\$0.09	\$0.11
SWEDEN MOBILE	\$0.32	\$0.32	\$0.32	\$0.60
SWEDEN NGN MOBILE	\$0.32	\$0.32	\$0.32	\$0.60
Switzerland	\$0.09	\$0.09	\$0.08	\$0.10
SWITZERLAND MOBILE	\$0.35	\$0.35	\$0.35	\$0.54
SWITZERLAND NGN MOBILE	\$0.35	\$0.35	\$0.35	\$0.54
Syria	\$0.47	\$0.47	\$0.42	\$0.74
Taiwan	\$0.10	\$0.16	\$0.14	\$0.32
TAIWAN MOBILE	\$0.26	\$0.26	\$0.26	\$0.60
Tajikistan	\$0.38	\$0.38	\$0.34	\$0.64
Tanzania	\$0.40	\$0.40	\$0.36	\$0.68
TANZANIA MOBILE	\$0.35	\$0.35	\$0.35	\$0.40
Thailand	\$0.18	\$0.24	\$0.22	\$0.54
THAILAND MOBILE	\$0.19	\$0.19	\$0.19	\$0.30

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Thurava	\$1.49	\$1.49	\$1.35	
Togo	\$0.43	\$0.43	\$0.39	\$0.89
Tokelau	\$0.68	\$0.68	\$0.62	
Tokyo	\$0.08	\$0.10	\$0.09	\$0.17
Tonga Island	\$0.56	\$0.56	\$0.51	\$1.00
Trinidad & Tobago	\$0.30	\$0.30	\$0.28	\$0.65
TRINIDAD & TOBAGO MOBILE	\$0.68	\$0.68	\$0.68	\$1.35
Tunisia	\$0.34	\$0.34	\$0.31	\$0.45
Turkey	\$0.27	\$0.27	\$0.24	\$0.42
TURKEY MOBILE	\$0.38	\$0.38	\$0.38	\$0.75
Turkmenistan	\$0.38	\$0.38	\$0.34	\$0.82
Turks/Caicos Islands	\$0.37	\$0.37	\$0.34	\$0.51
Tuvalu	\$1.22	\$1.22	\$1.11	\$0.91
Uganda	\$0.27	\$0.27	\$0.25	\$0.53
Ukraine	\$0.25	\$0.25	\$0.23	\$0.43
Union Island	\$0.45	\$0.45	\$0.23	\$0.63
United Arab Emirates	\$0.30	\$0.30	\$0.41	\$0.57
UNITED ARAB EMIRATES MOBILE	\$0.30	\$0.30	\$0.30	\$0.31
United Kingdom	\$0.07	\$0.06	\$0.06	\$0.06
UNITED KINGDOM MOBILE	\$0.34	\$0.34	\$0.34	\$0.60
UNITED KINGDOM NGN MOBILE	\$0.34	\$0.34	\$0.34	\$0.60
Unnisunnis	\$0.20	\$0.20	\$0.20	\$0.10
Uruguay	\$0.32	\$0.32	\$0.29	\$0.69
Uzbekistan	\$0.28	\$0.28	\$0.26	\$0.79

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.2. International Rates, Continued

COUNTRY	PACIFIC RIM PLAN	EUROPE PLAN	GLOBAL PLAN	BASIC INTER'NAL
Vanuatu/New Hebridi	\$1.07	\$1.07	\$0.97	\$1.04
Venezuela	\$0.22	\$0.22	\$0.20	\$0.45
VENEZUELA MOBILE	\$0.48	\$0.48	\$0.48	\$0.89
Vietnam	\$0.68	\$0.68	\$0.62	\$1.06
VIETNAM MOBILE	\$0.69	\$0.69	\$0.69	\$1.75
Wallis/Futuna	\$1.90	\$1.90	\$1.73	\$0.69
Western Samoa	\$0.48	\$0.48	\$0.44	\$0.89
Yemen Arab	\$0.43	\$0.43	\$0.39	\$0.93
Yugoslavia/Serbia	\$0.25	\$0.25	\$0.23	\$0.46
Zaire	\$0.54	\$0.54	\$0.49	\$0.70
ZAIRE MOBILE	\$0.35	\$0.35	\$0.35	\$0.39
Zambia	\$0.38	\$0.38	\$0.35	\$0.73
Zanzibar	\$0.40	\$0.40	\$0.36	\$2.68
Zimbabwe	\$0.21	\$0.21	\$0.20	\$0.43
ZIMBABWE MOBILE	\$0.38	\$0.38	\$0.38	\$0.19

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.3. International Toll Free Service

A. International Toll Free Service Rates - Availability is subject to change

COUNTRY	RATE PER MINUTE	COUNTRY	RATE PER MINUTE
Antigua	\$0.47	Macao	\$0.45
Argentina	\$0.33	Malaysia	\$0.13
Australia	\$0.32	Mexico	\$0.29
Austria	\$0.48		
Bahamas	\$0.44		
Barbados	\$0.48	Netherlands	\$0.12
Belgium	\$0.22	NETHERLAND M&B*	\$0.66
BELGIUM M&B*	\$0.70	Netherlands Antilles	\$0.52
Bermuda	\$0.29	New Zealand	\$0.30
Bolivia	\$0.33	NEW ZEALAND M&B*	\$0.41
Brazil	\$0.32	Nicaragua	\$0.65
BRAZIL M&B*	\$0.50	Norway	\$0.25
British Virgin Islands	\$0.16		
Cayman Islands	\$0.36		
Chile	\$0.45	Panama	\$0.50
China	\$0.54	Peru	\$0.52
Czech Republic	\$0.63		
Columbia	\$0.52	Philippines	\$0.49
Costa Rica	\$0.49	Poland	\$0.17
Cyprus	\$0.32	Portugal	\$0.19
Denmark	\$0.12	PORTUGAL M&B*	\$0.36
DENMARK M&B*	\$0.45	Romania	\$0.51
Dominica	\$0.43	Russia	\$0.17
Dominican Republic	\$0.48	Singapore	\$0.21
		Slovakia	\$0.16
El Salvador	\$0.40	SLOVAKIA M&B*	\$0.50
Estonia	\$0.12	South Africa	\$0.41

M&B* = Mobile & Payphone Calls

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.7. International Long Distance Services, Continued

4.7.3. International Toll Free Service, Continued

D. International Toll Free Service Rates, Continued

COUNTRY	RATE PER MINUTE	COUNTRY	RATE PER MINUTE
Finland	\$0.36		
France	\$0.19		
Germany	\$0.30		
GERMANY M&B*	\$0.48		
Greece	\$0.31		
Grenada	\$0.25		
Guatemala	\$0.49	Spain	\$0.47
Guyana	\$0.61	St. Kitts	\$0.25
Hong Kong	\$0.26	St. Lucia	\$0.25
Hungary	\$0.23	St. Vincent	\$0.25
		Sweden	\$0.20
		SWEDEN M&B*	\$0.47
India	\$1.00	Switzerland	\$0.14
		SWITZERLAND M&B*	\$0.60
Indonesia	\$0.29	Taiwan	\$0.25
Ireland	\$0.39	Thailand	\$0.48
Israel	\$0.25	Trinidad & Tobago	\$0.41
Italy	\$0.40	Turkey	\$0.38
ITALY M&B*	\$0.55		
Jamaica	\$0.49	Turks/Caicos Islands	\$0.53
Japan	\$0.44		
Korea (South)	\$0.21	United Kingdom	\$0.15
Latvia	\$0.32	Uruguay	\$0.51
Lithuania	\$0.19	Venezuela	\$0.48
Luxembourg	\$0.16	Vietnam	\$0.57
Usage Rater Default	\$0.25		

M&B* = Mobile & Payphone Calls

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.8. Miscellaneous Toll Free Service Charges & Features

4.8.1. (Reserved for Future Use)

4.8.2. Miscellaneous Toll Free Charges & Rates

DESCRIPTION	MONTHLY RECURRING CHARGE	NON- RECURRING CHARGE
Call Area Selection	\$35.00	\$75.00
Call Blocking Pay Phone	\$0.00	\$0.00
Custom Number Selection	\$0.00	\$250.00
Day of Week Routing	\$35.00	\$75.00
Day of Year Routing	\$35.00	\$75.00
Directory Listing 800	\$14.48	\$0.00
Geographic Routing	\$35.00	\$75.00
Message Referral	\$35.00	\$75.00
Percent Allocation Routing	\$35.00	\$75.00
Time of Day Routing	\$35.00	\$75.00
Toll Free Basic Service		
On-Net	\$25.00	\$75.00
Off-Net	\$25.00	\$150.00
International	\$75.00	\$250.00
Toll Free NPA/NXX Block	\$35.00	\$75.00
Payphone Origination Surcharge per call:	\$0.95	

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

4.9. Additional Services Available with Long Distance Services

4.9.1. (Reserved for Future Use)

4.9.2. Additional Service Features Rates

DESCRIPTION	MONTHLY RECURRING MINUTE	NON-RECURRING CHARGE (INSTALL)
Account Codes Forced	\$20.00	\$20.00
Account Codes Optional	\$20.00	\$20.00
Authorization Codes - Each Additional 15	\$5.00	\$5.00
Authorization Codes - Up to 20	\$20.00	\$20.00
Preferred Carrier Change Charge Per InterLATA Change Request		\$10.00

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

(Reserved for Future Use)

SECTION 4 ZAYO LONG DISTANCE SERVICES, Continued

(Reserved for Future Use)

SECTION 5 MISCELLANEOUS CHARGES

5.1. Non-Recurring Service Charges

Certain non-recurring service charges may apply to elements and services used in the provision of domestic interstate and international calling services.

5.1.1. 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 an account be transferred to a new person, firm, corporation or other entity that will assume responsibility for the account. A Service Order Charge may apply in addition to Install Charges.

5.1.2. Move Charge

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

5.1.3. Delay Charge

See Section 5.1.8. Customer Not Ready – Service Facility Reservation

5.1.4. Reconnection Fee

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

5.1.5. (Reserved for Future Use)

5.0 MISCELLANEOUS CHARGES, Continued

5.1 **Non-Recurring Service Charges**, Continued

<u>SERVICE</u>	<u>NON-RECURRING CHARGE</u>
Service Order Charge – Analog Services	\$25.00
Service Order Charge – T1 Based, Digital Services	\$150.00
Move Charge – Analog Services	\$45.00
Move Charge – T1 Based, Digital Services	\$500.00
Reconnection Fee – DS0 (single voice-grade line)	\$45.00
Reconnection Fee – DS1 (T1 or greater circuit)	\$500.00
T1 Expedite Charge	\$500.00
Cancellation Charge – after circuit is delivered to the Customer premise	
Analog Services	\$45.00 or, one (1) month’s recurring charge per line, whichever is greater
T1 or greater circuit	\$600.00 or, one (1) month’s recurring charge per line, whichever is greater
Cancellation Charge – after commencement of order processing	
Analog Services	\$45.00
T1 or greater circuit	\$300.00
Service Disconnection Charge	\$50.00

5.0 MISCELLANEOUS CHARGES, Continued

5.2. Directory Assistance

5.2.1 Directory Assistance

Directory assistance provides the calling party with:

- A. Telephone numbers available from the Directory Assistance Operator; with a maximum of two requests per call.
- B. Information that the subscriber has requested that the telephone number not be released to the public.
- C. Information that the name requested does not appear in the listing records.
- D. Information regarding the address and/or zip code associated with the telephone number requested.

5.2.2. Directory Assistance Rates

<u>SERVICE</u>	<u>PER USE CHARGE</u>
Local and National Directory Assistance (XXX-555-1212 or 411)	\$2.50

5.0 MISCELLANEOUS CHARGES, Continued

5.3. Interconnection Fee (ICF)

The Company applies a flat-rate, monthly charge on lines and circuits, designed to recover a portion of the Company's costs of interconnection to the public switch telephone network (PSTN). The ICF is charged per line or circuit. Customers with locations outside of the Company's On-Net footprint that subscribe to Zayo's long distance services will be charged the Off-Net ICF.

5.3.1. ICF Rates

	State						
	AZ	CA, ID, NV, UT	NO. ID	CO	MN, ND	OR, SW- WA	WA
Service							
Business Line	\$3.95	\$1.95	\$5.25	\$2.95	\$4.25	\$3.95	\$6.25
Voice/ T1 Circuit	\$15.00	\$15.00	N/A	\$20.00	\$15.00	\$15.00	\$15.00
Market Expansion Line	\$2.95	\$0.95	\$5.25	\$1.95	\$1.25	\$1.25	\$1.25
Off-Net Long Distance	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75
VPN Solutions Circuit	\$15.00	\$15.00	N/A	\$15.00	\$15.00	\$15.00	\$15.00
VPN Solutions Business Line	\$3.00	\$3.00	N/A	\$3.00	\$3.00	\$3.00	\$3.00

N/A = Not available

5.0 MISCELLANEOUS CHARGES, Continued

5.4. Network Access Assessment (NAA)

The NAA is assessed as a percentage of monthly recurring and usage charges to recover certain network costs. The NAA is assessed against local and intrastate services, interstate and international services, data, IP-platform and cloud services, private-line services, and the Interstate Access Charge (IAC) and Interconnection Fee (ICF).

Rate: 12.45%

5.5. Interstate Access Charge (IAC)

The Interstate Access Charge is a monthly recurring charge applied to all lines, trunks and T1/PRI based service offered pursuant to the Company's local exchange service tariffs and price lists, or offered under contract.

5.5.2. Rates

A. Standard Local Exchange Service Arrangements

	<u>Monthly Recurring Charge</u>
Single-Line Business	\$6.50
Multi-Line Business - per individual line or trunk:	
- Arizona	\$6.20
- California	\$4.65
- Colorado	\$6.50
- Idaho	\$6.33
- Northern Idaho	\$9.20
- Minnesota	\$5.05
- Nevada	\$4.65
- North Dakota	\$5.05
- Oregon Zone 1*	\$7.85
- Oregon Zone 2**	\$9.20
- Utah	\$6.33
- Washington Zone 1*	\$6.11
- Washington Zone 2**	\$9.20
-Southwest Washington	\$6.85
* Zone 1, Qwest Service Areas	
** Zone 2 Verizon Service Areas	

5.0 MISCELLANEOUS CHARGES, Continued

5.5. Interstate Access Charge (IAC), Continued

5.5.2. Rates, Continued

A. Standard Local Exchange Service Arrangements, Continued

	<u>Monthly Recurring Charge</u>
T-1 Circuit-Based Services, ISDN-PRI, PRI; Per Facility:	
- Arizona	\$25.25
- California	\$23.25
- Colorado	\$45.00
- Idaho	\$31.70
- Minnesota	\$25.25
- Nevada	\$23.25
- North Dakota	\$45.55
- Oregon	\$34.75
- Utah	\$42.65
- Washington (includes SW WA)	\$34.75

B. VPN Solutions Services

	<u>Monthly Recurring Charge</u>
T-1 Circuit, per Facility	\$34.75
Business Line, per Line	\$6.50

5.0 MISCELLANEOUS CHARGES, Continued

5.6. Account Maintenance Charge (AMC)*

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

AMC: \$12.50

1. **Paperless, Electronic Billing Credit**

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

Credit: \$7.50

2. **ACH Auto Pay Credit**

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

Credit: \$5.00

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

SECTION 6 ZAYO SPECIAL PROGRAMS

6.1. LD Voice Packages

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