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09-0014-TP-ACE

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Brett Ferencak
brett.ferencak@bingham.com
Our file no.: 0000330452

January 7, 2009

Via Overnight Courier

Renee J. Jenkins, Director of Administration
Docketing Department
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

**Re: Application Zayo Bandwidth, LLC to Provide Resold and Facilities-Based
Local Exchange and Competitive Telecommunications Services**

Dear Ms. Jenkins:

On behalf of Zayo Bandwidth, LLC ("Zayo") enclosed for filing are an original and seven (7) copies of the above-referenced Application. In addition, Zayo files an original and seven (7) of its Motion for Protective Order with three (3) undredacted copies of Exhibit D-2 to the Application.

Please date stamp the extra copy of this filing and return it in the self-addressed, postage paid envelope provided. Should you have any questions regarding this Application, please do not hesitate to contact me at (202) 373-6697.

Respectfully submitted,



Brett Ferencak

Counsel for Zayo Bandwidth, LLC

Boston
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 01/18/2008)

In the Matter of the Application of **Zayo Bandwidth, LLC**)
 to Provide Resold and Facilities-Based Local Exchange)
 and Competitive Telecommunications Services in the State)
 of Ohio)

TRF Docket No. 90-

Case No. **09-014-TP-ACE**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) **Zayo Bandwidth, LLC**

DBA(s) of Registrant(s) - **Not Applicable.**

Address of Registrant(s) **901 Front Street, Suite 200, Louisville, CO 80027**

Company Web Address **www.zayo.com**

Regulatory Contact Person(s) **Scott E. Beer, General Counsel**

Phone **(303) 381-4664**

Fax **(303) 226-5923**

Regulatory Contact Person's Email Address **sbeer@zayo.com**

Contact Person for Annual Report **Tim Gentry, Controller**

Phone **(303) 381-4662**

Address (if different from above) **Same as above.**

Consumer Contact Information **Christopher Yost, General Counsel**

Phone **(303) 381-4677**

Address (if different from above) **Same as above**

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s) - Not Applicable.
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin. - Proposed access tariff and detariffed services price list are attached as Exhibit A-1 and A-2.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected. - Not Applicable.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s). - Not Applicable.

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Zayo Bandwidth, LLC, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 12-24-08 at (Location) Douglas County Colorado

*(Signature and Title)

SCOTT BEER, GENERAL COUNSEL & SECRETARY

(Date) 12-24-08

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Brett P Ferencsik verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)

Brett P Ferencsik Counsel to Zayo Bandwidth, LLC

(Date)

1/7/09

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of **Zayo Bandwidth, LLC to Provide Resold and Facilities-Based Local Exchange and Competitive Telecommunications Services in the State of Ohio.**

Case No. 09 - - **TP** -

Name of Registrant(s) Zayo Bandwidth, LLC

DBA(s) of Registrant(s) Not Applicable.

Address of Registrant(s) 901 Front Street, Suite 200, Louisville, CO 80027

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff¹

☐ Local Tariff¹

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of CTS services

☒ Description of the proposed market area

☒ Explanation of how the proposed services in the proposed market area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number: N/A

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):

☒ interconnection agreement

☒ retail tariffs

☒ resale tariffs

- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.

- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.

- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.

- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc__id=357)

- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Zayo Bandwidth, LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on 12-31-08

at Douglas County, Colorado

(Signature and Title) SCOTT E. BEER

12-31-08
(Date)

GENERAL COUNSEL & SECRETARY

EXHIBIT LIST

EXHIBIT A TARIFFS

- Exhibit A-1 Access Tariff
- Exhibit A-2 Detariffed Services Price List

EXHIBIT B DESCRIPTION OF SERVICES

- Exhibit B-1 How Service Provisioned
- Exhibit B-2 Description of Proposed Services
- Exhibit B-3 Statement about Provision of CTS Services
- Exhibit B-4 Description of Proposed Market Area
- Exhibit B-5 Explanation of How Proposed Market Area is in Public Interest
- Exhibit B-6 Description of Class of Customers Served

EXHIBIT C BUSINESS REQUIREMENTS

- Exhibit C-1 Registration with Ohio Department of Taxation
- Exhibit C-2 Certification Ohio Secretary of State and Good Standing Certificate

EXHIBIT D DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY

- Exhibit D-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources
- Exhibit D-2 Financial Statements
- Exhibit D-3 Documentation to support cash and funding sources.

EXHIBIT E MANAGERIAL ABILITY AND CORPORATE STRUCTURE

- Exhibit E-1 Technical and Managerial Expertise
- Exhibit E-2 Officers and Directors
- Exhibit E-3 Corporate Structure and Ownership
- Exhibit E-4 Similar Operations in Other States
- Exhibit E-5 Verification Records Maintained in Accordance with GAAP
- Exhibit E-6 Compliance with Affiliate Transaction Requirements

EXHIBIT F DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CARRIERS

- Exhibit F-1 Rate Derivation
- Exhibit F-2 Explanation of Service Areas With Approved Interconnection or Resale Agreement
- Exhibit F-3 Notarized Affidavit accompanied by bona fide letters requesting negotiation, proposed timeline for construction, interconnection, and offering of service to end users.

**EXHIBIT G DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS
WITH CUSTOMERS**

- Exhibit G-1 Explanation Of Required Payment In Advance of Receiving Dial Tone
- Exhibit G-2 Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone
- Exhibit G-3 Sample Bill and Disconnection Notice
- Exhibit G-4 Customer Application to Establish Residential Service
- Exhibit G-5 List of Ohio ILEC Exchanges
- Exhibit G-6 Mirroring Statement

EXHIBIT A

TARIFFS

Exhibit A-1 Access Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE ACCESS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
ZAYO BANDWIDTH, LLC

PRINCIPAL OFFICE

Zayo Bandwidth, LLC's principal office is located at 901 Front Street, Suite 200, Louisville, Colorado 80027. This Tariff is available for public inspection at the above address during regular business hours.

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. _____.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth
901 Front Street, Suite 200
Louisville, Colorado 80027

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 Zayo Bandwidth
 901 Front Street, Suite 200
 Louisville, Colorado 80027

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Zayo Bandwidth
901 Front Street, Suite 200
Louisville, Colorado 80027

CHECKSHEET{ TC "CHECKSHEET" V C V "1" }

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Issued By: Scott E. Beer, General Counsel
 Zayo Bandwidth
 901 Front Street, Suite 200
 Louisville, Colorado 80027

CONCURRING CARRIERS{ TC "CONCURRING CARRIERS" \f C \l "1" }

None

CONNECTING CARRIERS{ TC "CONNECTING CARRIERS" \f C \l "1" }

None

OTHER PARTICIPATING CARRIERS{ TC "OTHER PARTICIPATING CARRIERS" \f C \l "1" }

None

Issued: January 8, 2009

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Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth
901 Front Street, Suite 200
Louisville, Colorado 80027

EXPLANATION OF SYMBOLS[TC "EXPLANATION OF NOTES" \f C \l "1"]

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

Issued: January 8, 2009

Effective: February 7, 2009

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Issued By: Scott E. Beer, General Counsel
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Louisville, Colorado 80027

TARIFF FORMAT{ TC "TARRIFF FORMAT" \f C \l "1" }

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO - Public Utilities Commission of Ohio.

COMPANY or ZAYO BANDWIDHT - Zayo Bandwidth, LLC

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SECTION 1 - DEFINITIONS (CONTD)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including Interexchange Carriers.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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SECTION 1 - DEFINITIONS (CONT'D)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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SECTION 1 - DEFINITIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Zayo Bandwidth's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Zayo Bandwidth, shall not result in the imposition of any liability upon Zayo Bandwidth.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Zayo Bandwidth will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Zayo Bandwidth, that furnishes services, facilities, or equipment used in connection with Zayo Bandwidth's services or facilities.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, ZAYO BANDWIDTH MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.1.1.5 IN NO EVENT SHALL ZAYO BANDWIDTH BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.1.1.6 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.2 Limitation of Liability

2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Force Majeure

2.1.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
1. Service may be used for any lawful purpose by the Customer or by any End User.
 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 USE OF FACILITIES AND SERVICE (Cont'd)****2.3.2 Limitations**

- E. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- F. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- G. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.1.3 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- H. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- I. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 PAYMENT FOR SERVICE RENDERED**

- 2.5.1 Zayo Bandwidth will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Zayo Bandwidth's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Zayo Bandwidth within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Zayo Bandwidth shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

If a dispute cannot be resolved with the company, a complaint may be filed with the Commission at 180 E. Broad Street, Columbus, Ohio, 43215.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any mutually agreed upon hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon mutually agreed upon notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.8.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at mutually agreed upon times for installation, testing, repair, maintenance or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.8.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.8.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.8.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.8.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 8.3.3.D will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Disconnection and Termination of Service

2.10.1 Disconnection of Service Without Notice

Zayo Bandwidth shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Zayo Bandwidth or to use the Service for unlawful purposes.

Zayo Bandwidth will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Zayo Bandwidth is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)****2.10.2. Disconnection of Service Requiring Notice**

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. It must also inform the Customer of the Company's legal obligation to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.10.2.1 The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

- A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- C Failure to meet the utility's deposit and credit requirements.
- D For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before his service is denied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 UNLAWFUL USE OF SERVICE

2.11.1 Service shall not be used for any purpose in violation of law.

2.11.2 Service shall not be used in any manner that 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. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

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

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5 of this tariff)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.2 RATE CATEGORIES (CONT'D)****3.2.3 Local Transport**

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

Local Transport is a two-way voice frequency transmission path composed of Tandem Switching and Tandem Switched Transport. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONTD)**3.3 OBLIGATIONS OF THE COMPANY**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.4 OBLIGATIONS OF THE CUSTOMER**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee, as provided in Section 9.1.1.D.

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SECTION 4 - SPECIAL ACCESS SERVICE

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

4.1.1 Description

Zayo Bandwidth's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Zayo Bandwidth's local SONET rings to provide point-to-point dedicated connections between two of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from DS-1 to OC-192.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

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

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)****4.1.3 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

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

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.1.4 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.2 SPECIAL CONSTRUCTION****4.2.1 General**

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

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.2.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.3 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates; and/or
- C. Termination Liabilities.

4.3.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

4.3.1.1 The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

- 1. equipment and materials provided or used;
- 2. engineering, labor and supervision;
- 3. transportation;
- 4. rights of way; and shipping and delivery.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.4 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.4.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.4 OBLIGATIONS OF THE COMPANY (Cont'd)

4.4.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.5 RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.5.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

4.5.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.5.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

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

B. Moves to a Different Building

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

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (Cont'd)

4.5.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.5.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (Cont'd)

4.5.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- a. Obtain the "V" and "H" coordinates for each rate center.
- b. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- c. Square each difference obtained in B above.
- d. Add the squares of the "V" difference and the "H" difference obtained in c. above.
- e. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.6 SERVICE DESCRIPTIONS****4.6.1 Wideband Digital Data Service (1.544 Mbps)**

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day, Seven days a week).

4.6.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel

4.6.2.1 Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

4.6.2.2 Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.7 RATES AND CHARGES

4.7.1 Wideband Digital Data Service (1.544 Mbps)

		Installation Charges	Monthly Recurring
A.	Local Channel	\$750.00	\$350.00

Monthly Rates

B.	Interoffice Channel	<u>Fixed</u>	<u>Per Mile</u>
		\$150.00	\$ 50.00

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.8 SERVICE TRANSFER CHARGES****4.8.1 Description**

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

4.8.2 Rate Elements

	<u>Electronic Processing</u>	<u>Manual Processing</u>
LSR Order Charge, per order	\$17.93	\$24.07
LSR Line Charge, per line	\$17.71	\$17.71

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**4.9 Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

4.9.1 Basic Toll Free Access Query

The Basic Toll Free Access Query applies for the identification of the appropriate Interexchange Carrier Customer and delivery of the dialed Toll-Free ten-digit number. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query charge is set forth in Section 9.1.4.

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SECTION 5 - PRESUBSCRIPTION**5.1 PRESUBSCRIPTION**

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that subtends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.
- B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:
- Designate an IC as a PIC and dial 1 OXXX or 101 OXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial IOXXX or IOIOXXX for all calls to all ICs.
- C. New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to a no PIC choice as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 9.1.7.A applies. This charge will be billed to the IC on behalf of the end user.

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SECTION 5 - PRESUBSCRIPTION (CONT'D)

5.2 UNAUTHORIZED PIC CHANGE

A. If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.

- The Unauthorized Presubscription Change Charge as set forth in Section 9.1.7.B will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 9.1.7.A following.

5.3 EXPEDITED PIC SWITCHBACK SERVICE

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge as set forth in Section 9.1.7.C will apply to the IC that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 9.1.7.A following.

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SECTION 6 - SPECIAL ARRANGEMENTS**6.1 SPECIAL CONSTRUCTION****6.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**6.1 SPECIAL CONSTRUCTION (Cont'd)****6.1.3 Termination of Liability**

A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

1. The period on which the termination liability is based on the term of the contract.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation;
- d) Rights of way and/or any required easements.
- e) License preparation, processing and related fees;
- f) Administrative expenses, processing and related fees;
- g) Cost of removal and restoration, where appropriate; and
- h) Any other identifiable costs related to the specially constructed or rearranged facilities.

B. The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 6.1.3, less the amount the customer has paid, and less estimated net salvage, over the remaining term of the contract. For example, if the contract was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 6.1.3, less estimated net salvage.

C. Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation 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.

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SECTION 7 - MEASUREMENT OF ACCESS MINUTES

7.1 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

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SECTION 8 - BILLING AND COLLECTION**8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)**

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

8.2.4.1 Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

8.2.4.2 Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

8.2.4.3 Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

8.2.4.4 Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

8.2.4.5 Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

8.2.4.6 Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. A new special order charge will apply.

8.2.5 Rate Regulations

The special order charge as provided in Section 9.1.1.E applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE_(CONT'D)**

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE_(CONT'D)

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)****8.3.2 Obligations of the Customer (Cont'd)**

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)****8.3.3 Rate Regulations**

- A. Service Implementation Charges as provided in Section 9.1.1.A apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A Customer Message charge as provided in Section 9.1.7 applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate. The percentages provided in the reports as set forth in 8.3.3.C preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent of messages times the stated tariff rate.
- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 9 – RATES AND CHARGES

9.1 Access Service

9.1.1 Service Orders

	<u>Nonrecurring Charge Per Line or Trunk</u>
(A) Service Implementation	
(1) Installation	\$50.00
(2) Access Order Charge	\$60.00
(B) Service Date Change	\$26.50
(C) Design Change	\$58.00
(D) Service Cancellation	\$100.00
(E) Special Order Charge	\$100.00

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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.2 Local Transport

(A) Tandem Switched Transport

Per Access Minute

Termination	\$0.000079*
Facility (per mile per minute)	\$0.000013**
Multiplexing	\$0.000015**

Per Access Minute

(B) Tandem Switching

\$0.000792*

* At or below the Verizon Rate, which is lower than AT&T rate.

** At or below the AT&T Rate, which is lower than Verizon rate.

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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.3 Local Switching \$0.0022207*9.1.4 Toll Free Data Base Access Service

Basic Toll Free Access Query

Per Query \$0.0022294**

9.1.6 Billing and Collection

Recording, per customer message \$0.035

BNA Service Establishment Charge \$145.00 (Non-recurring)

Query Charge per Telephone Number \$0.24

* At or below the Verizon Rate, which is lower than AT&T rate.

** At or below the AT&T Rate, which is lower than Verizon rate.

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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.7 Presubscription

(A)	Authorized PIC Change	\$5.00
(B)	Unauthorized PIC Change	\$18.00
(C)	Expedited PIC Switchback	\$10.00

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Exhibit A-2 Detariffed Services Price List

GENERAL CUSTOMER SERVICES PRICE LIST
FOR THE
STATE OF OHIO

This Price List applies to Business Tier 2 Services and Interexchange Services furnished by Zayo Bandwidth, LLC ("Company") between one or more points in the State of Ohio.

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST

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

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

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Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth
901 Front Street, Suite 200
Louisville, Colorado 80027

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Non Residential intrastate, local exchange and interexchange telecommunications services by Zayo Bandwidth, LLC, hereinafter referred to as the Company, to Customers in the State of Ohio. The Company will provide local exchange service only in the exchanges in which it has an approved interconnection or resale agreement with the incumbent local exchange carrier.

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DEFINITIONS

Certain terms used generally throughout this price list are defined below.

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

Bit: The smallest unit of information in the binary system of notation.

Call Forwarding: Allows an incoming call to be sent elsewhere.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

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DEFINITIONS (Cont'd)

Call Transfer: Allows a station line user to transfer any established call to another station line in outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also pr a hold feature that is activated by a switchhook flash.

Central Office: A local telephone company switching system where telephone exchange customer loops are terminated for purposes of interconnection to each other and to trunks.

Collocation Point: Central Offices where Company has installed equipment and connected to the In Local Exchange Carrier (ILEC) network so that Company can connect to end-user Customers served the particular Central Office via leased unbundled network element loops (UNE loops).

Following is a list of Central Offices in which Company is collocated. The list includes the name, address, and reference code (CLLI) for each Central Office from which Company provides services under price list. The provision of services to a Customer under this price list, except for those services provided to OnNet Customers and Resold-Only Customers, depends upon the existence of a collocation point that serves the Customer area.

City	Address	CO Name	CLLI Code
AKRON	50 w. Bowery St	Akron-Blackstone	AKRNOH25
AKRON	1600 W. Market	Akron-University	AKRNOH86
AKRON	208 Portage Trail E	Cuyahoga Falls	CYFLOH92
TOLEDO	121 N Huron St	Toledo 21	TOLDOH21
TOLEDO	2414 W Sylvania Ave	Toledo 47	TOLDOH47
TOLEDO	3332 Dorr St	Toledo 53	TOLDOH53

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Zayo Bandwidth, LLC the issuer of this price list.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this price list. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

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DEFINITIONS (Cont'd)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Duplex Service: Service that provides for simultaneous transmission in both directions

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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DEFINITIONS (Cont'd)

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

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

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish Non-Residential communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.3 Terms and Conditions (cont'd)

- (C) At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon 7 days written notice to the Customer if
 - (1) the Customer is using the service in violation of this price list; or
 - (2) the Customer is using the service in violation of the law.
- (F) This price list shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (G) Incumbent local exchange carriers and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Liability of the Company

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5(MTSS)). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills and disconnection and reconnection of service.

- (A) Unless otherwise determined by the Commission and, except where provided for in the MTSS, this price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of 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.
- (C) Unless otherwise determined by the Commission, and except where provided for in the MTSS, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Liability of the Company (cont'd)

- (E) 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) 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.
- (J) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list.

In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.

- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The 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 the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from any equipment or facilities associated with the Company's provision of service to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS (Cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours 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. The Customer shall be provided with an estimate of any such additional charges prior to performance of non-routine installation or maintenance.

2.1.8 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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REGULATIONS (Cont'd)

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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REGULATIONS (Cont'd)2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price list;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, 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;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the 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 maybe 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;
- (E) 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's 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;

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REGULATIONS (Cont'd)**2.3** Obligations of the Customer (cont'd)**2.3.1** General (cont'd)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); 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 the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) 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.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) 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 voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (cont'd)2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this price list. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the price list. Any such line item charges will be reflected in the Company's price list. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, 95-845-TP-COI.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.2 Billing and Collection of Charges

- (A) In the case of Non residential service, Non-recurring charges are due and payable from the Customer within 30 days after the date an invoice is mailed to the Customer by the Company.
- (B) In accordance with Minimum Telephone Service Standards Rule 15 of MTSS, the Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.
- (F) For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.

Returned check fee \$25.00
- (G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.3 Deposits

- (A) The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) After 12 months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits.
- (C) Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.4 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, upon 7 days written notice, discontinue or suspend service without incurring any liability.
- (B) Disconnection notices issued by the Company must inform the Subscriber facing disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of its local service. The Company will not disconnect its local services due to the Customer's failure to pay outstanding toll charges.
- (C) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (D) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.
- (E) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service upon 7 days written notice to the customer without incurring any liability.
- (F) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (G) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (H) Upon the Company's discontinuance of service to the Customer under Section 2.5.5 (A), 2.5.5(B) or 2.5.5(C), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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REGULATIONS (Cont'd)2.5 Payment Arrangements (cont'd)2.5.5 Disconnection of Service Other Than Toll Service

- (A) For purposes of this section, all regulated telephone service provided by the Company, except toll service (if any) shall be defined as local service.
- (B) The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the minimum telephone service standards.
 - (1) Disconnection notices issued by the Company must inform the Subscriber facing local service disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of local service. It must also inform the Subscriber of the Company's legal obligation to provide "local only" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (C) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (D) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first, before being applied by the Company to any toll charges and will be apportioned to regulated telephone service first, before being applied to charges for non regulated services.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports, or the Company discovers, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

(C) (cont'd)

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited a pro-rata portion of the monthly charges.

Over 48 Hours and Less Than 72 Hours. Interruptions over 48 hours and less than 72 hours will be credited 1/3 of one month's recurring charges.

Over 72 Hours Interruptions over 72 hours will be credited one month's recurring charges.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

The Company may be permitted by the Commission to obtain a grace period of an additional 48 hours in each exchange where otherwise a customer adjustment would accrue due to an extreme, unique or unforeseeable weather-related incident.

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REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) except as provided for in price list Section 2.1.4(c), interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) except as provided for in price list Section 2.1.4(c), interruption of service due to circumstances or causes beyond the control of Company; and
- (H) interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

No credit will be made for interruptions in local exchange service which

- (A) occur as the result of a negligent or willful act on the part of the Subscriber;
- (B) occur as the result of a malfunction of Subscriber-owned telephone equipment;
- (C) occur as the result of acts of God, military action, wars, insurrections, riots or strikes; or
- (D) are extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

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REGULATIONS (Cont'd)**2.6 Allowances for Interruptions in Service****2.6.3 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- (A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus
- (D) the difference between a Customers term rates and the Company's month-to-month rates times the actual length of service.

2.8 Transfers and Assignments

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

- (A) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (B) pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS (Cont'd)**2.10 Customer Liability for Unauthorized Use of the Network****2.10.1 Unauthorized Use of the Network**

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this price list.

2.10.2 Liability for Unauthorized Use

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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

- (B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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REGULATIONS (Cont'd)2.11 Special Conditions Governing Operator Services2.11.1 Obligations of the Company

In compliance with the Ohio Public Utilities Commission rules and regulations, when providing operator services, the Company will:

- (A) Identify itself, audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- (B) Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- (C) Permit the Customer to terminate the call at no charge before the call is connected; and
- (D) Not bill for unanswered or incomplete telephone calls; and
- (E) Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred; and
- (F) Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- (G) Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- (H) All 0- and 0+ IntraLATA calls are routed to the local exchange company.

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APPLICATION OF RATES**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

3.2.1 Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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APPLICATION OF RATES (Cont'd)3.3 Rates Based Upon Distance

3.3.1 Where charges for a service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

(B) The airline distance between any two Rate Centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA price list referenced in Section 3.3.1(A).
- (2) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (7) FORMULA=

$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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SERVICE AREAS4.1 Service Areas Map4.2 Basic Local Calling Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

ExchangeExchange Areas in Local Service Area

Akron Exchange

Akron, Greensburg, Hartville, Kent, Manchester, Mogadore, Uniontown, Montrose, Doylestown, Peninsula, Rittman, Sharon Center, Wadsworth, Hudson (342, 650 & 655 exchanges only)

Toledo Exchange

Toledo, Holland, Maumee, Perrysburg, Whitehouse, Metamora, Temperance, MI, Swanton, Grand Rapids, Curtice-Oregon, Stony Ridge, Erie, MI, Woodville, Genora, Elmore, No. Sylvannia, MI, Waterville, Moline, Lost Peninsula, MI, Richfield Center-Berkey, Lambertville Whitford, MI

4.3 Extended Local Calling AreasExchangeExchange Areas in Local Service Area

Akron

Rootstown, Atwater, Ravenna, N. Canton, Richfield

Toledo

Delta, Luckey, Haskin-Totogonany

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EXCHANGE ACCESS SERVICE5.1 General

5.5.1 Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service - 4 or more access lines ⁽¹⁾

¹ Basic Line Service are not available for less than 4 lines.

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EXCHANGE ACCESS SERVICE (Cont'd)5.2 Basic Line Service*⁽¹⁾

Basic Line Service provides a Business Customer with a four or more, voice-grade telephonic communications channel that can each be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below. Optional features are set forth in Section 5.3 of the price list. Non-recurring and monthly recurring rates per Basic Line are specified in Section 11.1.1 and 11.7 of the Price List.:

*The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as defined in Section 1, Definitions.

- (1) Service to Basis Line Customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administration Code.

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EXCHANGE ACCESS SERVICE (Cont'd)**5.3 Custom Local Area Signaling Services (CLASS)****5.3.1 Per Call Blocking**

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touchtone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semi-public payphones of Company will be equipped with Per Call Blocking.

5.3.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

5.3.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to- Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "1". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls maybe held in queue for the Customer's Call Return activation. The callbacks may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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LOCAL CALLING SERVICE6.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

6.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 7.3 following.

6.1.2 Expanded Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional call to the Basic Local Calling Area will be charged as specified in Section 6.2.1 (A) following. All calls to the Expanded Local Calling Area² will be charged a per call setup and per minute access charge as specified in Section 6.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 7.3 following.

(A) Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.

Night/Weekend All other days, times, and holidays.

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA900, NXX976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

INTRALATA CALLING SERVICE7.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling

Area but within the same state and LATA.

7.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>	<u>Discount Applicable</u>
Day	8:00 A.M.	12:00 P.M.	Mon. - Fri.	0%
	1:00 P.M.	5:00 P.M.	Mon. - Fri.	0%
Evening	5:00 P.M.	11:00 P.M.	Mon. - Fri.	25%
Night/ Weekend	All other times			50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

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INTRALATA CALLING SERVICE (Cont'd)

7.3 Rates

Rates for IntraLATA Calling service are specified in Section 11.3 of the Price List.

7.4 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 11.3.2 of the Price List.

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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MISCELLANEOUS SERVICES

8.1 Service Implementation

8.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.1.2 Rates

Service implementation rates are specified in Section 11.4.1 of the Price List

8.2 Restoration of Service

8.2.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable after the re-establishment of the suspended service and facilities.. The restoration charge does not apply when, after disconnection of service, service is later re-established.

8.2.2 Rates

Rates for restoration of service are specified in Section 11.4.2 of the Price List.

8.3 Custom Calling Service

Rates for business custom calling services are specified in Section 11.4.5 of the Price List.

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SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

9.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:

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SPECIAL ARRANGEMENTS**9.1 Special Construction (Cont'd)****9.1.2 Termination Liability (Cont'd)****(B) (Cont'd)**

- (1) Cost of installation of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights-of-way;

- (2) license preparation, processing, and related fees;

- (3) price list preparation, processing, and related fees;

- (4) cost of removal and restoration, where appropriate; and

- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.2(B) preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

- (D) Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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SPECIAL ARRANGEMENTS**9.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Such ICBs will be filed with and approved by the Public Utilities Commission of Ohio under the Retail Rules.

9.3 Temporary Promotional Programs

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs.

- (A) **Introduce New Services** - The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- (B) **Respond to Competitive Offers** - The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

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INTEREXCHANGE SERVICE10.1 Rates Charged Based on Timing of Calls

The Company will offer interexchange services throughout all 88 counties in the State of Ohio. Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply:

10.1.1 When Billing Charges Begin and Terminate For Phone Calls.

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

10.1.2 Billing Increments

Unless otherwise specified in this price list, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1minute increments.

10.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

10.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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INTEREXCHANGE SERVICE**10.2 Rates Based Upon Calculation of Distance**

Where the charges for service are specified based upon distance, the following rules apply:

10.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

10.2.2 The airline distance between any two Rate Centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (B) above.

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INTEREXCHANGE SERVICE10.2 Application of Rates (Cont'd)10.2.2 Rates Based Upon Calculation of Distance (Cont'd)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(G) Formula=
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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INTEREXCHANGE SERVICE10.3 Service Offerings10.3.1 Long Distance Service (LDS)(A) Description

Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio. Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of Section 11.6.1 of this price list.

LDS calls will be billed in 6 second increments with an initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS* is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Switched Long Distance Service is available only when a customer also receives local exchange service from Zayo Bandwidth. Switched Long Distance Service is not available on a Standalone basis as defined in Section 1 of the price list

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INTEREXCHANGE SERVICE10.3 Service Offerings (Cont'd)10.3.1 Long Distance Service (LDS) (Cont'd)(B) Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, and intraLATA. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

(C) Discounts

The discounts described in Section 11.5 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

(D) Rates

The rates for Long Distance Services are provided in Section 11.5.

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INTEREXCHANGE SERVICE10.3 Service Offerings (Cont'd)10.3.2 Miscellaneous Services(A) Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 11.6.1. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

10.3.3 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing price list offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this price list.

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INTEREXCHANGE SERVICE10.4 Toll Blocking Policy

Company, when providing toll service, may “universally” block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

- 10.4.1 Under the terms of the Selective Access Policy, Company when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio’s (PUCO) rules, or
 - (b) Company, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUC’s rules), or
 - (c) Company, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO’s credit establishment policies and/or are not set forth within a PUCO approved price list.
- 10.4.2 When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Company as his or her 1+ carrier of choice, Company may, subject to our price listed toll deposit policies and the Commission’s rules on establishment of service (See MTSS, require a deposit for toll service. This deposit shall be in accordance with the MTSS., but Company, may negotiate a lower deposit.
- 10.4.3 Company may furnish credit information, acquired from Company’s own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- 10.4.4. Upon payment by the customer of all past due toll debt to Company will remove the block and all 1 + dialing capabilities, including 10-XXX, will be restored.

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PRICE LIST11.1 Exchange Access Service11.1.1 Basic Line Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>	
		<u>4 Lines</u>	<u>5+Lines</u>
<u>Akron</u>	*		
Basic Business Line Measured Per Line		\$18.65	\$17.70
Basic Business Line Message Per Line		\$23.91	\$17.90
Basic Business Line Flat Per Line		\$30.00	\$28.50
<u>Toledo</u>			
Basic Business Line Measured Per Line		\$18.65	\$17.70
Basic Business Line Message Per Line		\$23.91	\$17.90
Basic Business Line Flat Per Line		\$30.00	\$28.50

*Non Recurring rates are available at Section 11.7.

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PRICE LIST (Cont'd)11.2 Local Calling Service11.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.11.2.2 Monthly Message Allowance

	Basic Calling	Extended Calling
<u>Type of Service</u>	<u>Area</u>	<u>Area</u>
Basic Local	73	N/A
Exchange Service		
Expanded Local	N/A	N/A
Exchange Service		

*Additional message charge of \$0.073 for each message over monthly allowance.

11.2.3 Extended Calling Area - The following usage charges apply to points in the Customer's Extended Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
0 - 10 (Local)	\$0.0400	\$0.0100
11 - 22	\$0.0450	\$0.0150
23 - 55	\$0.0500	\$0.0200

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PRICE LIST (Cont'd)11.3 Intralata Calling Service11.3.1 Rates

<u>MILEAGE</u>	<u>FIRST MINUTE</u>	<u>ADDITIONAL MINUTE</u>
0 - 10	\$0.19	\$0.16
11 - 22	\$0.25	\$0.21
23 - 55	\$0.28	\$0.20
56 - 124	\$0.28	\$0.20
125+	\$0.28	\$0.20

11.3.2. IntraLATA Presubscription Change Charge

Per business line, trunk or port:	<u>NRC</u>
Manual Change	\$5.00
Automatic Change	\$1.25

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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PRICE LIST (Cont'd)11.4 Miscellaneous Services11.4.1 Service ImplementationNon-Recurring

per service order \$62.85

11.4.2 Restoration of ServiceNon-Recurring

per occasion \$62.85

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PRICE LIST (Cont'd)**11.4 Miscellaneous Services (Cont'd)****11.4.5 Custom Calling Service**

	<u>Monthly</u>
(a) Call Waiting	\$7.50
(b) Call Forwarding Variable	\$4.00
(c) Three-Way Calling	\$4.00
(d) Repeat Dialing	\$4.00
(e) Call Return	\$4.00
(f) Caller ID	
- Standard	\$6.50
- With Name Enhancement	\$2.50
(g) Busy Line Transfer	
- Standard	\$0.75
- Customer Control Option	\$1.00

Per-Use/Temporary Features:

	<u>Per Use</u>
(a) Three-Way Calling	\$0.75
(b) Repeat Dialing	\$0.75
(c) Call Forwarding (Temporary)	\$0.90

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PRICE LIST (Cont'd)11.5 Long Distance Service (LDS)11.5.1 Outbound Switched LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$.1570	\$.1540	\$.1520	\$.1500
\$500.00-1,499.99	\$.1490	\$.1460	\$.1440	\$.1420
\$1,500.00-2,999.99	\$.1410	\$.1380	\$.1360	\$.1340
\$3,000.00-9,999.99	\$.1330	\$.1310	\$.1300	\$.1290
\$10,000.00-19,999.99	\$.1280	\$.1260	\$.1250	\$.1240
\$20,000+	ICB*	ICB*	ICB*	ICB*

11.5.2 Outbound Dedicated LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$.0890	\$.0870	\$.0860	\$.0850
\$5,000.00-16,999.99	\$.0840	\$.0820	\$.0810	\$.0800
\$17,000+	ICB*	ICB*	ICB*	ICB*

* These ICBs were found in contracts on file and approved by the Commission.

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PRICE LIST (Cont'd)

11.6 Miscellaneous Interexchange Services

11.6.1 Directory Assistance

Per requested number \$0.60

11.6.2 Exemptions and Special Rates

(A) Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

(B) Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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PRICE LIST (Cont'd)**11.7 Charges for Connecting or Changing Service**

	<u>Non-Recurring</u>
Line Connection Charge	
Applies per exchange access line or trunk,	
First Line/Trunk	\$61.59
Additional Line/Trunk (each)	\$36.60
Line Change Charge	
Applies per exchange access line or trunk	
First Line	\$30.15
Additional Line (each)	\$30.15
Secondary Service Charge	
Applies per customer request	
Each	\$X.XX
Premises Work Charge	
Per Hour, 1 Hour minimum	\$80.00
Record Order	\$16.00
Add/Change Order	\$33.62
Move Service Address (1st Line/Trunk)	\$61.59
Move Service Address (each Addt'l Line/Trunk)	\$36.60

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. _____.

Issued By: Scott E. Beer, General Counsel
 Zayo Bandwidth
 901 Front Street, Suite 200
 Louisville, Colorado 80027

EXHIBIT B

DESCRIPTION OF SERVICES

Exhibit B-1 How Service Provisioned

Zayo Bandwidth, LLC will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Ohio.

Exhibit B-2 Description of Proposed Services

Zayo Bandwidth intends to provide facilities-based and resold local exchange telecommunications services, including multi-line (4 or more lines) basic business local exchange services and various ancillary services such as custom calling features. Zayo Bandwidth also intends to provide competitive access services, high-capacity telecommunications services, including private line, transport, and long-distance services for enterprise customers and carriers and other network providers. Zayo Bandwidth will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Ohio. While Zayo Bandwidth may offer traditional voice services to customers utilizing the public switched network, it may also offer services using Internet Protocol to provide voice and data applications that interact seamlessly with the traditional public switched network. Zayo Bandwidth will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis.

Exhibit B-3 Statement about Provision of CTS Services

Zayo Bandwidth seeks authority to provide CTS Services including high-capacity telecommunications services, private line, transport, and long-distance services for large business, enterprise customers and carriers and other network providers.

Exhibit B-4 Description of Proposed Market Area

Ultimately, Zayo Bandwidth plans to provide local exchange service in all areas in Ohio currently serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. A list of Zayo Bandwidth's initial Proposed Market Areas are provided in Exhibit G-5.

Exhibit B-5 Explanation of How Proposed Market Area is in Public Interest

Zayo Bandwidth's proposed services in the proposed market areas will provide multiple public benefits by providing users of telecommunications services with a greater range of competitive choices. In addition, the increase in competition among carriers will create incentives for lower prices, more innovative services, and more responsive customer service. Enhanced local exchange services competition also will stimulate the demand for the services supplied by all local service carriers, including the Incumbent Carriers. The Incumbent Carriers will have market incentives to improve the efficiency of their operations, and will benefit from the increased use of telecommunications services, due to the expansion of the total market for telecommunications services. Furthermore, increased competition will drive telecommunications prices down, which benefits Ohio consumers who will see concomitant reductions in their bills, which in turn will ultimately strengthen the Ohio economy.

Exhibit B-6 Description of Class of Customers Served

Zayo Bandwidth's primary focus is to provide service to business and enterprise customers. Zayo Bandwidth does not plan to serve residential customers.

EXHIBIT C

BUSINESS REQUIREMENTS

Exhibit C-1 Registration with Ohio Department of Taxation

Zayo Bandwidth LLC
901 Front St, Ste 200
Louisville, CO 80027

January 6, 2009

Ohio Department of Taxation
Public Utility Tax Division
30 E. Broad St
21st Floor
Columbus, OH 43215

To Whom It May Concern:

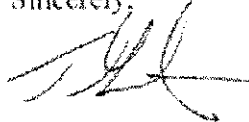
On behalf of Zayo Bandwidth, LLC ("Zayo Bandwidth"), please accept this letter as notice that Zayo Bandwidth is applying for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunications services within the State of Ohio. Zayo Bandwidth expects that its application is to be approved by the PUCO within the next 45 days.

Information concerning Onvoy may be obtained by writing or calling Zayo Bandwidth at the address and phone number below:

Zayo Bandwidth
901 Front Street, Suite 200
Louisville, CO 80027
Phone: (303) 381-4683

Should you have any questions relating to this correspondence, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Gentry', with a stylized flourish at the end.

Tim Gentry, Controller

Exhibit C-2 Good Standing Certificate

**United States of America
State of Ohio
Office of the Secretary of State**

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show ZAYO BANDWIDTH, LLC, a Delaware For Profit Limited Liability Company, Registration Number 1826251, filed on December 29, 2008, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 31st day of December, A.D. 2008*

A handwritten signature in black ink, appearing to read "Jennifer Brunner", written in a cursive style.

Ohio Secretary of State

Validation Number: V2008365DE6EB2

EXHIBIT D

DOCUMENTATION ATTESTING TO APPLICANT'S FINANCIAL VIABILITY

Exhibit D-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources

Zayo Bandwidth is well-qualified financially to operate within the State of Ohio. As outlined in more detail in Exhibits D-2 and D-3, Zayo Bandwidth has demonstrated that it possesses the requisite financial, technical, and managerial resources and abilities to provide all forms of resold and facilities-based local exchange telecommunications service. In addition, the management team of Zayo Bandwidth has extensive experience in providing telecommunications services and has, by its successful operation in other states, demonstrated its ability to provide high-quality, reliable and reasonably-priced services.

Exhibit D-2 Financial Statements

In support of Zayo Bandwidth's financial qualification, Zayo Bandwidth provides financial information for Zayo Group, LLC, Zayo Bandwidth's parent company. As shown in the attached information, Zayo Bandwidth is financially qualified to operate within the State of Ohio. Please note that the financial information is confidential and is being provided submit to a Motion for Protective Order.

Exhibit D-3 Documentation to support cash and funding sources.

Please see financial information contained in Exhibit D-2.

EXHIBIT E

DOCUMENTATION REGARDING MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit E-1 Technical and Managerial Expertise

Zayo Bandwidth possesses the managerial qualifications to provide its proposed local exchange and interexchange telecommunications services in Ohio. Zayo-IN is a wholly owned subsidiary of Zayo Group, LLC ("Zayo"). Zayo was organized to acquire and support long-term development of fiber-based bandwidth solutions-oriented businesses and has made a number of acquisitions to further that business plan. Specifically, Zayo has recently completed acquisitions of: (1) Memphis Network, LLC (now known as Zayo Bandwidth Tennessee, LLC) ("Zayo-TN");¹ (2) PPL Telcom, LLC (now known as Zayo Bandwidth Northeast, LLC) ("Zayo-NE") and PPL Prism, LLC (now known as Zayo Bandwidth Northeast Sub, LLC) ("Zayo-NE Sub");² (3) Indiana Fiber Works LLC (now known as Zayo Bandwidth Indiana, LLC) ("Zayo-IN");³ (4) Onvoy, Inc. and Minnesota Independent Equal Access Corporation (together, "Onvoy");⁴ (5) Citynet Fiber Network, LLC (now known as Zayo Bandwidth Central, LLC) ("Zayo-Central") and Citynet Virginia, LLC (now known as Zayo Bandwidth Central (Virginia), LLC) ("Zayo-VA");⁵ (6) Northwest Telephone, Inc. (now known as Zayo Bandwidth Northwest, Inc.) ("Zayo-NW");⁶ and (7) FiberLink LLC d/b/a Columbia Fiber Solutions ("CFS").⁷ Zayo-TN, Zayo-NE, Zayo-NE Sub, Zayo-IN, Zayo-Central, Zayo-VA, Zayo-NW, and CFS are part of the "Zayo Bandwidth" business unit of Zayo. Zayo has retained many of the key technical personnel of the entities it has acquired who have extensive experience in the telecommunications industry. Zayo has augmented this experience with the extensive telecommunications experience of Zayo's management. Together, the senior management of Zayo Bandwidth and its highly-qualified technical staff will ensure that Zayo Bandwidth's operations will meet high standards for service quality and reliability. Descriptions of the telecommunications and managerial experience of Zayo's management are provided as follows:

-
- ¹ The acquisition of Zayo-TN by Zayo was completed on July 31, 2007. Zayo-TN is a provider of intrastate communications services in Tennessee.
 - ² The acquisition of Zayo-NE and Zayo-NE Sub by Zayo was completed on August 24, 2007. Zayo-NE and Zayo-NE Sub provide local exchange and/or interexchange services in the District of Columbia, Maryland, New Jersey, New York, Pennsylvania, and Virginia.
 - ³ The acquisition of Zayo-IN was completed on September 28, 2007. Zayo-IN provides telecommunications or dark fiber services in Illinois, Indiana, Kentucky, and Ohio.
 - ⁴ The acquisition of Onvoy was completed on November 7, 2007. Onvoy provides competitive local exchange services in Indiana, Iowa, Michigan, Minnesota, North Dakota, Ohio and Wisconsin and interexchange services in Indiana, Iowa, Michigan, Minnesota, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MIEAC provides centralized equal access services in Minnesota and North Dakota.
 - ⁵ The acquisition of Zayo-Central and Zayo-VA was completed on February 15, 2008. Zayo-Central provides wholesale bandwidth services in Georgia, Illinois, Indiana, Kentucky, Michigan, Ohio, Pennsylvania, Tennessee, Virginia and West Virginia. Zayo-VA provides intrastate wholesale bandwidth services in Virginia.
 - ⁶ The acquisition of Zayo-NW was completed on May 30, 2008. Zayo-NW provides telecommunications services in Idaho, Washington, and Oregon.
 - ⁷ The acquisition of CFS was completed on September 30, 2008. CFS provides wholesale fiber optic transport services in Idaho and Washington.

Dan Caruso – President and CEO of Zayo Group

Dan Caruso has 21 years of experience in the Telecommunications and Internet industries. Dan was most recently the President and CEO of ICG Communications, a major provider of telecommunications and Internet service in Colorado and Ohio. Dan is executive chairman of Envysion, a venture backed company providing Internet-based video surveillance services. Dan is chairman of VoicePipe, a provider of retail VoIP services and is on the board of NGT Communications, the leading provider of wholesale VoIP services. Since 2003, Dan has served on the board of Colorado Uplift, a charity focused on supporting Denver inner-city youths.

Dan was a founding executive member and officer of Level 3 Communications, Inc., where he was group vice president of Lines of Business and Marketing and group vice president of Network Services. Previously, Dan was a senior vice president at WorldCom and MFS Communications, where he had various responsibilities in business development, network planning, and operations. Dan began his career at Ameritech (now part of AT&T) in an executive management program.

Dan holds a MBA from the University of Chicago and a B.S. in Mechanical Engineering from the University of Illinois in Champaign-Urbana.

John Scarano – COO & Co-founder of Zayo Group, President of Zayo Bandwidth

John Scarano has 19 years of experience in the wireline and wireless communications industries. John was most recently EVP of Corp Development and Operations of ICG responsible for strategy, acquisitions and divestitures, business development and various other operations. John is on the board of VoicePipe and is an observer on the board of NGT.

John began with Level 3 Communications at its inception and was responsible initially for the development and build-out of Level 3's North American intercity backbone network, local networks and facilities. These were completed ahead of schedule within 33 months for \$6.2B. John then founded and led the company's Global Business Development group and had the lead role in closing more than 30 transactions valued at approximately \$1.6B.

John held various executive and staff positions in global operations and business development at MFS Communications (acquired by WorldCom) and AT&T. While at AT&T, John was responsible for the commercial delivery of the first digital air-to-ground communications system. John was an elected Town Board member in Orange County, NY, for 7 years holding the elected offices of Councilman and Deputy Supervisor.

John earned a combined degree in Business Administration and Computer Science from the State University of NY at Albany in 1987.

Ken desGarennes - CFO

Ken desGarennes has 12 years of experience in technology and communications, most recently as the CFO of Wire One Communications. Wire One, the largest international provider of videoconferencing solutions in the market, was created through the acquisition and integration of three videoconferencing properties. In addition to leading the acquisition and integration efforts, Ken was responsible for raising debt and building a world class finance organization.

Prior to joining Wire One, Ken was a Senior Director at the Gores Group, a technology focused private equity firm. While at the Gores Group, Ken led the financial due diligence and negotiations on numerous

acquisitions in both the telecom and technology market. Ken started his career as a commercial banking officer with First Union Bank before moving to Accenture where he worked for 6 years in a corporate development role.

Ken received his BS in finance from the University of Maryland in College Park.

Scott Beer – Secretary and General Counsel

Scott Beer has 15 years of experience in the legal field, with an emphasis on telecommunications. He most recently worked for Level 3 Communications as VP of Carrier Relations, responsible for vendor relations covering \$1.8 billion in network expenses. Prior to Level 3's acquisition of ICG Communications, Scott was VP and General Counsel of ICG, overseeing all legal and regulatory matters for the company. Scott started with ICG as Director of Government Affairs handling all state and federal regulatory matters and providing legal support to new product development.

Before starting with ICG, Scott was in house counsel at MCI WorldCom supporting the Mass Markets Finance Department for 3 years. He began his legal career as an associate attorney for a Denver law firm, where he was a commercial litigator and represented several large communication companies.

Scott holds a Juris Doctorate from Detroit College of Law at Michigan State University. He earned his B.A. from Michigan State in Communications and Pre-law.

Matt Erickson – Product and Strategy

Matt Erickson is head of Product Management for Zayo. In his current role, Matt is responsible for P&L management, product management and product development for all of Zayo Bandwidth's products. Matt also has vendor management responsibility for all off-net circuit vendors. Matt is on Zayo's M&A team and was part of the day one executive team at Zayo. Matt is currently on the board of directors of VoicePipe, a hosted IP Centrex company.

Prior to Zayo, Matt was at ICG Communications where he was Vice President of Marketing & Product Management. Matt was a member of the senior team that successfully sold ICG to Level 3 Communications. Prior to ICG, Matt was at Level 3 Communications where he held various roles including Internet, transport and infrastructure product management and corporate strategy/development. Matt began his career at Price Waterhouse in the audit and financial advisory services groups.

Matt received his B.S. (Summa Cum Laude with Honors) in Accounting from Colorado State University.

Exhibit E-2 Officers and Directors

The officers and directors of Zayo Bandwidth are as follows:

Officers:

John Scarano (President)
Scott Beer (Vice President, General Counsel & Secretary)
Ken desGarrennes (Vice President & CFO)

Directors:

Dan Caruso
John Siegel
Jim Fleming
Gillis Cashman
Rob Savignol
John Downer

All officers and directors can be reached at Zayo Bandwidth's principle place of business:

Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, CO 80027

Exhibit E-3 Corporate Structure and Ownership

Zayo Bandwidth, LLC is a Delaware limited liability company whose sole member is Zayo Group, LLC ("Zayo"). As stated earlier, Zayo Bandwidth is part of the "Zayo Bandwidth," fiber-based business unit. Zayo Bandwidth provides solutions to carriers, web-centric companies, public institutions and enterprises. Zayo Bandwidth services include private line, wavelength, Ethernet, Internet and colocation. A copy of Zayo Bandwidth's Certificate of Formation is attached hereto.

Zayo (formerly known as CII Holdco, Inc.) is a Delaware limited liability company. Zayo is directly owned by Zayo Group Holdings, Inc., a Delaware corporation, which in turn is directly owned by Communications Infrastructure Investments, LLC, a Delaware limited liability company. All these entities have a principal office located at 901 Front Street, Suite 200, Louisville, Colorado 80027.

Exhibit E-4 Similar Operations in Other States

Zayo Bandwidth is not yet authorized to provide telecommunications services in any state. Zayo Bandwidth is in the process of obtaining authorization to provide intrastate telecommunications services in Michigan and Pennsylvania.

Affiliates of Zayo Bandwidth are authorized to provide telecommunications in Ohio: Zayo-Indiana is authorized to provide competitive telecommunications services pursuant to Certificate No. 90-6084 issued in Case No. 02-2413-CT-ACE on October 23, 2002; and Onvoy, Inc. d/b/a Onvoy Voice Services is authorized to provide local exchange and competitive telecommunications services pursuant to Certificate No. 90-9360 issued in Case No. 08-624-TP-ACE on June 27, 2008. As explained in Exhibit E-1, affiliates of Zayo Bandwidth also provide telecommunications services in Colorado, the District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New Jersey, New York, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Virginia, Washington, West Virginia and Wisconsin.

Exhibit E-5 Verification Records Maintained in Accordance with GAAP

Zayo Bandiwdth will maintain its local telephone account records separate and apart form any other account records in accordance with GAAP.

Exhibit E-6 Compliance with Affiliate Transaction Requirements

Zayo Bandwidth is not affiliated to any ILEC. To the extent Zayo Bandwidth become affiliated with an ILEC in the future, Zayo Bandwidth agrees it will comply with all affiliate transaction requirements within the State of Ohio.

EXHIBIT F

PROPOSED INTERACTIONS WITH OTHER CARRIERS

Exhibit F-1 Rate Derivation

Zayo Bandwidth will derive its rates from interconnection agreements, wholesale agreements, resale and other tariffs, and analysis of the costs of its own facilities.

Exhibit F-2 Explanation of Service Areas With Approved Interconnection or Resale Agreement

Zayo Bandwidth is negotiating a facilities-based interconnection agreement with AT&T-Ohio. Zayo Bandwidth has requests pending and expects to have approval and ability to provide service in its target market upon or soon after receipt of authority. In the future Zayo Bandwidth will negotiate interconnection agreements with Verizon-North and United Telephone d/b/a Embarq, and Cincinnati Bell.

**Exhibit F-3 Notarized Affidavit Accompanied By Bona Fide Letters Requesting Negotiation,
Proposed Timeline For Construction, Interconnection, and Offering of Service To End Users.**

Attached please find a notarized affidavit along with a letter requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. Although the letter was original for negotiations between Zayo Bandwidth's affiliate, Zayo Bandwidth Indiana, LLC ("Zayo-IN"), and AT&T, Zayo Bandwidth will be amending the letter to reflect that it will be the negotiating entity. Zayo-IN already has facilities in the State of Ohio and Zayo Bandwidth may use such facilities to provide local exchange and access services. Zayo Bandwidth intends to offer local service within the State of Ohio within sixty (60) days of certification by this Commission, and approval of its resale/interconnection agreements.

STATE OF COLORADO

§

COUNTY OF BOULDER

§

§

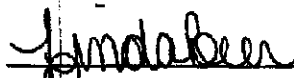
AFFIDAVIT

I, Scott E. Beer, state that I am the General Counsel and Secretary of Zayo Group, LLC, the parent company of Zayo Bandwidth, LLC (together, the "Company"); that I am authorized to make this Affidavit on behalf of the Company; that Zayo Bandwidth, LLC has requested or is in the process of requesting negotiations to establish interconnection, transport and termination agreements in Ohio with AT&T-Ohio Inc., United Telephone d/b/a Embarq and Verizon-North Inc.



Scott E. Beer
General Counsel and Secretary
Zayo Group, LLC

Sworn and subscribed before me this 31st day of ~~November~~, 2008.
December



Notary Public LINDA M. BEER

My commission expires 06-08-2011

EXHIBIT G

PROPOSED INTERACTIONS WITH CUSTOMERS

Exhibit G-1 Explanation Of Required Payment In Advance of Receiving Dial Tone

Zayo Bandwidth does not intend to provide local services which require payment in advance of customer receiving dial tone.

Exhibit G-2 Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone

Not Applicable.

Exhibit G-3 Sample Bill and Disconnection Notice



901 Front St - Suite 200
Louisville, CO 80027

Address Service Requested

☐ Check here for change of address (see reverse for details)

Harrisburg, PA 17120

Remittance Section

Customer Name [REDACTED]
Account Number [REDACTED]
Past Due Amount .00
Current Charges 14,200.00
Statement Date 12/01/08
Due Date 12/31/08
Total Amount Due: \$14,200.00
Amount Paid \$

Please make checks payable to: Zayo Bandwidth

|||||
Zayo Bandwidth
PO Box 952136
Dallas, TX 75395-2136

Please detach and return above portion with your payment.

Summary of Account

Telecommunications Service	14,200.00
Total Current Charges	14,200.00
Previous Bill	14,200.00
Payment Received	14,200.00
Adjustments	.00
Past Due Amount	.00
Current Charges	14,200.00
Total Amount Due	14,200.00
Due Date	12/31/08

Detail of Payments and Adjustments

Date	Description	Adjustments	Payments
11/25/08	Payment-Thank You		14,200.00
Totals			14,200.00



Account Number: [REDACTED]
Statement Date: 12/01/08

Important Messages

Thank you for being a valued Zayo Bandwidth customer!

Paying and Understanding your bill

For Billing Questions call our Customer Service Department at:
1-800-390-6094, Option 3 or email us at billing@zayo.com.

To avoid delays in payment processing, please send your
payment to the remittance address above.



If you have any questions about your bill,
please call Customer Service at 1-800-390-6094

Current Charges Summary**Charges for Services**

For Jan 1, 2009 To Jan 31, 2009

	<u>Amount</u>
Monthly Charges	14,200.00
Total Charges for Services	14,200.00

Taxes and Surcharges

Total Taxes and Surcharges	.00
-----------------------------------	------------

Total Current Charges Summary	14,200.00
--------------------------------------	------------------

Service Detail

DS0300000026 - Private Line - Intrastate

Bill From: 01/01/2009

Bill To: 01/31/2009

Service Order Number 1506
Description / Speed TDM-DS3
Term 36
Location A [REDACTED]
Location Z [REDACTED]

MRC Amt: \$2,400.00

Current Charges for DS0300000026 - Private Line - Intrastate

\$2,400.00

G10000001572 - Ethernet - Intrastate

Bill From: 01/01/2009

Bill To: 01/31/2009

Service Order Number 1504
Description / Speed GIG E 1000M
Term 36
Location A [REDACTED]
Location Z [REDACTED]

MRC Amt: \$7,000.00

Current Charges for G10000001572 - Ethernet - Intrastate

\$7,000.00

OC0300001573 - Private Line - Intrastate

Bill From: 01/01/2009

Bill To: 01/31/2009

Service Order Number 1506
Description / Speed SONET-OC3
Term 36
Location A [REDACTED]
Location Z [REDACTED]

MRC Amt: \$4,800.00

Current Charges for OC0300001573 - Private Line - Intrastate

\$4,800.00

Current Charges for Account# 1935

Total MRC Amt: \$14,200.00

Total Charges: \$14,200.00



Month/date/ 2009

XYZ Company
1234 Main Street
Anytown, USA

Total Past Due: \$XXX.XX
Local Service Past Due: \$XXX.XX
Long Distance (Toll) Service Past Due: \$XXX.XX
Unregulated Service Past Due: \$XXX.XX

RE: Disconnection of Service for Non-Payment of bills

Our records indicate that the subject amount is past due. We request payment in full of the "Local Service Past Due" amount to be received in our office no later than MONTH/DAY/YEAR or your service will be disconnected, if payment has not been received by the above date. In order to reconnect your service, you will be required to pay an additional deposit equal to two months of usage and you will be required to pay a reconnection fee. Your local service will not be disconnected for non-payment of any charges for long distance (toll) or unregulated telecommunications services that may be included in the "Total Due" amount shown above. However, if the "Long Distance (Toll) Service Past Due" amount or the "Unregulated Service Past Due" amount is not received in our office not later than MONTH/DAY/Year then this portion of your service will be disconnected.

To prevent an interruption of your telephone service and to avoid any additional charges, contact us immediately at (800) 390-6094 to arrange payment to your account in full or PLEASE MAIL YOUR PAYMENT IMMEDIATELY TO:

Zayo Bandwidth
ATTN: Accounts Payable
901 Front Street, Suite 200
Louisville, CO 80027

If you have a complaint in regard to this disconnection notice that can not be resolved after you have called Zayo Bandwidth or for general utility information, business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800- 686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 am to 5:30 pm weekdays, or visit www.puco.ohio.gov

If you have any questions regarding the amount due or wish to pay by credit card, please contact us at (800) 390-6094.

Sincerely,

Collector's Name
Zayo Bandwidth Customer Care

Exhibit G-4 Customer Application to Establish Residential Service

Not applicable. Zayo Bandwidth does not intend to provide residential service.

Exhibit G-5 List of Ohio ILEC Exchanges

Please see attached for the list of Ohio ILEC Exchanges that Zayo-IN plans to serve.

Company Name: Zayo Bandwidth, LLC
 dba:
 Certificate Number:

Select Only AT&T Ohio

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	ADAMS	Winchester	
AT&T Ohio	ATHENS	Nelsonville	
AT&T Ohio	BELMONT	Barnesville	
AT&T Ohio	BELMONT	Bellaire	
AT&T Ohio	BELMONT	Bethesda	
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	
AT&T Ohio	BELMONT	Somerton	
AT&T Ohio	BELMONT	St. Clairsville	
AT&T Ohio	BROWN	Aberdeen	
AT&T Ohio	BROWN	Ripley	
AT&T Ohio	BUTLER	Middletown	
AT&T Ohio	BUTLER	Monroe	
AT&T Ohio	BUTLER	Trenton	
AT&T Ohio	CHAMPAIGN	Christiansburg	
AT&T Ohio	CLARK	Donnelsville	
AT&T Ohio	CLARK	Enon	
AT&T Ohio	CLARK	Medway	
AT&T Ohio	CLARK	New Carlisle	
AT&T Ohio	CLARK	North Hampton	
AT&T Ohio	CLARK	Pitchin	
AT&T Ohio	CLARK	South Charleston	
AT&T Ohio	CLARK	South Vienna	
AT&T Ohio	CLARK	Springfield	
AT&T Ohio	CLARK	Tremont City	
AT&T Ohio	COLUMBIANA	Columbiana	
AT&T Ohio	COLUMBIANA	East Liverpool	
AT&T Ohio	COLUMBIANA	East Palestine	
AT&T Ohio	COLUMBIANA	Leetonia	
AT&T Ohio	COLUMBIANA	Lisbon	
AT&T Ohio	COLUMBIANA	New Waterford	
AT&T Ohio	COLUMBIANA	Rogers	
AT&T Ohio	COLUMBIANA	Salem	
AT&T Ohio	COLUMBIANA	Salineville	
AT&T Ohio	COLUMBIANA	Wellsville	
AT&T Ohio	COSHOCTON	Conesville	
AT&T Ohio	COSHOCTON	Coshocton	
AT&T Ohio	COSHOCTON	West Lafayette	
AT&T Ohio	CUYAHOGA	Bedford	
AT&T Ohio	CUYAHOGA	Berea	
AT&T Ohio	CUYAHOGA	Brecksville	
AT&T Ohio	CUYAHOGA	Chagrin Falls	
AT&T Ohio	CUYAHOGA	Cleveland	
AT&T Ohio	CUYAHOGA	Gates Mills	
AT&T Ohio	CUYAHOGA	Hillcrest	
AT&T Ohio	CUYAHOGA	Independence	

AT&T Ohio	CUYAHOGA	Montrose [CUY]
AT&T Ohio	CUYAHOGA	North Royalton
AT&T Ohio	CUYAHOGA	Olmsted Falls
AT&T Ohio	CUYAHOGA	Strongsville
AT&T Ohio	CUYAHOGA	Terrace
AT&T Ohio	CUYAHOGA	Trinity
AT&T Ohio	CUYAHOGA	Victory
AT&T Ohio	ERIE	Bloomington
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomington
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville
AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Cheshire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville
AT&T Ohio	GREENE	Fairborn
AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Springs-Clifton
AT&T Ohio	HANCOCK	Findlay
AT&T Ohio	HIGHLAND	Belfast

AT&T Ohio	HIGHLAND	Danville [HIG]	
AT&T Ohio	HIGHLAND	Hillsboro	
AT&T Ohio	HIGHLAND	Marshall	
AT&T Ohio	HIGHLAND	Rainsboro	
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	
AT&T Ohio	HOCKING	Murray City	
AT&T Ohio	JEFFERSON	Mingo Junction	
AT&T Ohio	JEFFERSON	Steubenville	
AT&T Ohio	JEFFERSON	Toronto	
AT&T Ohio	LAKE	Leroy	
AT&T Ohio	LAKE	Mentor	
AT&T Ohio	LAKE	Painesville	
AT&T Ohio	LAKE	Wickliffe	
AT&T Ohio	LAKE	Willoughby	
AT&T Ohio	LAWRENCE	Arabia	
AT&T Ohio	LAWRENCE	Ironton	
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	
AT&T Ohio	MADISON	London	
AT&T Ohio	MADISON	Sedalia	
AT&T Ohio	MADISON	South Solon	
AT&T Ohio	MADISON	West Jefferson	
AT&T Ohio	MAHONING	Canfield	
AT&T Ohio	MAHONING	Lowellville	
AT&T Ohio	MAHONING	North Jackson	
AT&T Ohio	MAHONING	North Lima	
AT&T Ohio	MAHONING	Sebring	
AT&T Ohio	MAHONING	Youngstown	
AT&T Ohio	MIAMI	Fletcher-Lena	
AT&T Ohio	MIAMI	Piqua	
AT&T Ohio	MONROE	Beallsville	
AT&T Ohio	MONROE	Clarrington	
AT&T Ohio	MONROE	Duffy	
AT&T Ohio	MONROE	Graysville	
AT&T Ohio	MONROE	Lewisville	
AT&T Ohio	MONROE	Woodsfield	
AT&T Ohio	MONTGOMERY	Centerville [MOT]	
AT&T Ohio	MONTGOMERY	Dayton	
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	
AT&T Ohio	MONTGOMERY	Vandalia	
AT&T Ohio	MUSKINGUM	Dresden	
AT&T Ohio	MUSKINGUM	Fultonham	
AT&T Ohio	MUSKINGUM	Norwich	
AT&T Ohio	MUSKINGUM	Philo	
AT&T Ohio	MUSKINGUM	Zanesville	
AT&T Ohio	PERRY	Coming	
AT&T Ohio	PERRY	Glenford	
AT&T Ohio	PERRY	New Lexington	
AT&T Ohio	PERRY	Roseville	

AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Ohio	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua
AT&T Ohio	PORTAGE	Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon
AT&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester [SUM]
AT&T Ohio	TRUMBULL	Girard
AT&T Ohio	TRUMBULL	Hubbard
AT&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
AT&T Ohio	TUSCARAWAS	Gnadenhutzen
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
AT&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
AT&T Ohio	WASHINGTON	New Matamoras
AT&T Ohio	WASHINGTON	Newport
AT&T Ohio	WAYNE	Dalton
AT&T Ohio	WOOD	Perrysburg
AT&T Ohio	WYANDOT	Upper Sandusky

X
X

X

X

Company Name: Zayo Bandwidth, LLC

dba:

Certificate Number:

Select Only Verizon North

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
Verizon North	ADAMS	Manchester [ADA]	
Verizon North	ADAMS	Peebles	
Verizon North	ADAMS	Seaman	
Verizon North	ADAMS	West Union	
Verizon North	ALLEN	Spencerville	
Verizon North	ASHLAND	Ashland	
Verizon North	ASHLAND	Hayesville	
Verizon North	ASHLAND	Loudonville	
Verizon North	ASHLAND	Perrysville	
Verizon North	ASHLAND	Polk	
Verizon North	ASHLAND	Redhaw	
Verizon North	ASHLAND	Savannah	
Verizon North	ATHENS	Albany	
Verizon North	ATHENS	Amesville	
Verizon North	ATHENS	Athens	
Verizon North	ATHENS	Guysville	
Verizon North	ATHENS	New Marshfield	
Verizon North	ATHENS	Shade	
Verizon North	ATHENS	The Plains	
Verizon North	AUGLAIZE	Minster	
Verizon North	AUGLAIZE	New Bremen	
Verizon North	AUGLAIZE	St. Marys	
Verizon North	BELMONT	Flushing	
Verizon North	BROWN	Decatur	
Verizon North	BROWN	Georgetown	
Verizon North	BROWN	Hamersville	
Verizon North	BROWN	Higginsport	
Verizon North	BROWN	Mount Orab	
Verizon North	BROWN	Russellville	
Verizon North	BROWN	Sardinia	
Verizon North	BUTLER	Morning Sun	
Verizon North	BUTLER	Oxford	
Verizon North	CARROLL	Carrollton	
Verizon North	CARROLL	Dellroy	
Verizon North	CARROLL	Harlem Springs	
Verizon North	CARROLL	Malvern	
Verizon North	CARROLL	Mechanicstown	
Verizon North	CHAMPAIGN	Mechanicsburg	
Verizon North	CHAMPAIGN	Woodstock	
Verizon North	CLARK	Catawba	
Verizon North	CLERMONT	Felicity	
Verizon North	CLINTON	Blanchester	
Verizon North	CLINTON	Clarksville	
Verizon North	CLINTON	Martinsville	
Verizon North	CLINTON	New Burlington	

Verizon North	CLINTON	New Vienna
Verizon North	CLINTON	Port William
Verizon North	CLINTON	Sabina
Verizon North	CLINTON	Wilmington
Verizon North	COLUMBIANA	East Rochester
Verizon North	COLUMBIANA	Hanoverton
Verizon North	COLUMBIANA	North Georgetown
Verizon North	COLUMBIANA	Winona
Verizon North	COSHOCTON	Cooperdale
Verizon North	COSHOCTON	Warsaw
Verizon North	CRAWFORD	Crestline
Verizon North	CRAWFORD	Galion
Verizon North	CRAWFORD	New Washington
Verizon North	DARKE	North Star
Verizon North	DARKE	Yorkshire
Verizon North	DEFIANCE	Hicksville
Verizon North	DEFIANCE	Ney
Verizon North	DELAWARE	Ashley
Verizon North	DELAWARE	Cheshire Center
Verizon North	DELAWARE	Delaware
Verizon North	DELAWARE	Kilbourne
Verizon North	DELAWARE	Ostrander
Verizon North	DELAWARE	Radnor
Verizon North	DELAWARE	Rathbone
Verizon North	ERIE	Berlin Heights
Verizon North	ERIE	Huron
Verizon North	ERIE	Kelleys Island
Verizon North	ERIE	Milan
Verizon North	FAIRFIELD	Amanda
Verizon North	FAIRFIELD	Baltimore
Verizon North	FAIRFIELD	Bremen
Verizon North	FAIRFIELD	Millersport
Verizon North	FAIRFIELD	Pleasantville
Verizon North	FULTON	Fayette
Verizon North	GUERNSEY	Byesville
Verizon North	GUERNSEY	Cambridge
Verizon North	HANCOCK	Arlington
Verizon North	HANCOCK	Jenera
Verizon North	HANCOCK	McComb
Verizon North	HANCOCK	Mount Blanchard
Verizon North	HANCOCK	Rawson
Verizon North	HANCOCK	Van Buren
Verizon North	HARDIN	Forest
Verizon North	HARRISON	Bowerston
Verizon North	HARRISON	Cadiz
Verizon North	HARRISON	Freeport
Verizon North	HARRISON	Jewett
Verizon North	HARRISON	Scio
Verizon North	HIGHLAND	Greenfield
Verizon North	HIGHLAND	Leesburg
Verizon North	HIGHLAND	Lynchburg
Verizon North	HIGHLAND	Mowrystown

Verizon North	HIGHLAND	Sinking Spring
Verizon North	HOCKING	Laurelville
Verizon North	HOCKING	Logan
Verizon North	HOLMES	Berlin
Verizon North	HOLMES	Lakeville
Verizon North	HURON	Bellevue
Verizon North	HURON	Greenwich
Verizon North	HURON	Monroeville
Verizon North	HURON	New London
Verizon North	HURON	Norwalk
Verizon North	HURON	Wakeman
Verizon North	HURON	Willard
Verizon North	JACKSON	Jackson
Verizon North	JACKSON	Oak Hill
Verizon North	JACKSON	Wellston
Verizon North	JEFFERSON	Adena
Verizon North	JEFFERSON	Amsterdam
Verizon North	JEFFERSON	Bergholtz
Verizon North	JEFFERSON	Brilliant
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant
Verizon North	JEFFERSON	Knoxville
Verizon North	JEFFERSON	Richmond
Verizon North	JEFFERSON	Smithfield
Verizon North	JEFFERSON	Tiltonsville
Verizon North	LAWRENCE	Chesapeake
Verizon North	LORAIN	Grafton
Verizon North	LORAIN	North Eaton
Verizon North	LORAIN	Oberlin
Verizon North	LORAIN	Wellington
Verizon North	LUCAS	Curtice-Oregon
Verizon North	LUCAS	Sylvania
Verizon North	MADISON	Resaca
Verizon North	MARION	Green Camp
Verizon North	MARION	Larue
Verizon North	MARION	Marion
Verizon North	MARION	Morral
Verizon North	MARION	Prospect
Verizon North	MARION	Waldo
Verizon North	MEDINA	Brunswick
Verizon North	MEDINA	Chatham
Verizon North	MEDINA	Homerville
Verizon North	MEDINA	Lodi
Verizon North	MEDINA	Medina
Verizon North	MEDINA	Seville
Verizon North	MEDINA	Sharon Center
Verizon North	MEDINA	Spencer
Verizon North	MEDINA	Valley City
Verizon North	MEDINA	Wadsworth
Verizon North	MEDINA	Westfield Center
Verizon North	MEIGS	Letart Falls
Verizon North	MEIGS	Pomeroy
Verizon North	MEIGS	Portland

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Verizon North	MERCER	Celina
Verizon North	MERCER	Coldwater
Verizon North	MERCER	Fort Recovery
Verizon North	MERCER	Maria Stein
Verizon North	MERCER	Mendon
Verizon North	MIAMI	Laura
Verizon North	MIAMI	Tipp City
Verizon North	MIAMI	Troy
Verizon North	MIAMI	West Milton
Verizon North	MONTGOMERY	Brookville
Verizon North	MONTGOMERY	Englewood
Verizon North	MONTGOMERY	Farmersville
Verizon North	MONTGOMERY	Liberty
Verizon North	MONTGOMERY	New Lebanon
Verizon North	MONTGOMERY	Phillipsburg
Verizon North	MONTGOMERY	Trotwood
Verizon North	MUSKINGUM	New Concord
Verizon North	NOBLE	Caldwell
Verizon North	NOBLE	Dexter City
Verizon North	NOBLE	Summerfield
Verizon North	OTTAWA	Elmore
Verizon North	OTTAWA	Genoa
Verizon North	OTTAWA	Marblehead
Verizon North	OTTAWA	Oak Harbor
Verizon North	OTTAWA	Port Clinton
Verizon North	OTTAWA	Put-In-Bay
Verizon North	PAULDING	Antwerp
Verizon North	PAULDING	Payne
Verizon North	PICKAWAY	Ashville
Verizon North	PICKAWAY	Circleville
Verizon North	PICKAWAY	Williamsport
Verizon North	PIKE	Beaver
Verizon North	PIKE	Idaho
Verizon North	PIKE	Piketon
Verizon North	PIKE	Waverly
Verizon North	PORTAGE	Garrettsville
Verizon North	PREBLE	Gratis
Verizon North	PREBLE	Lewisburg
Verizon North	PREBLE	West Alexandria
Verizon North	RICHLAND	Plymouth
Verizon North	SANDUSKY	Clyde
Verizon North	SANDUSKY	Gibsonburg
Verizon North	SANDUSKY	Helena
Verizon North	SCIOTO	Portsmouth
Verizon North	SENECA	Attica
Verizon North	SENECA	Bettsville
Verizon North	SENECA	Bloomville
Verizon North	SENECA	Republic
Verizon North	STARK	Beach City
Verizon North	STARK	Brewster
Verizon North	STARK	Minerva
Verizon North	STARK	Paris

Verizon North	STARK	Wilmot
Verizon North	SUMMIT	Montrose [SUM]
Verizon North	TUSCARAWAS	Baltic
Verizon North	TUSCARAWAS	Bolivar
Verizon North	TUSCARAWAS	Mineral City
Verizon North	TUSCARAWAS	New Philadelphia
Verizon North	TUSCARAWAS	Strasburg
Verizon North	UNION	Sugarcreek
Verizon North	UNION	Plain City
Verizon North	VAN WERT	Richwood
Verizon North	VAN WERT	Convoy
Verizon North	VAN WERT	Ohio City
Verizon North	VAN WERT	Scott
Verizon North	VINTON	Willshire-Wren
Verizon North	VINTON	McArthur
Verizon North	WASHINGTON	Wilkesville
Verizon North	WASHINGTON	Barlow
Verizon North	WASHINGTON	Beverly
Verizon North	WASHINGTON	Lowell
Verizon North	WASHINGTON	Lower Salem
Verizon North	WAYNE	Watertown
Verizon North	WAYNE	Burbank
Verizon North	WAYNE	Congress
Verizon North	WAYNE	Creston
Verizon North	WAYNE	West Salem
Verizon North	WILLIAMS	Bryan
Verizon North	WILLIAMS	Edgerton
Verizon North	WILLIAMS	Edon
Verizon North	WILLIAMS	Evansport
Verizon North	WILLIAMS	Montpelier
Verizon North	WILLIAMS	Pioneer
Verizon North	WILLIAMS	West Unity
Verizon North	WOOD	Bowling Green
Verizon North	WOOD	Grand Rapids
Verizon North	WOOD	Haskins-Tontogany
Verizon North	WOOD	North Baltimore
Verizon North	WOOD	Pemberville
Verizon North	WOOD	Wayne-Bradner
Verizon North	WYANDOT	Weston
Verizon North	WYANDOT	Carey
Verizon North	WYANDOT	Harpster
Verizon North	WYANDOT	Nevada
Verizon North	WYANDOT	Wharton

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Exhibit G-6 Mirroring Statement

Zayo Bandwidth will mirror the entire ILEC exchanges for both serving area and local calling areas.