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BEFORE THE ARIZONA CORPORATION COMMISSION

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MAR 15 2011

SANDRA D. KENNEDY
Commissioner

DOCKETED BY

BRENDA BURNS
Commissioner

IN THE MATTER OF THE APPLICATION)
OF ZAYO GROUP, LLC FOR APPROVAL)
OF A CERTIFICATE OF CONVENIENCE)
AND NECESSITY FOR INTRASTATE)
TELECOMMUNICATIONS SERVICES FOR)
RESOLD AND FACILITIES-BASED)
INTRALATA AND INTERLATA PRIVATE)
LINE SERVICES)

DOCKET NO. T-20783A-11-0024
AMENDMENT TO APPLICATION

Based on discussions with Commission Staff, Zayo Group, LLC files the attached tariff to replace the tariff submitted with Zayo's Application dated January 20, 2011.

RESPECTFULLY SUBMITTED this 15th day of March 2010.

LEWIS AND ROCA LLP

Michael T. Hallam
40 North Central Avenue
Phoenix, AZ 85004

Attorneys for Zayo Group, LLC

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ORIGINAL and thirteen (13) copies
of the foregoing filed this 15th day
of March, 2011, with:

Arizona Corporation Commission
Hearing Division – Docket Control
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered
this 15th day of March, 2011, to:

Honorable Yvette Kinsey
Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

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Arizona Corporation Commission
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Armando Fimbres, Director
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Arizona Corporation Commission
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Phoenix, Arizona 85007



ZAYO GROUP, LLC
400 Centennial Parkway, Suite 200
Louisville, CO 80027

RATES, RULES AND ADMINISTRATIVE REGULATIONS
FOR FURNISHING
INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF ARIZONA

FILED WITH THE ARIZONA CORPORATION COMMISSION

Issued: January __, 2011

Effective: _____, 2011

Peter Chevalier, Associate General Counsel
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CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between 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:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- 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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Explanation of Symbols

- (C) – To signify changed administrative regulation
- (D) – To signify a discontinued rate, administrative regulation or test
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate, regulation or other text or new test
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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DEFINITIONS

“Access Line” refers to facilities and transmission path used to create a telecommunications connection from a network device to the serving center and composing the local loop.

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Carrier,” “Company” or “Utility” refers to Zayo Group, LLC.

“Central office” refers to a switching unit that provides central office telecommunications services to the general public having the necessary equipment and operating arrangements for terminating Access Lines and trunks or trunks only.

“Commission” refers to the Arizona Corporation Commission.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“Facility” refers to one or all of the elements of a physical plant used to provide telecommunications services.

“Grade of Service” refers to the type of service furnished to a Customer with respect to the functionality and capabilities of the service offering.

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DEFINITIONS (Cont'd)

"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"ICB" refers to pricing arrangements made on an individual case basis.

"Local Access Transport Area ("LATA")" refers to 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.

"On-Net" refers to services where all originating and terminating points are on Company owned or operated facilities.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Switching" refers to the machines that switch telephone calls from/to other telephones or trunks.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

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SECTION 1. APPLICATION OF TARIFF

- 1.1.1 This tariff governs the services provided by Zayo Group, LLC that originate and terminate within the State of Arizona. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 1.1.4 The Company's services are available to large enterprise, government and wholesale Customers only. The Company's obligation to furnish, or to continue to furnish, telecommunications service is subject to availability and dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights of way and facilities required to furnish and maintain that service.

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SECTION 2. RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive telecommunications services provided by the Company in the State of Arizona.

2.2 Obligations of the Customer**2.2.1 The Customer shall be responsible for:**

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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 prior to any construction or installation work.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.5 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 the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 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:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

- (A) 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 Company'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 Company, shall not result in the imposition of any liability upon Company.

- (B) 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

- (C) 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. Company 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 Company, that furnishes services, facilities, or equipment used in connection with Company's services or facilities.
- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, COMPANY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.2 Limitation of Liability

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

2.3.2.2 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, acts of God, 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)

2.3 Liability of the Company (Cont'd)

2.3.3 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event the Company plans to exit a current region, the Company shall provide Customer with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service**

- 2.5.1 Company will bill Customer monthly, unless there is a contract for a longer billing period, with recurring charges being billed in advance and any usage charges billed in arrears. All amounts due Company are payable in full within thirty (30) days ("Due Date") from the date of invoice ("Bill 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 or the highest lawful rate, whichever is lower, until paid. In addition, invoices 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 payment and any additional charges that may be imposed to restore service, have been paid. Customer agrees to pay all costs incurred by Company in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and Company shall notify Customer and allow five (5) days for Customer to cure a monetary breach, and if default remains uncured, Company may 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, unless there is a contract for a longer billing period, 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

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 recurring 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.

2.6 Customer Deposits

2.6.1 The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment.

A deposit shall not exceed an estimated two months gross bill or existing two months bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that utility, except as herein restricted:

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)**

- 2.6.1.1 A Customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that Customer's credit history.
- 2.6.1.4 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded or service is terminated. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be credited using the interest rate applicable to each time period.
- 2.6.1.5 The rate of interest to be paid on Customer deposits is equivalent to the rate paid on 2-year U.S. treasury notes for the preceding 12 months ending December 31 of any year.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)****2.6.2 Return of Deposit**

Upon termination of service, the deposit with accrued interest shall be credited to the Customer's final invoice and the balance shall be returned within 45 days to the Customer.

2.6.3 Guarantee of Payment

The Utility may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Utility whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the Utility, or at the guarantor's request upon 60 days' written notice to the Utility. Upon termination of a guarantee contract or whenever the Utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Arizona Rules. The Utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

2.7.1 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 Company within forty-five (45) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Customers may register any inquiry or complaint at:

Zayo Group, LLC
400 Centennial Parkway, Suite 200, Louisville, Colorado 80027
Telephone: (800) 390-6094
Email: billing@zayo.com
Web: www.zayo.com/

2.7.3 Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to the:

Arizona Corporation Commission – Consumer Services Division
Web: www.azcc.gov

Phoenix Office:

1200 West Washington Street, Phoenix, Arizona 85007-2927
Telephone: (800) 222-7000

Tucson Office:

400 West Congress Street, Tucson, Arizona 85701-1347
Telephone: (800) 535-0148

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company which become unavailable due to a Service Outage, as defined below, for reasons other than an Excused Outage, as defined below, Customer will be entitled to a service credit off of the monthly recurring charge (“MRC”) for the affected circuit(s) based upon the cumulative length of time of the Service Outage in a given month as set forth below:

Length of Service Outage (in hrs:mins:secs)	Credit for Protected Services	Credit for Unprotected Services
0:00:01 – 1:00:00	0%	0%
1:00:01 – 2:00:00	2%	0%
2:00:01 – 3:00:00	5%	0%
3:00:01 – 4:00:00	10%	0%
4:00:01 – 8:00:00	20%	10%
8:00:01 or greater	50%	20%

2.8.2 For purposes of this Section, “Service Outage” means the break in transmission measured from the first ten (10) consecutive severely erred seconds (“SEs”) on the affected Zayo circuit until the first ten (10) non-SEs which is known by Zayo. An SE is measured with a bit error ratio of greater than or equal to 1 in 1000. To be eligible for a credit under this Section, the Service Outage must last for more than sixty (60) consecutive minutes. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next invoice to Customer. If the Customer reports Services or a facility or circuit to be unavailable but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Allowance for Interruptions in Service (Cont'd)**

2.8.3 Service credits shall not apply to "Excused Outages", which are defined as outages (i) caused by the negligence or acts of Customer and/or its End User, affiliates, agents or representatives, (ii) the failure or malfunction of equipment or systems that are owned or controlled by Customer or Customer's agents or other third party (including off-net facility providers); (iii) a Force Majeure event; (iv) during any period in which Zayo is not given access to the Service Premises; or (v) a Planned Service Outage, including planned network testing or maintenance, and unscheduled emergency maintenance, alteration or implementation.

2.8.4 Customer shall provide a written request for a service credit within sixty (60) days after the Service Outage occurs. If Zayo confirms the Service Outage qualifies for a credit hereunder, Zayo will grant the service credit within thirty (30) days from receipt of said notice. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance. Zayo agrees to provide a written Service Outage report within three (3) business days when requested by Customer. The service outage report will identify the impaired Circuit(s), the beginning and ending time/date of the Service Outage and the root cause of the Service Outage. The maximum service credit in a calendar month for any affected circuit shall not exceed 50% of the corresponding MRC for the affected circuit.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes, Fees and Surcharges

2.9.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, real estate tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$35.00 per occurrence.

2.11 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

2.12.1 Disconnection of Service Without Notice

Company 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 Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Company 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.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. 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.

2.12.2.1 The Company may disconnect service for any of the following reasons 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:

2.12.2.1.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.

2.12.2.1.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.

2.12.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1.E 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 five (5) days notice, in which to make settlement before his service is denied.

2.12.2.1.F Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

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 2. RULES AND REGULATIONS (Cont'd)

2.15 Overcharge/Undercharge

2.15.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.15.2 When a Customer has been undercharged, the undercharged amount shall be invoiced to Customer and such invoiced amount shall be payable over a six (6) month period.

2.16 Notices

2.16.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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SECTION 3. DESCRIPTION OF SERVICES**3.1 General**

The various types of service offered by the Company are described below. The Company's services are billed at predetermined monthly rates, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the service is provided. Any optional features and extraordinary installation costs other than recurring and nonrecurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 3.6.

3.2 Service Configurations

There are two types of service configuration over which Company's services Ethernet and TDM are provided: point-to-point and multipoint service.

3.2.1 Point-to-Point Service

Point-to-Point Service connects two premises designated by the Customer, either on a directly-connected basis, or through a hub where multiplexing functions are performed.

3.2.2 Multipoint Service

Multipoint Services connect three or more premises designated by the Customer through a Company hub. While there is no limitation on the number of locations that may be connected through multipoint service, the quality of service may be degraded when more than three points are connected. Multipoint services may be provided where it is technically possible to provide those services. However, if the Company determines that the requested multipoint service is not feasible, the Customer will be notified and provided an opportunity to change the order within forty-five (45) days.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Descriptions and Technical Specifications

The Company offers the following services:

3.3.1 Ethernet Service

The Company provides point-to-point broadband communications services through 100Mbps, 1Gbps, and 10Gbps Ethernet circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

3.3.2 Point-to-Point and Hub/Tail TDM Services

The Company provides high-speed point-to-point and hub/tail broadband communications services through DS3, OC3, OC12, and OC-48 TDM circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company. Services are typically provisioned over a SONET-ring network architecture.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.3 Primary Rate ISDN (PRI) Service**

Primary Rate Interface Service (PRI) provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Switched Telephone Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

PRI Service also includes access to emergency services (e.g., 911 and E911), Operator Services, Directory Assistance and Telephone Relay Service.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.4 DID Trunk Service**

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the Customer's PBX or similar equipment to route the calls directly to individual stations corresponding to each individual DID number. DID Service requires some transport service and can be added to PRI, Point to Point TDM, or Ethernet.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.5 Calling Features for PRI and DID Service**

The following calling features are available with PRI and DID Services:

3-Way Calling - This feature allows the customer to connect a third party call to an existing call.

Call Forward Busy - This feature allows the customer to designate a telephone number to which their calls will be forwarded to in the event that their number is already in use. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Call Forward No Answer - This feature allows the customer to designate a telephone number to which their calls are forwarded to after a predetermined time with no answer. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Call Forward Variable - This feature enables a customer to program their telephone to forward their calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Caller ID - This feature permits the display of a caller's telephone number on a Customer Premise Equipment display unit. Calling party information may indicate the directory number of the calling party or show that the number of the calling party is private or unavailable.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.5 Calling Features for PRI and DID Service**

Caller ID With Name - This feature permits the display of a listed name associated with telephone number from which the call is being made. The name and number will be delivered to a customer-provided display device.

Call Waiting/ Cancel Call Waiting - The Call Waiting feature enables a customer already on a call to be notified of another call by the sound of a Call Waiting tone. The customer depresses the switchhook to answer the new call, placing the original call on hold. The Cancel Call Waiting feature enables a customer to deactivate the Call Waiting feature. There is no additional charge for the Cancel Call Waiting feature.

Call Return - This feature redials the number of the most recent incoming call to the Customer's telephone number. This feature is activated when the user dials *69. The number of the most recent incoming call will then be dialed for up to 30 minutes and the user will be signaled with a special ring if the called number becomes available. The user will be charged each time this feature is activated, regardless of whether the called party answers. Calls completed with this feature will be subject to all appropriate local, local toll and/or long distance charges. This feature cannot be activated when the number of the most recent incoming call has call or line blocking or is otherwise unavailable. The following limitations apply to the Call Return function:

- 3-Way Calling: Call Return will only work for the first party called, not for the second.
- Call Return will not work to call a customer who has Call Forwarding Variable, or to call a toll-free, 900 or private number.
- Repeat Dialing cannot be used right after Call Return is used, unless the user dials an outgoing call.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.6 Intralata/Interlata Toll Presubscription**

IntraLATA/InterLATA toll presubscription is a procedure whereby a Customer may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Arizona without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the Customer preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by a Customer is subject to the terms and conditions in Section 3.3.7.

3.3.7 Presubscription Charge Application**3.3.7.1 Initial Free Presubscription Choice for Customers**

New customers (including an existing customer who orders an additional line) who subscribe to PRI service will be asked to select a primary ITP when they place an order for PRI Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls until such time as the customer has notified the Company that it has selected a primary ITP.

Initial free selections available to Customers are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.8 Directory Listing Service**

The Company will provide Customer a single directory listing to PRI/DID subscribers consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3.9 Directory Assistance Service

Company will connect PRI Service Customers to Directory Assistance (DA) for a fee as set forth in Section 4.5. 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).

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 Service Descriptions and Technical Specifications (Cont'd)****3.3.10 Operator Services**

Operator services are obtained by dialing "0", which will be answered by an operator. Calls placed dialing "00" will be answered by the operator of the designated long distance interexchange carrier. Charges for operator services provided by Company's underlying operator service provider will be billed on a pass through basis on the customer's monthly billing statement from Company.

Customers may receive bills directly from other operator service providers whose services the customer may use.

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.3.11 Intercept Services

Customers may request intercept service whenever the Customer's telephone number is changed. The Company shall provide the caller with information on how to obtain the new number with the intercept recording.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Rate Categories

There are six rate categories that may apply to the Company's Services.

3.4.1 Monthly Recurring Charges ("MRC")

Monthly Recurring Charges are charges invoiced to the Customer that occur each month during the term of the services ordered by the Customer.

3.4.2 Nonrecurring Charges ("NRC")

Nonrecurring Charges are one-time charges to the Customer that do not occur on a recurring basis. Service installation charges, special construction and customer premise visits are included in Nonrecurring Charges.

3.4.3 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

Additional construction costs

Building space rental or rights-of-way costs

Additional equipment

Special facilities routing

In these cases, the Customer will be billed additional charges on an ICB.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Rate Categories (Cont'd)

3.4.4 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply to Customers that subscribe to substantial volumes of the Company's services.

3.4.5 Term Discounts

Customers will be eligible for discounts for executing agreements for services for one to ten years.

3.4.6 Usage

Customers purchasing Business Local Exchange Service may incur usage charges on a per call or per minute basis.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Application of Rate Elements

The rate categories described in this Tariff will be applied as follows, when applicable:

3.5.1 Point-to-Point Services

Flat rate MRC/NRC

Optional Features and Functions
Extraordinary Charges
Volume Discounts
Term Discounts

3.5.2 Multipoint Services

Flat rate MRC/NRC

Optional Features and Functions
Extraordinary Charges
Volume Discounts
Term Discounts

3.5.3 PRI/DID Services

Flat rate MRC/NRC per line

Optional Features and Functions
Usage
Extraordinary Charges
Volume Discounts
Term Discounts

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Contract Rates – Special Pricing Arrangements – ICB**

3.6.1 In lieu of the rates, terms and conditions set forth in this Tariff, rates and charges may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the term of which will be set forth in individual Customer contracts. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly-situated Customers on a non-discriminatory basis.

3.6.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the telephone company, at the Company's option.

3.7 Taxes**3.7.1 Sales, Use and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

3.8 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service no previously subscribed to by the Customer.

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SECTION 4. RATES AND CHARGES

4.1 General Regulations

4.1.1 Except as specifically indicated, the rates set forth in this section are for services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request (i) changes to pending orders, (ii) rearrangements to existing service, and (iii) order completion sooner than standard intervals. For changes to pending orders and existing services, the Customer will be required to reimburse the Company for any third party costs incurred to provision such service changes plus a maximum amount per service or line as outlined below. To expedite an order, the customer will be required to reimburse the Company for any third party costs incurred to expedite the order plus a maximum amount per service or line as outlined below.

Ethernet Services

Change Fee - \$800 per service

Expedite Fee - \$1000 per service

TDM Services

Change Fee - \$800 per service

Expedite Fee - \$1000 per service

PRI & DID Services

Change Fee - \$50 per line

Expedite Fee - \$500 per line

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Nonrecurring Charge

Non recurring charges will be charged on a time and materials basis.

4.3.1 Customer Premise Visits

For customer premise visits, Company will charge on an hourly basis, rounded to the next 15 minute interval with the below minimums.

1. M-F (business hours 8am-5pm local premise time) - Maximum \$120 per hour with a 2 hour minimum
2. M-F (out of business hours) and weekends - Maximum \$150 per hour with a 4 hour minimum
3. Holidays - Maximum \$200 per hour with a 4 hour minimum

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SECTION 4. RATES AND CHARGES (Cont'd)**4.4 Special Construction****4.4.1. Bases for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

4.4.2 The costs referred to in Section 4.4.1 may include one or more of the following items to the extent that they are applicable:

- A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing, and related fees;
- F. tariff preparation, processing, and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Rates

4.5.1 Point-to-Point and Multipoint Services

4.5.1.1 Metro Phoenix Recurring Charges (on-net circuit originates and terminates in the Phoenix market)

	<u>Maximum</u>
DS3 Point to Point	\$1,040
OC3 Point to Point	\$2,595
OC12 Point to Point	\$5,973
OC12 Hub	\$4,100
OC48 Hub	\$8,200
DS3 Tail	\$500
OC3 Tail	\$1,300
OC12 Tail	\$3,000
100Mb Point to Point	\$1,890
1000Mb Point to Point	\$7,290

4.5.2 Service Elements

4.5.2.1 Metro Phoenix Nonrecurring Charges (on-net only)

	<u>Maximum</u>
DS3 Point to Point	\$1,000
OC3 Point to Point	\$2,000
OC12 Point to Point	\$3,000
OC12 Hub	\$3,000
OC48 Hub	\$5,000
DS3 Tail	\$1,000
OC3 Tail	\$2,000
OC12 Tail	\$3,000
100Mb Point to Point	\$2,000
1000Mb Point to Point	\$5,000

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SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Rates (Cont'd)

4.5.3 Primary Rate Interface Service

Maximum non-recurring and monthly rates per PRI Service apply as follows:

<u>Month to</u> <u>Month</u>	<u>Non-</u> <u>Recurring</u>	<u>Monthly Recurring</u>
Voice/Data Digital Data Inward Data	\$1,000.00	\$850.00
<u>12 Months</u> Voice/Data Digital Data Inward Data	\$750.00	\$750.00
<u>24 Months</u> Voice/Data Digital Data Inward Data	\$750.00	\$675.00
<u>36 Months</u> Voice/Data Digital Data InwardData	\$750.00	\$600.00

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SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Rates (Cont'd)

4.5.4 DID Trunk Service

	<u>Maximum Non-Recurring</u>
Service Order Charge	\$34.50
Line Connection Charge, per trunk	\$20.35
Central Office Trunk per trunk	\$24.50

	<u>Maximum Monthly Recurring</u>		
	Maximum Non- Recurring	Measured	Message
DID Trunk Termination	\$250.00	\$42.50	\$52.50

4.5.5 Calling Features for PRI and DID Service

	<u>Maximum Charges Non-Recurring</u>
3-Way Calling	\$15.00
Call Forward Busy	\$15.00
Call Forward No Answer	\$15.00
Call Forward Variable	\$15.00
Caller ID	\$15.00
Caller ID With Name	\$15.00
Call Waiting/ Cancel Call Waiting	\$15.00
Call Return	\$15.00

	<u>Maximum Per Use Charge</u>
3-Way Calling	\$6.00
Call Return	\$6.00

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SECTION 4. RATES AND CHARGES (Cont'd)

4.5 Rates (Cont'd)

4.5.5 Directory Listings

One directory listing is included with PRI/DID Services.

Each additional directory listing is subject to a maximum non-recurring charge of \$25.00 and maximum monthly recurring charge of \$8.00.

4.5.6 Directory Assistance

	Maximum <u>Non-Recurring Charge</u>
Customer Dialed DA	\$3.00
Operator Dialed DA	\$4.00

4.5.7 Operator Service

	Maximum <u>Non-Recurring Charge</u>
Operator Station-to-Station	\$7.00
Person-to-Person	\$9.00

4.5.8 Miscellaneous Charges

	Maximum <u>Non-Recurring Charge</u>
PIC Change	\$8.00
Intercept Services	
Direct Cut Through	\$15.00
Cut Through With Referral	\$17.00

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