

ZAYO GROUP, LLC
P.S.C. NO. 1 TELEPHONE
Initial Effective Date: September 15, 2012

Leaf No. 1
Revision: 0
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ZAYO GROUP, LLC

INTEREXCHANGE SERVICES TARIFF

**REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING THE PROVISION OF
INTEREXCHANGE SERVICE
APPLYING TO POINT-TO-POINT
WITHIN THE STATE OF NEW YORK**

**THIS TARIFF SUPERSEDES IN ITS ENTIRETY TELEPHONE
TARIFF NY P.S.C. NO. 1 CURRENTLY FILED BY ZAYO BANDWIDTH, LLC.**

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CHECK SHEET

The leaves of this Tariff are effective as of the date shown below. Original leaves comprise all changes from the original tariff in effect on the date indicated.

<u>Leaf</u>	<u>Revisions</u>	<u>Leaf</u>	<u>Revisions</u>
1	Original*	31	Original*
2	Original*	32	Original*
3	Original*	33	Original*
4	Original*	34	Original*
5	Original*	35	Original*
6	Original*	36	Original*
7	Original*	37	Original*
8	Original*	38	Original*
9	Original*	39	Original*
10	Original*	40	Original*
11	Original*	41	Original*
12	Original*	42	Original*
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14	Original*	44	Original*
15	Original*	45	Original*
16	Original*	46	Original*
17	Original*	47	Original*
18	Original*	48	Original*
19	Original*	49	Original*
20	Original*	50	Original*
21	Original*	51	Original*
22	Original*	52	Original*
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24	Original*	54	Original*
25	Original*		
26	Original*		
27	Original*	Addenda	
28	Original*	A-1	Original*
29	Original*	A-2	Original*
30	Original*		

* Indicates new or revised page with this filing.

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CHECK SHEET

RESERVED FOR FUTURE USE

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APPLICATION OF TARIFF

This Tariff applies to the intrastate services supplied to Customers for origination and termination of traffic to and from the facilities and wire centers of Zayo Group, LLC ("Company").

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origin and termination are located within the State of New York.

SERVICES OFFERED

Company is a facilities based provider of wholesale telecommunications services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of New York. Company may also lease its dedicated and private line communications infrastructure to enterprise customers for high-bandwidth, secure voice, video and data networks.

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EXPLANATIONS OF SYMBOLS USED IN THIS TARIFF

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

- (I) To signify increased rate
- (C) To signify changed regulations
- (D) To signify discontinued rate or regulation
- (M) To signify material relocated from one page to another without change
- (N) To signify new material

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1. DEFINITIONS

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

Access Services - The Company's intrastate communications services offered pursuant to this tariff.

Application for Service - An application that includes all pertinent billing, technical and other descriptive information that will enable the Company, Zayo Group, LLC, to provide the specified communications services.

Authorized User - A person, firm, corporation or other entity authorized by the Customer to receive or send communications. Where the term "Customer" is used throughout this Tariff it is considered to also include an Authorized User.

Channel or Circuit - A communications path or paths between two or more points

Commission - New York Public Service Commission

Company - Zayo Group, LLC

Customer - The person, firm, corporation, or other entity which orders service under this Tariff and which is responsible for the payment of charges and for compliance with the Company's regulations.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Data - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

DS-3 - Digital Signal Level 3 service, a 44.735 Mbps signal.

Expedite - A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FCC - Federal Communications Commission

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Installation - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

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1. DEFINITIONS (Cont'd)

Installation Charge - A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interruption - A condition whereby the service or portion of service is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative, and ending at the time of restoration.

Intrastate Service - Provides for a point-to-point communications path between a Customer's premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

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.

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

Non-recurring Charges - One time charges

Off-Net – Services which have an originating or terminating point on non-Company owned or company leased facilities.

On-Net – Services which have an originating and terminating point on Company owned facilities

Physical Change - The modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination

Premises - The space designated by a Customer at its, or its Authorized User's, place or places of business for termination of Company service whether for the Customer's or its Authorized User's communications needs.

Nonrecurring Charge - A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

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1. DEFINITIONS (Cont'd)

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

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

Service Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

Service Point of Demarcation - The location or locations where the Company's equipment is interconnected with the facilities provided by the Customer.

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2. REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish dedicated point to point access in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.
- 2.1.3 The obligation of the Company to furnish service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this Tariff. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of a lack of facilities or due to any other cause beyond the Company's control.
- 2.1.4 Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company shall only be responsible for installation, operation and maintenance of the service it provides and the Company 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.
- 2.1.5 The Company reserves the right, upon written notice, to discontinue furnishing service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the service in violation of the provisions of this Tariff, an ICB arrangement, or applicable law.

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2. REGULATIONS (Cont'd)

2.2 Terms and Conditions

- 2.2.1 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis.
- 2.2.2 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless 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 Tariff 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.
- 2.2.4 [RESERVED FOR FUTURE USE]
- 2.2.5 Choice of Law. This Tariff shall be interpreted and governed by the laws of the State of New York regardless of its choice of laws provision.
- 2.2.6 Installation. The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00 PM and under normal non-hazardous working conditions.

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.

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2. REGULATIONS (Cont'd)

2.2 Terms and Conditions (Cont'd)

2.2.7 Inspection and Testing.

2.2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the service at any time, without liability to Company, because of Customer's departure from any of the Tariff requirements.

2.2.7.2 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 (10) 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.

2.2.7.3 Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made. The Company may interrupt the service at any time, without liability, because of Customer's departure from any of the rules and regulations in this Tariff.

2.2.8 Continuity of Service. 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.

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2. REGULATIONS (Cont'd)

2.2 Terms and Conditions (Cont'd)

- 2.2.9 Ownership of Facilities. Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.
- 2.2.10 Transfers and Assignments. The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of Company.
- 2.2.11 Use of Service or Channels for Unlawful Purpose. The services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose.
- 2.2.12 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

2.3 Liability of Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

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2. REGULATIONS (Cont'd)

2.3 Liability of Company (Cont'd)

- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service.
- 2.3.3 The Company will not be responsible for any lost profits of the Customer or against the Customer by any other party, even if made aware of the possibility of such lost profits.
- 2.3.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.3.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.
- 2.3.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.

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2. REGULATIONS (Cont'd)

2.3 Liability of Company (Cont'd)

- 2.3.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.3.8 The Company shall not be liable for, and shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to Acts of God: fire, flood, earthquakes, hurricanes, tornadoes, atmospheric conditions or other phenomena of nature, such as radiation; civil disorders: national emergencies, insurrections, riots or wars; labor problems; strikes, lockouts, or work stoppages. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.3.9 THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, AN IMPLIED WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), REGARDING ANY SERVICE PROVIDED UNDER THIS TARIFF. THE COMPANY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.
- 2.3.10 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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 such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

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2. REGULATIONS (Cont'd)

2.3 Liability of Company (Cont'd)

2.3.11 The Company shall be indemnified and held harmless by the Customer against:

- (a) any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers;
- (b) claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels;
- (c) patent infringement claims arising from combining or connecting Company-furnished channels with apparatus and systems of the Customer; and
- (d) all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.3.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company.

2.3.13 The Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of communications facilities or the Addenda of instruments, apparatus, and associated wiring furnished by Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of the other participating Company's shall be deemed to be agents or employees of Company.

2.3.14 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.

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2. REGULATIONS (Cont'd)

2.3 Liability of Company (Cont'd)

2.3.15 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 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.

2.3.16 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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2. REGULATIONS (Cont'd)

2.4 Credit Allowances for Interruptions in Service

Credit allowances for interruption of Service which are not due to the Company's inspection or testing, to the negligence or willful misconduct of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowance for failure of service starts when Customer notifies Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer. Credits must be requested by the Customer in writing within thirty (30) days after the interruption and may be applied to any amounts then owed by the Customer to the Company.

For the purposes of credit computation, every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/30th of the monthly recurring charge for the services affected for each day or fraction thereof that the interruption continues. No credit shall be given for an interruption of less than twenty-four (24) hours. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period in which the service provided by the Company was rendered useless or substantially impaired.

Without limiting any other provision of this Tariff, no credit allowance will be made for:

- (1) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Tariff by the Customer;
- (2) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (3) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (4) interruption 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; and
- (5) interruption of service during a time period in which the Company provides a satisfactory replacement service.

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2. REGULATIONS (Cont'd)

2.5 Provision of Equipment and Facilities

- 2.5.1 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 Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.5.2 The Company shall use reasonable efforts to maintain 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.
- 2.5.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.5.4 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.
- 2.5.5 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 the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.5.6 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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (a) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by customer-provided equipment.

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2. REGULATIONS (Cont'd)

2.5 Provision of Equipment and Facilities (Cont'd)

2.5.7 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction 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 service;
- c) Over a route other than that which the Company would normally utilize in furnishing of its services;
- d) In a quantity greater than that which the Company would normally construct;

2.6 Prohibited Uses

- 2.6.1 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.
- 2.6.2 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 Commission regulations, policies, orders, and decisions.
- 2.6.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. REGULATIONS (Cont'd)

2.7 Specific Obligations of the Customer

- 2.7.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:
- (a) payment of all charges for services in accordance with this Tariff.
 - (b) reasonable care for the equipment of Company on the Customer's premises;
 - (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
 - (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer;
 - (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
 - (f) 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;
 - (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. 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 may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. REGULATIONS (Cont'd)

2.7 Specific Obligations of the Customer (Cont'd)

2.7.1 (Cont'd)

- (h) 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 prior to any construction or installation work;
- (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.7.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.

2.7.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.7.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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2. REGULATIONS (Cont'd)

2.8 Termination

2.8.1 In the event that service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

2.8.2 Termination Liability

In the event that the Customer terminates service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

- (a) all unpaid non-recurring charges reasonably expended by the 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 incurred prior to disconnection, cancellation or termination, plus
- (d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

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2. REGULATIONS (Cont'd)

2.9 Termination of Service by a Customer

2.9.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

2.9.2 If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

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2. REGULATIONS (Cont'd)

2.10 Termination for Cause by the Company

- 2.10.1 Upon a violation of any law or of the provisions governing the furnishing of service under this Tariff, Company may, without incurring liability, immediately cease the furnishing of such service.
- 2.10.2 Upon nonpayment of any sum owing to Company, Company may, without incurring liability, cease the furnishing of all services upon seven (7) days written notice to Customer. Notice will be deemed received upon actual receipt by the Customer. In the event Company ceases service, Customer shall incur the termination charges as specified in Section 2.8, as well as all reasonable costs of collection.
- 2.10.3 With notice, the Company may disconnect service to any customer for any reason stated below:
- (1) for failure of the Customer to meet the Company's deposit and credit requirements;
 - (2) for failure of the Customer to make proper Application for Service;
 - (3) for the Customer's violation of any of the Company's rules on file with the Commission;
 - (4) when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
 - (5) for failure of the Customer to provide the Company reasonable access to its equipment and property;
 - (6) for the Customer's breach of the contract for service between the Company and the Customer;
 - (7) for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
 - (8) in the event of tampering with the Company's equipment; or
 - (9) in the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company.

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2. REGULATIONS (Cont'd)

2.11 Payment Arrangements

2.11.1 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

2.11.2 Billing and Collection of Charges

The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt.

- (a) Except as otherwise provided in subdivision (b) of this Section, interest at the rate of 1.5% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.
- (b) For billing and collection purposes, every month is considered to have thirty (30) days.
- (c) When service does not begin on the first day of the month, or end on the last day of the month, service will be furnished and billed on a pro rata basis.

Billing and collection services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

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2. REGULATIONS (Cont'd)

2.11 Payment Arrangements (Cont'd)

2.11.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

2.11.4 Deposits

The Company may require 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. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness. Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded.

2.11.5 Surcharges and Taxes

The Customer is responsible for the payment of any local, state or federal sales, excise, access or other surcharges or taxes imposed on or based upon the provision, sale or use of services provided pursuant to this Tariff, unless otherwise exempt as a matter of law.

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2. REGULATIONS (Cont'd)

2.11 Payment Arrangements (Cont'd)

2.11.6 Disputed Bills

All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:

2.11.6.1 First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.11.6.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the New York Public Service Commission. The Commission's address is:

New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223
(518) 474-6530

In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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

2.11.8 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

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2. REGULATIONS (Cont'd)

2.12 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.13 Violation of Regulations

Where any Customer-provided equipment and/or communications system is used with Company's facilities in violation of the provisions of this Tariff, the Company will take such immediate action as may be necessary for its protection and will promptly notify the Customer of the violation. The Customer shall discontinue such use of equipment or communications systems which it provides, or shall correct the violation and confirm in writing to the Company within ten days following notice of violation from Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to Company within the time stated above shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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2. REGULATIONS (Cont'd)

2.14 Flexible Pricing

2.14.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.14.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Addenda with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority

2.15.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.
- b. The TSP program has two components, restoration and provisioning.
 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (Cont'd)

2.15.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety, and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.

- d. Submit the SF 315 to the OPT.
- e. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.15.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.15.2.a. -- 2.15.2.e above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 214.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.15.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.15.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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2. REGULATIONS (Cont'd)

2.15 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.15.6 Preemption

When spare facilities are not available, it may be for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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2. REGULATIONS (Cont'd)

2.16 Critical Facilities Administration

2.16.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.16.2. Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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2. REGULATIONS (Cont'd)

2.16 Critical Facilities Administration (Cont'd)

2.16.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

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2. REGULATIONS (Cont'd)

2.16 Critical Facilities Administration (Cont'd)

2.16.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	\$60.00	\$225.00

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3. DESCRIPTION OF SERVICES

3.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

(a) 44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis ("ICB"). The rates for the operating speeds outlined above are described in Section 4.

3.3 Airline mileage, used in conjunction with the rates in Section 4, is obtained using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. The calculation is generally defined as the square root of the sum of the squares of the differences between the "V" and "H" coordinates, divided by 10. Any fractional miles are rounded to the next whole mile before rates are applied.

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

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3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Trouble Isolation Charges,

The Trouble Isolation Charge applies for time spent on a Customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems.

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed. Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time.

The Customer may be responsible for payment of charges when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company

Charges will be made at the Company's current labor rates including appropriate overheads and are subject to overtime and premium time for work outside of normal Company hours. Charges will be based on a minimum of four hours.

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4. RATES & CHARGES

4.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours per day, seven days per week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring - Installation:	\$625.00	\$1,875.00
Monthly Recurring – Facility:	\$525.00	\$2,500.00
Monthly Recurring – Mileage	\$ 75.00	\$ 250.00

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4. RATES & CHARGES (Cont'd)

4.2 Special Construction

4.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charges (applied on a time and materials basis), recurring type charges, termination liabilities, or combinations thereof.

4.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including 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 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;
- 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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4. RATES & CHARGES (Cont'd)

4.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. 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 local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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5. COLLOCATED INTERCONNECTION

This section contains regulations, terms and conditions for Collocated Interconnection (Collocation) and associated special access transport services as provided by the Company. The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

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6. PROMOTIONAL OFFERINGS

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis.

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7. SPECIAL SERVICES AND PROGRAMS

7.1 Schools and Libraries Program

7.1.1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A schools level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.1 Schools and Libraries Program (Cont'd)

7.1.2. Regulations

1. Obligation of eligible schools and libraries
 - a. Requests for service
 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 3. Services requested will be used for educational purposes.
 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
2. Obligations of the Company
 - a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an Addenda to this tariff.
 - b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
 - c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.1 Schools and Libraries Program (Cont'd)

7.1.3. Discounted Rates for Schools and Libraries

1. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
4. The discount matrix for eligible schools, libraries and consortia is included as an Addenda to this tariff.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 Health Care Providers Support Program

7.2.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

7.2.2. Regulations

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 Health Care Providers Support Program (Cont'd)

7.2.2. Regulations (Cont'd)

- d. Responsibility of eligible health care providers (Cont'd)
 - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - 4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 Health Care Providers Support Program (Cont'd)

7.2.2. Regulations (Cont'd)

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 4, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 7.2.1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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7. SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 Health Care Providers Support Program (Cont'd)

7.2.3. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location;

- a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.