

Zayo Midwest, LLC
LOCAL NICHE SERVICES

REGULATIONS AND SCHEDULE OF CHARGES
FOR BUSINESS AND ENTERPRISE SERVICES

The Company's tariff is in concurrence with all applicable State and Federal Laws and with the Commission's applicable Rules, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Minnesota Public Utilities Commission. Copies are available for inspection at the Company's place of business located at 1401 Wynkoop Street, Suite 500, Denver, CO 80202.

CHECK SHEET

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

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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.A
 - 2.1.1.A.1
 - 2.1.1.A.1(a)
 - 2.1.1.A.1.(a).l
 - 2.1.1.A.1.(a).l.(i)
 - 2.1.1.A.1.(a).l.(i).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.

EXPLANATIONS OF SYMBOLS

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase in rates
- (M) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction in rates
- (T) To signify change in text but no change in rate, rule or condition

APPLICATION OF TARIFF

This Tariff applies to the furnishing of Competitive Access Provider intrastate services supplied to Customers for origination and termination of traffic to and from the facilities and wire centers of Zayo Midwest, 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 Minnesota.

SERVICES OFFERED

Company is a facilities-based provider of wholesale competitive access 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 Minnesota. Company may also lease its dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, secure voice, video and data networks.

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 Midwest, 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 – Minnesota Public Utilities Commission.

Company – Zayo Midwest, 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.

Division - Division of Public Utilities and Carriers.

DOC – Minnesota Department of Commerce.

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.

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.

1. DEFINITIONS (Cont'd)

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.

On-Net - An originating or 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 (Installation Charge) and to subsequent modifications.

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.

1. DEFINITIONS (Cont'd)

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.

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.

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 Choice of Law. This Tariff shall be interpreted and governed by the laws of the State of Minnesota regardless of its choice of laws provision.
- 2.2.5 Installation. The Installation 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 8:00 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 as specified in Section 4.1.

2. REGULATIONS (Cont'd)**2.2 Terms and Conditions (Cont'd)****2.2.6 Inspection and Testing.**

- A. 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.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (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.
- C. The Company shall maintain its systems so as to furnish continuous Service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. 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.

2.2.7 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.

2.2.8 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. REGULATIONS (Cont'd)**2.2 Terms and Conditions (Cont'd)**

- 2.2.9 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.
- 2.2.10 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.
- 2.2.11 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. REGULATIONS (Cont'd)**2.3 Liability of Company**

- 2.3.1 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.
- 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. REGULATIONS (Cont'd)**2.3 Liability of Company (Cont'd)**

- 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 non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.
- 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, active or otherwise, of the Company, its employees, agents or representatives.
- 2.3.8 Except for credit allowances for interruption of Service described in Section 2.4, 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. REGULATIONS (Cont'd)**2.3 Liability of Company (Cont'd)**

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.

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. REGULATIONS (Cont'd)**2.3 Liability of Company (Cont'd)**

- 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 attachment 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.
- 2.3.15 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.
- 2.3.16 Nothing in this Section 2.3 shall be construed to limit the Company's liability in cases of gross negligence or reckless or willful misconduct.

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 Service 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.

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.
- 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. REGULATIONS (Cont'd)

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.

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 a Service Order;
 - (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. REGULATIONS (Cont'd)

2.7 Specific Obligations of the Customer (Cont'd)

- 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.

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.

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.

2. REGULATIONS (Cont'd)**2.10 Termination for Cause by the Company**

- 2.10.1 The company may discontinue service to a customer without notice under the following conditions:
- A. in the event of tampering with the company's equipment;
 - B. 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; or
 - C. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- 2.10.2 The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
- A. for failure of the customer to pay a bill for service when due;
 - B. for failure of the customer to meet the company's deposit and credit requirements;
 - C. for failure of the customer to make proper application for service;
 - D. for customer's violation of any of the company's rules on file with the Commission;
 - E. for failure of the customer to provide the company reasonable access to its equipment and property;
 - F. for customer's breach of the contract for service between the company and the customer;
 - G. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
 - H. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.3 Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.
- 2.10.4 The Company may not discontinue service in cases of insolvency and bankruptcy that are unrelated to the use of the Company's services.

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 (Installation Charges), physical changes, expedites, or for cancellation of orders (Service Order Cancellation) 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, late payment 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.

2.11.3 Advance Payments

An advance payment may be required in addition to a deposit.

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2. REGULATIONS (Cont'd)**2.11 Payment Arrangements (Cont'd)****2.11.4 Deposit and Guarantee Requirements**

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

- A. 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.
- B. 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.
- C. The Company shall not use any credit reports other than those reflecting the purchase of Company 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 bailed 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 Company shall not affect the determination by the Company as to that customer's credit history.
- D. 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. A Company shall 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 deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. Each Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

2. REGULATIONS (Cont'd)**2.11 Payment Arrangements (Cont'd)****2.11.4 Deposit and Guarantee Requirements**

- E. Interest shall be paid on deposits in excess of \$20.00 at the rate set by the Department of Commerce and shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.
- F. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

2.11.5 Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company 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 Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company 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 Section 2.10. The Company 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.

2.11.6 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.

2. REGULATIONS (Cont'd)**2.11 Payment Arrangements (Cont'd)**

2.11.7 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:

- A. 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.)
- B. 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 Commission. The Commission's address is:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 7th Place E Suite 350
St. Paul, MN 55101-2147

651-296-0406 (Within Minnesota)
1-800-657-3782 (Toll Free)
Fax: 651-297-7073
Email: consumer.puc@state.mn.us
Online: <https://mn.gov/puc/consumers/complaint/>

- C. 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.

2.11.8 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. 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.

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 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.

3. DESCRIPTION OF SERVICE (Cont'd)**3.3 Service Descriptions and Technical Specifications**

The Company plans to offer the following services:

3.3.1 100Mbps, 1Gbps, and 10Gbps 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 DS-1 through OC-192 Private Line Service

The Company provides Private Line Service designed to transport high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated Service. This provides point-to-point or point to multi-point dedicated connections between two or more of your locations or local access to an interexchange carrier (IXC) point of presence (POP).

3.3.3 2.5Gbps and 10Gbps Wavelengths

The Company provides point-to-point Wavelength Services 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. 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 on a monthly basis for all months the Service is in place.

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

3.4.3 Channel Terminations

The Channel Termination Rate category provides for the communications path between two Premises designated by a Customer. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's Service is to be connected, and the type of signaling capability (if any). One Channel Termination charge applies per Customer designated Premises at which the Service is terminated.

3.4.4 Channel Mileage

The Channel Mileage Rate category provides for the transmission facilities between two or more Premises designated by a Customer.

3.4.5 Optional Features and Functions

The Optional Features and Functions Rate category provides for optional services which may be added to a Customer's Service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Rate Categories (Cont'd)****3.4.6 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.

3.4.7 Volume Discounts

Where the Customer subscribes to substantial volumes of the Company's Private Line, Ethernet, or Wavelength services, discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply on an individual customer basis.

3.4.8 Term Discounts

Customers will be eligible for discounts for executing Service Orders with terms longer than one year, as follows:

<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
5% discount	10% discount	15% discount

3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Application of Rate Elements

The rate categories described in Section 3.4 of this Tariff will be applied as follows, when applicable:

3.5.1 Point-to-Point Services

- Channel Terminations
- Channel Mileage
- Optional Features and Functions
- Extraordinary Charges
- Volume Discounts
- Term Discounts

3.5.2 Multipoint Services

- Channel Terminations
- Channel Mileage
- Optional Features and Functions
- Extraordinary Charges
- Volume Discounts
- Term Discounts

3. DESCRIPTION OF SERVICES (Cont'd)**3.6 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.

3. DESCRIPTION OF SERVICES (Cont'd)**3.7 Temporary Promotional Programs**

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. Promotional service offerings shall not have a duration period of longer than six months in any rolling twelve month period which commences as of the effective date of the filed promotion. The Company shall file information and details of any such promotional offerings with the Commission.

4. RATES AND CHARGES

4.1 General Regulations

4.1.1 Except as specifically indicated, the rates set forth in this section are for private line 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 changes to pending Service Orders, rearrangements to existing Service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

4.3 Special Construction

4.3.1 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.

4.3.2 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;

4. RATES AND CHARGES (Cont'd)

4.3 Special Construction

- 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; or
- G. any other identifiable costs related to the facilities provided.

4. RATES AND CHARGES (Cont'd)**4.4 Rates**

Rates shown are the maximum rates for On-Net Services in a metropolitan area, where capacity is available.

4.4.1 Ethernet Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
10Mbps	ICB	ICB
20Mbps	ICB	ICB
30Mbps	ICB	ICB
40Mbps	ICB	ICB
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

4.4.2 Private Line Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

4. RATES AND CHARGES (Cont'd)

4.4.3 Wavelength Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
2.5Gbps	ICB	ICB
10Gbps	ICB	ICB

4.4.4 Service Elements

4.4.4.1 Nonrecurring Charges

Administrative Charge: \$ICB

Design and Central Office
Connection Charge: \$ICB