

Morgan Lewis

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July 8, 2025

Via E-Filing

Celeste Chaney-Tucker, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Application of Zayo Network Services, LLC for a Certificate of Authority to Provide Resold and Facilities-Based Local Exchange and Exchange Access Telecommunications Services in the State of Kansas

Dear Executive Director Chaney-Tucker:

Attached for filing with the Commission is the above-referenced Application of Zayo Network Services, LLC ("Applicant").

Pursuant to K.S.A. § 66-1220a and K.A.R. § 82-1-221a, Applicant requests that the Commission treat as confidential **CONFIDENTIAL Exhibits C, E-1, and E-2** (collectively, the "Confidential Information") which are redacted from the public filing. Applicant is submitting a non-redacted, confidential version simultaneously with the public version.

The Confidential Information contains critical financial and business information of Applicant, a privately held company. The disclosure of such information could place the Applicant at a significant competitive disadvantage if it is made available to its competitors. The customer counts in **CONFIDENTIAL Exhibit C** and financial information in **CONFIDENTIAL Exhibits E-1 and E-2** are confidential commercial information and constitute trade secrets under K.S.A. § 60-3320(4), as they are compilations that "(i) derive[] independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) [are] the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

As Applicant is a privately held company, the Confidential Information is not available to the general public. Unrestricted availability of the Confidential Information would provide competitors with information regarding Applicant, which competitors could use to evaluate Applicant's business strategies to Applicant's detriment. Such availability would disclose certain non-public details of the Applicant's financial condition and business and could

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Celeste Chaney-Tucker, Executive Director
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ultimately result in a competitive disadvantage to Applicant. In contrast, confidential treatment will not adversely affect any interested party.

Further, to the extent the Confidential Information has been or may be disclosed to others, Applicant has done so or will do so by way of a confidentiality agreement or similar arrangements, whereby it has been or will be agreed by the parties thereto that the Confidential Information: (i) shall be used solely for purposes relating to the matter specified therein, and (ii) shall be maintained in secure files, separate from public information. Applicant therefore requests that the Confidential Information being provided to the Commission be afforded confidential status.

A \$250.00 check for the filing fee for the above-referenced Application is being sent via overnight courier.

Should you have any questions regarding this filing, please contact my colleague Patricia Cave (patricia.cave@morganlewis.com; 202-739-5767).

Respectfully submitted,

/s/ John A. Kober

John A. Kober (KS Bar No. 11579)

Counsel for Zayo Network Services, LLC

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

_____)	
In the Matter of the Application of)	
)	
Zayo Network Services, LLC)	
)	Docket No. _____
for Certificate of Convenience and Authority)	
to Provide Resold and Facilities-Based Local)	
Exchange and Exchange Access Services)	
Within the State of Kansas)	
_____)	

**APPLICATION OF ZAYO NETWORK SERVICES, LLC
FOR CERTIFICATE OF AUTHORITY TO SERVE AS A
TELECOMMUNICATIONS SERVICES PROVIDER IN KANSAS**

Comes now, Zayo Network Services, LLC (“Zayo Network Services” or “Applicant”), by its undersigned counsel and pursuant to K. S. A. § 66-2005(w) of the Kansas Corporation Commission (“Commission”), representing its intention to engage in the business of a Competitive Local Service Provider in the State of Kansas under the business name of Zayo Network Services, LLC, applies for a Certificate of Convenience and Authority (“Certificate”) to provide facilities-based and resold local exchange and exchange access telecommunications services in the service territories described in this Application within the State of Kansas and making claim that public convenience will be thereby promoted. At this time, Applicant only seeks a Certificate to provide telecommunications services that do not require an interconnection agreement in the State of Kansas.

Applicant, for purposes of verification and in evidence of fitness to operate, offers the following information in support of this application:

- 1. Full, correct name (including d/b/a) of company, firm, association or corporation making this filing.**

Zayo Network Services, LLC

2. Federal Identification Number.

99-2891539

3. Type of Certification requested by applicant.

☒ Competitive Local Exchange Service
☐ Interexchange (long distance or toll) Service
☐ Operator Services and Interexchange (toll) Service
☐ Resale
☐ Facilities-based
☒ Combined Resale and Facilities-based

4. Address (if the mailing address is a P.O. Box number, also provide the actual street address) and telephone number(s) for the principal office of the company and its local office (if any), including 800 customer service number.

Applicant's corporate headquarters is located at:

1401 Wynkoop Street, Suite 500
Denver, Colorado 80202
Tel: 303-381-3239

Written correspondence regarding Applicant should be sent to:

Lauren Lantero
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Tel: 303-381-3239
lauren.lantero@zayo.com

Applicant's toll-free Customer Service Number is 866-364-6033.

5. If individually owned, name of individual doing business under above name.

Not Applicable.

6. Requested serving territory (statewide for toll service; local service may be limited to specific exchange areas due to rural exemption guidelines; and operator services may be limited to specific institutions).

Applicant requests a Certificate to provide facilities-based and resold local exchange and exchange access telecommunications services in the incumbent local exchange carrier service territories of Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T Kansas") and

United Telephone Companies of Kansas, Inc. d/b/a Brightspeed (formerly CenturyLink) (“Brightspeed”), and all other service territories that are currently open to competition.

7. Name, title, address telephone number and email address of person preparing this application.

Correspondence concerning this Application should be directed to Applicants’ attorney:

John Kober (KS Bar No. 11579)
MORGAN, LEWIS & BOCKIUS LLP
1717 Main Street, Suite 3200
Dallas, TX 75201-7347
Tel: 214-466-4105
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john.kober@morganlewis.com

with a copy to:

Catherine Wang
Patricia Cave
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Tel: 202-739-3000
Fax: 202-739-3001
catherine.wang@morganlewis.com
patricia.cave@morganlewis.com

and:

Lauren Lantero
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Tel: 303-381-3239
lauren.lantero@zayo.com

8. Name, title, address, telephone number and email address of Commission/Industry Relations contact.

Following the grant of this Application, the Commission should direct all correspondence to Applicant’s regulatory contact and primary point of contact for customer service. Applicant’s regulatory contact is:

Lauren Lantero
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 Tel: 303-381-3239
lauren.lantero@zayo.com

Applicant's customer service contact is:

Donna Heaston
 Senior Corporate Counsel
 1401 Wynkoop Street, Suite 500
 Denver, CO 80202
 Tel: 763-745-8466
donna.heaston@zayo.com

Applicant's registered agent in Kansas is:

Corporation Service Company
 1100 Southwest Wanamaker Road, Suite 103
 Topeka, KS 66604

9. Organizational Information

In the table below, give name and address of each officer (when an individual holds more than one office, list name for each office held):

Officers of Applicant

<u>Name</u>	<u>Title</u>
Steve Smith	Chief Executive Officer
Jeff Noto	Chief Financial Officer & Treasurer
Lauren Lantero	Chief Legal Officer & Secretary
Robert Merkel	Assistant Treasurer
Gabriela Torresani	Assistant Secretary

All officers can be reached at Applicant's principal place of business provided above.

Applicant does not have any directors.

10. Description of Applicant's operations (provide as Exhibits):

Please see Exhibit A.

11. Applicant's Managerial Qualifications (provide as Exhibits):

Please see Exhibit B.

12. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

Applicant (f/k/a Zayo Northeast, LLC) is currently authorized or registered to provide competitive local exchange, competitive access, and/or interexchange services in Colorado, Connecticut, Delaware, the District of Columbia, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia. Applicant also currently has pending, or plans to file, applications to provide telecommunications services in the following states in addition to Kansas: Arizona, Arkansas, California, Hawaii, Illinois, Louisiana, Nebraska, New Mexico, Oklahoma, and Texas. Please see **CONFIDENTIAL Exhibit C** for a list of the approximate number of customers in each state.

Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

13. Financial Information:

A. Stock

Line No. (a)	Class of Stock Common Or Preferred etc. (b)	No. of Shares Authorized by charter (c)	No. of Shares Act-wally Sold (d)	No. of Shares Can-celled (e)	No. of Shares Held for Resale (f)	No. of Shares Out-standin g (g)	Par Value per Share (h)	Total Amnt. Out-stand-ing per Fin. Stmnt. (i)	Divi-dends Declar ed During Year (J)
1									

Not applicable. As a limited liability company, Applicant does not have capital stock, but membership interests. Please see **Exhibit D** for the ownership structure of Applicant, illustrating graphically the following information: Applicant is a Delaware limited liability company and

wholly owned, indirect subsidiary of Zayo Group, which is a wholly owned, direct subsidiary of Zayo Group Holdings, Inc. (“Holdings” and together with its subsidiaries including Applicant, “Zayo”). Zayo is a leading provider of bandwidth infrastructure and interconnection services over regional and metropolitan fiber networks. These services enable customers to manage, operate, and scale their telecommunications and data networks. Zayo customers consist primarily of wireless service providers, national and regional communications service providers, media/Internet/content companies, governments, banks, and other bandwidth-intensive enterprises. Zayo Group is authorized to provide competitive local exchange, competitive access, and/or interexchange services in the District of Columbia and every state except Alaska. In Kansas, Zayo Group is authorized to provide Local Exchange and Exchange Access Services, pursuant to a Certificate granted in Docket No. 11-ZAYC-561-COC on April 11, 2011, and Interexchange Services, pursuant to a Certificate granted in 11-ZAYC-562-COC on April 8, 2011. Zayo Group subsidiary ENA Healthcare Services, LLC is also authorized to provide Interexchange Services pursuant to a Certificate originally issued to TeleQuality Communications, Inc. in Docket No. 11-TQCC-5 96-COC on May 12, 2011.¹ Under the Zayo brand, Zayo Group’s primary telecommunications service offerings include high-capacity bandwidth services such as private line, Ethernet, and wavelength services. Under the Allstream brand, Zayo Group provides voice services, including TDM-based local exchange and interexchange voice services and VoIP services.

- B. List information concerning the stockholders holding the highest number of shares of stock. If no one stockholder holds more than 5% of the total shares outstanding, so indicate by placing an "X" in this blank ____ and omit the information called for in the schedule below.**

¹ TeleQuality Communications, Inc. subsequently changed its name to ENA Healthcare Services, LLC in accordance with an Order issued by the Commission in Docket No. 20-TQCC-418-CCN on April 23, 2020.

Line No. (a)	Name of Stockholder (b)	Address (c)	No. of Shares (d)	No. of Votes (e)	Total Par or Stated Value (f)
1					

Not applicable, see Response to Question 13(A).

- C. Sole proprietorships and/or partnerships or any other business organization including, but not limited to limited liability companies, limited partnerships, and LLPs must add an Exhibit to show the organizational structure and share interests in assets, liabilities and profits.**

Attached as **Exhibit D** is an organizational chart illustrating the ownership structure of Applicant.

14. Applicant's Financial Qualifications (provide as Exhibits):

Applicant possesses the requisite financial resources to provide telecommunications services in Kansas. Applicant does not maintain financial statements separate from the consolidated financial statements of its parent company, Holdings. Thus, to demonstrate Applicant's financial qualification to operate in Kansas, Applicant provides the financial information of Holdings as **CONFIDENTIAL Exhibits E-1 and E-2**.

15. As an attachment, please provide state of incorporation and proof of incorporation in that state.

Applicant (f/k/a Zayo Northeast, LLC) is a Delaware limited liability company formed on April 18, 2024. A copy of its formation documents is attached as **Exhibit F**.

16. As an attachment, please provide proof of registration with the Kansas Secretary of State (must maintain registry and remain in good standing).

A copy of Applicant's Certificate of Authority to Transact Business as a foreign corporation in Kansas, is attached as **Exhibit G**.

17. Name and telephone number of the contact person for customer service.

Applicant's primary point of contact for customer service is:

Donna Heaston
Senior Corporate Counsel
1401 Wynkoop Street, Suite 500
Denver, CO 80202
Tel: 763-745-8466
donna.heaston@zayo.com

- 18. Competitive Local Exchange (CLEC) applicants need to provide an interconnection or resale agreement with the incumbent local exchange carrier(s) for the service territory designated above, if consummated. Please indicate the docket number(s) and Commission approval date(s) for each. (Local operations may not begin until such agreements have been approved by the KCC.)**

At this time, Applicant only seeks a Certificate to provide facilities-based and resold local exchange telecommunications services that do not require an interconnection agreement in the State of Kansas.

- 19. CLEC Applicants must provide a copy of the Company's proposed Intrastate Access tariff. (Operations may not begin until a tariff has been filed with and approved by the KCC.)**

Applicant's proposed Intrastate Access tariff is provided as **Exhibit H**.

- 20. Complete, sign and attach the KCC Telecommunications Carrier Code of Conduct form as part of this application.**

Attached as **Exhibit I** is the Carrier Code of Conduct which has been executed by an officer of the Company.

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Kansas. Applicant has the managerial and technical qualifications necessary to provide the proposed services in Kansas. Applicant is managed by a highly skilled team with substantial expertise and experience in the communications industry, including extensive telecommunications business, technical, and managerial expertise. Descriptions of the qualifications and backgrounds for the key personnel for Applicant's operations, including Applicant's officers and directors, are provided as **Exhibit B** as evidence that the Applicant possesses the technical and managerial capability necessary to provide high

quality services to customers in Kansas. These biographies reflect management's substantial communications industry experience and expertise, and demonstrate that the Applicant possesses significant managerial and technical expertise operating a variety of communications services. Applicant expects to offer customers a wide array of services, thus providing Kansas consumers greater choice for innovative and technologically advanced telecommunications services, high quality customer service, and competitive prices. Applicant will operate its networks and offer services designed to meet the individual needs of its enterprise and business customers in providing high quality services to their end user customers in an efficient and cost-effective manner.

These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while simultaneously promoting the availability of potentially desirable services.

CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, and convenience would be furthered by a grant of this Application for the authority to provide all types of facilities-based and resold local exchange and exchange access telecommunications services. Accordingly, Applicant requests that the Commission expeditiously grant this Application.

Respectfully submitted,

By: /s/ John A. Kober
John A. Kober (KS Bar No. 11579)
MORGAN, LEWIS & BOCKIUS LLP
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Counsel for Zayo Network Services, LLC

Dated: July 8, 2025

LIST OF EXHIBITS

Exhibit A – Description of Applicant’s Operations

Exhibit B – Management Biographies of Applicant

Exhibit C – Applicant Customer Counts **[CONFIDENTIAL]**

Exhibit D – Ownership Structure of Applicant

Exhibit E – Financial Information of Applicant

Exhibit E-1 – Financial Statements of Holdings **[CONFIDENTIAL]**

Exhibit E-2 – Management Narrative **[CONFIDENTIAL]**

Exhibit F – Formation Documents of Applicant

Exhibit G – Certification of Authority to Transact Business of Applicant

Exhibit H – Intrastate Tariff

Exhibit I – Telecommunications Carrier Code of Conduct

Oath

EXHIBIT A

Description of Applicant's Operations

- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas (i.e. What services will be provided and how quickly? Will service be offered statewide to residential, business or residential and business? Are specific local exchanges, localities or the service area(s) of specific companies included in these plans? If local service, how many exchanges will be served and which of those will be served first? What are the general characteristics of those exchanges?).**

Applicant seeks authority to provide facilities-based and resold local exchange and exchange access telecommunications services in the incumbent local exchange carrier service territories of AT&T Kansas and Brightspeed. Applicant is simultaneously filing a separate application for authority to provide interexchange telecommunications services. Applicant plans to provide facilities-based point-to-point telecommunications services, such as Ethernet and other similar high-bandwidth services, for high-speed data transport. Applicant proposes to provide services primarily using its own facilities, which will be assigned from Zayo Group. Applicant will provide services to enterprise customers and to other communications providers on a wholesale basis and does not intend to directly serve residential customers. Applicant does not have any current plans to provide switched voice local retail services or switched voice interexchange services to customers in Kansas. Applicant concurs with the maps and exchange boundaries filed with the Commission by the incumbent local exchange providers, including AT&T and Brightspeed. Accordingly, a map of Applicant's proposed service area is not attached. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Kansas.

B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above?

At this time, Applicant does not intend to have personnel located in Kansas. Responsibility for Kansas operations will be handled by Applicant's current management team from its Denver, Colorado location.

C. What telecommunications equipment will be deployed in the state and where will it be deployed over the period of time mentioned above?

As discussed above, Applicant proposes to provide services primarily using its own facilities, which will be assigned from Zayo Group. Applicant does not currently own or lease facilities in Kansas. Applicant intends to provide its services using fiber optic cable along with other equipment and facilities to originate, terminate, and amplify signals.

D. Has any state or federal entity denied certification to your company or taken any enforcement action against your company's service operations (such as a fine or a Cease and Desist action)? If so, please explain.

Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

E. Provide a list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States including, but not limited to:

- injunctions
- cease and desist orders
- civil lawsuits
- consent decrees
- assurances of voluntary compliance
- civil investigative demands (CID's)
- subpoenas

Identify the office or administrative agency that instituted each action, the date it was instituted, and the outcome thereof. Provide a copy of the final order or judgment. (This does not include actions for the collection of debts or domestic matters.) If no actions apply please indicate none.

None of Applicant, its managing member, or its any of its officers have been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in Kansas.

EXHIBIT B

Applicant's Managerial Qualifications

A. Description of applicant's actual experience in the telecommunications business, specifically that represented in this application.

Applicant is technically and managerially qualified to provide the competitive local exchange and exchange access telecommunications services requested in this Application in Kansas. Applicant's operations will be directed by a highly skilled team with substantial expertise and experience in the communications industry, including extensive telecommunications business, technical, and managerial expertise. Collectively, Applicant's key personnel have decades of experience operating and providing telecommunications services.

B. Managerial qualification of your company's key personnel (copies of resumes are appropriate).

A description of the background of Applicant's key management personnel, which demonstrates the extensive telecommunications experience of Applicant's management team, is included with this exhibit.

Management Biographies

Steve Smith, Chief Executive Officer

Steve M. Smith is Chief Executive Officer at Zayo. Steve has over 30 years of expertise as a global leader in the technology sector and a deep background in managing and scaling market-leading technology businesses.

Prior to joining Zayo, Steve was a Managing Director at GI Partners, a leading private investment firm. From 2007 to 2018, he served as Chief Executive Officer and President of Equinix, the largest data center company globally. Under his leadership, Equinix grew from \$2 billion to \$34 billion in market value, while revenue increased from \$400 million to \$4.4 billion. Equinix also successfully integrated 21 acquisitions over 10 years representing over \$25 billion in organic and inorganic investments during his tenure. Steve has also held senior leadership roles with HP Services, Lucent Technologies and Electronic Data Systems Corporation.

Steve currently serves on the Board of Directors of Zayo and NextDC, a publicly traded data center company in Australia.

Steve had a successful eight-year career in the U.S. Army where, among other roles, he was aide-de-camp to the office of the Commander in Chief of the U.S. Armed Forces in the Pacific. He graduated from the U.S. Military Academy at West Point and holds a B.S. in Engineering.

Bill Long, Chief Product and Strategy Officer

Bill Long is an experienced telecommunications and technology leader. As Chief Product and Strategy Officer at Zayo, he leads the company's overall product strategy, financials, and roadmap.

Bill has nearly two decades of experience in the telecommunications industry with expertise in interconnection and infrastructure services, enterprise and wholesale voice, and business and product development.

Prior to joining Zayo, Bill served as senior vice president of product management and was responsible for the overall growth and profitability of Equinix Interconnection and Data Center Products globally. Prior to Equinix, he held several roles at Level 3 Communications, including VP of Voice Services, Senior Director of Voice Product Development and Director of Emerging Opportunities.

Brian Daniels, Chief Sales Officer

Brian Daniels serves as Chief Sales Officer at Zayo. In this role, Brian is responsible for uniting sales teams across both direct and channel routes-to-market for Zayo. He leads a team of highly skilled executives responsible for the strategy and growth of Zayo's largest customers and verticals including the most impactful webscale, cloud, carrier and mobile network operators. He also oversees the growing education sales functions following Zayo's acquisition of Education Networks of America in 2022.

Brian has held a variety of leadership positions at Zayo focused on strategy, finance and product development with an emphasis in metro and long-haul fiber development and mobile infrastructure offerings. Prior to joining Zayo in 2014, Brian worked at Bank of America Merrill Lynch. He also played professional football for the Minnesota Vikings.

Brian holds a Bachelor of Science in business administration from the University of Colorado and an MBA from the University of Louisville. He and his wife Emily also run a non-profit that advocates for lung cancer research.

Bryan Fleming, Chief Information Officer

Bryan Fleming serves as CIO at Zayo. Bryan has an established track record of success and expertise in driving operations, engineering, IT, procurement, and major corporate initiatives at the highest levels of business.

Prior to joining Zayo, Bryan spent 20 years at T-Mobile serving in various technical and engineering roles. Most recently, he served as Senior Vice President of Product and Technology where he led T-Mobile's full technology stack transformation, including steering the company's framework for operational excellence, growing its infrastructure footprint, and integrating state-of-art business processes to drive a hyper-aggressive growth mission. As part of these efforts, Bryan created an enterprise delivery pipeline that increased production deployments by over 900%.

Bryan earned a Bachelor's Degree in Management from Columbia College and an MBA from Auburn University's Harbert College of Business. Bryan also currently serves as a strategic advisor for Lightyear.

Jeff Noto, Chief Financial Officer

Jeff Noto serves as Chief Financial Officer at Zayo overseeing the company's global finance organization, including accounting, operational finance, financial planning and analysis, tax, investor relations, billing, financial reporting, internal audit and treasury.

With over 35 years of experience across financial management, strategy, operations, and analysis, Jeff is a proven financial leader with a track record of delivering impactful business results and building and nurturing high-performance teams. Prior to joining Zayo, Jeff held several executive roles at Verizon, including most recently serving as senior vice president and chief financial officer for the Global Network and Technology (GN&T) and the Verizon Global Services (VGS) organization. In this role, he was responsible for all budgeting, planning, reporting, commercial and capital activities for the Network, IT, and centralized services organization.

Other leadership roles held during his tenure at Verizon included SVP and CFO for Consumer and Mass Business organization; SVP & CFO for Global Media & Telematics; and SVP for the Business Analytics Center of Excellence and Finance Transformation.

Jeff also serves on the Board of the National Children's Alliance (NCA), a not-for-profit providing support, technical assistance, and quality assurance to community-led Children's Advocacy Centers. He has also served as an Adjunct Professor at Seton Hall University's Stillman School of Business.

Jeff holds a bachelor's degree of science in business economics from Rutgers University and a Masters in Accounting from Seton Hall University. He is also a Certified Public Accountant (NJ).

Julie Tschida Brown, Chief People and Culture Officer

Julie Tschida Brown is the Chief People and Culture Officer at Zayo. In this role, she is focused on driving organizational growth, leading transformational change and optimizing results in a dynamic business environment.

Prior to joining Zayo, Julie was the Chief People Officer at Transamerica where she led the Employee Experience team to drive the realization of business objectives and accelerate cultural transformation. Julie has also served in various executive and leadership positions at IHS Markit, Jacobs Engineering, Microsoft, Washington Group International (now AECOM) and Hewitt Associates (now AON).

Julie currently sits on the Board of Directors for Rocky Mountain Human Resources and Strategy Association, where she also serves as Treasurer, and for Healthy Lifestars, a non-profit that aims to motivate and educate kids in underserved areas, to combat childhood obesity and commit to live active, healthy lives. Additionally, she is an executive mentor for MBA students at University of Denver and is a Tocqueville member and volunteer for Mile High United Way.

Julie is a Certified Financial Planner, earned a BA in finance from Iowa State University and a MBA in finance and accounting from University of Minnesota Carlson School of Business.

Lauren Lantero, Chief Legal Officer

Lauren Lantero is the Chief Legal Officer at Zayo. In this role, Lauren oversees all global legal and regulatory functions, including M&A, commercial transactions, litigation, risk management, corporate governance, and underlying rights, and she assists with Zayo's go-to-market strategy.

Lauren joined Zayo in 2018 and has held a variety of leadership positions within the legal organization. Prior to joining Zayo, Lauren was an attorney at a boutique litigation firm and clerked for a district court judge.

Lauren holds a B.S. in accounting from the University of Colorado and a J.D. from the University of Denver.

Nikos Katinakis, Chief Technology Officer

Nikos Katinakis is Zayo's Chief Technology Officer, leveraging over 30 years of leadership experience in technology with a deep understanding of the telecommunication and software industries.

Before joining Zayo, Nikos held the role of Group Executive for Global Networks and Technology at Telstra, the largest telecommunications company in Australia. In this capacity, he spearheaded wireless, fixed, transport and international network strategy, deployment and operations, as well as IT, Data and AI, Cloud, and Cyber Security.

Prior to his tenure at Telstra, Nikos served as the Executive VP at Reliance Jio, the largest communications company in India, contributing to the launch of wireless and fixed networks. He also held the position of SVP at Rogers Communications in Canada, where he was responsible for technology development and cyber for both network and IT. Earlier in his career, Nikos held various senior roles at Ericsson, encompassing sales, product management, software design and systems engineering.

Nikos is a graduate of McGill University in Montreal, holding a B.Eng. in Electrical Engineering and a minor in Management. Beyond his academic achievements, Nikos holds a variety of patents, has actively participated in board positions and advisory roles, contributing to the successful exits of more than four startups. His keen interest lies in the efficient creation of value in the business of technology.

Troy Lupe, Chief Network Officer

J. Troy Lupe serves as Chief Network Officer at Zayo. In this role, he is responsible for and oversees teams dedicated to construction, engineering, field operations, and related support functions.

Troy has over 20 years of leadership experience in telecommunications and technology companies, including having most recently served as Chief Operating Officer for New Era Technology and VP of Field Operations for Comcast Cable before joining Zayo in December 2021.

Troy is a results-driven and customer-focused technical operations professional with a reputation for surpassing productivity and quality objectives. He is known as a team motivator and has expertise in implementing best-practice operational processes and aligning business operations.

Troy earned a Master of Science in Management of Technology from the University of Minnesota. He also holds Bachelor of Science Degrees in Business Management and Marketing.

Alan Heckler, Chief Innovation & Integration Officer

Alan Heckler serves as Executive Vice President and Chief Innovation & Integration Officer at Zayo Group. In this role, Alan is responsible for leading business-wide transformation efforts, bringing together strategy, operations, and technology to drive growth and innovation — including integrating Zayo's acquisition of Crown Castle's fiber assets.

With more than 25 years of combined industry and consulting experience, Alan brings a deep background in digital infrastructure, industrial transformation, and M&A strategy.

Prior to joining Zayo, Alan was a Senior Partner at Kearney, where he led the Americas Industrial Product Practice and served on the Americas Leadership Team. Under his leadership, the practice doubled in size while becoming one of the firm's largest and most profitable business units. His work has spanned industries including communications, media, technology, aerospace, defense, and infrastructure, specializing in large-scale transformation and value creation initiatives.

CONFIDENTIAL EXHIBIT C

Applicant Customer Counts

State	Approximate Number of Customers
Alabama	100
Alaska	10
Arizona	150
Arkansas	100
California	1,000
Colorado	100
Connecticut	100
Delaware	100
District of Columbia	100
Florida	200
Georgia	150
Hawaii	10
Idaho	100
Illinois	200
Indiana	100
Iowa	100
Kansas	100
Kentucky	100
Louisiana	100
Maine	100
Maryland	100
Massachusetts	100
Michigan	150
Minnesota	100
Mississippi	100
Missouri	100
Montana	100
Nebraska	100
Nevada	100
New Hampshire	100
New Jersey	100
New Mexico	100
New York	300
North Carolina	150
North Dakota	100
Ohio	150
Oklahoma	100
Oregon	100
Pennsylvania	200
Rhode Island	100
South Carolina	100
South Dakota	100
Tennessee	100
Texas	250
Utah	100
Vermont	100
Virginia	100
Washington	100
West Virginia	100
Wisconsin	100
Wyoming	100

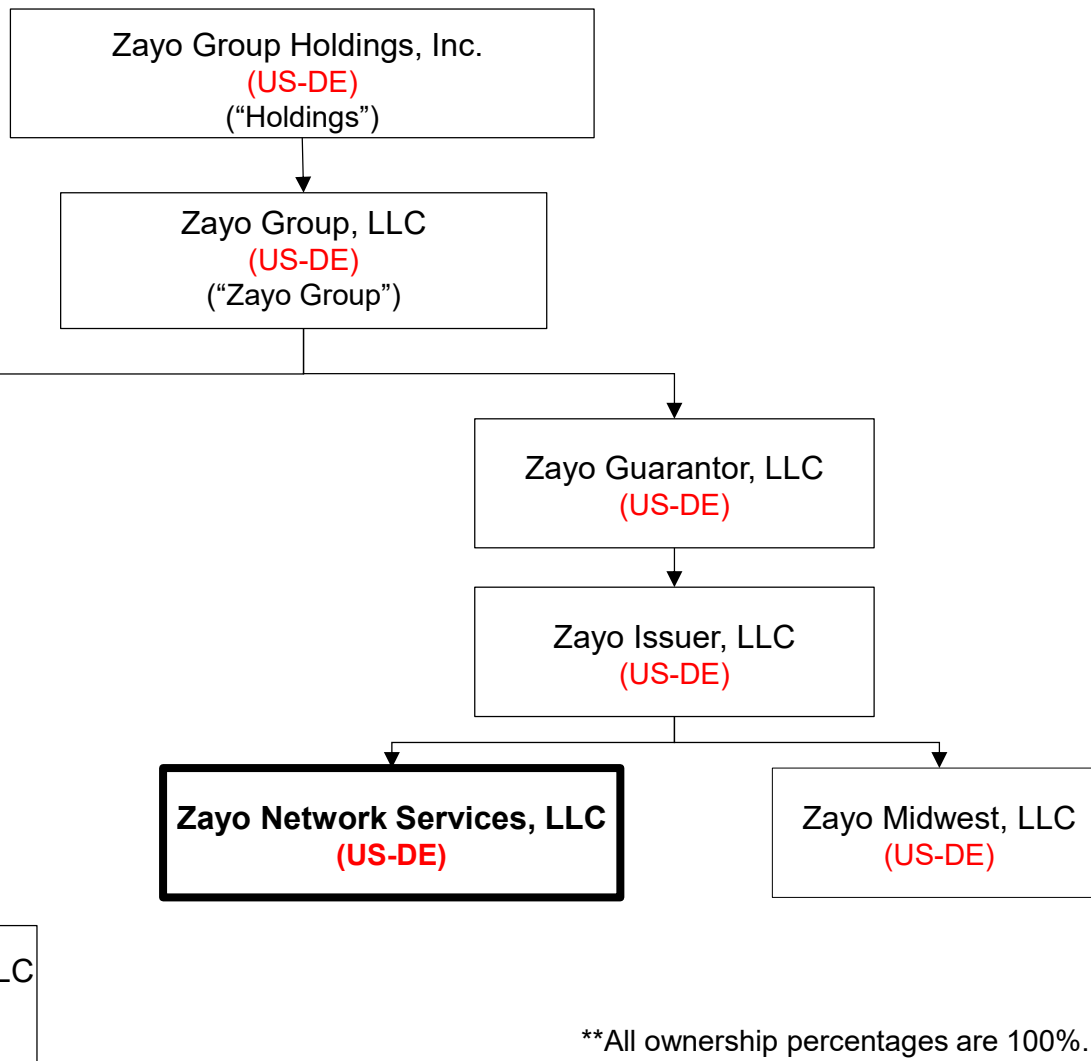
EXHIBIT D

Ownership Structure of Applicant

CORPORATE OWNERSHIP STRUCTURE***(Chart 1)**

(see Chart 2 for Ownership of Holdings)

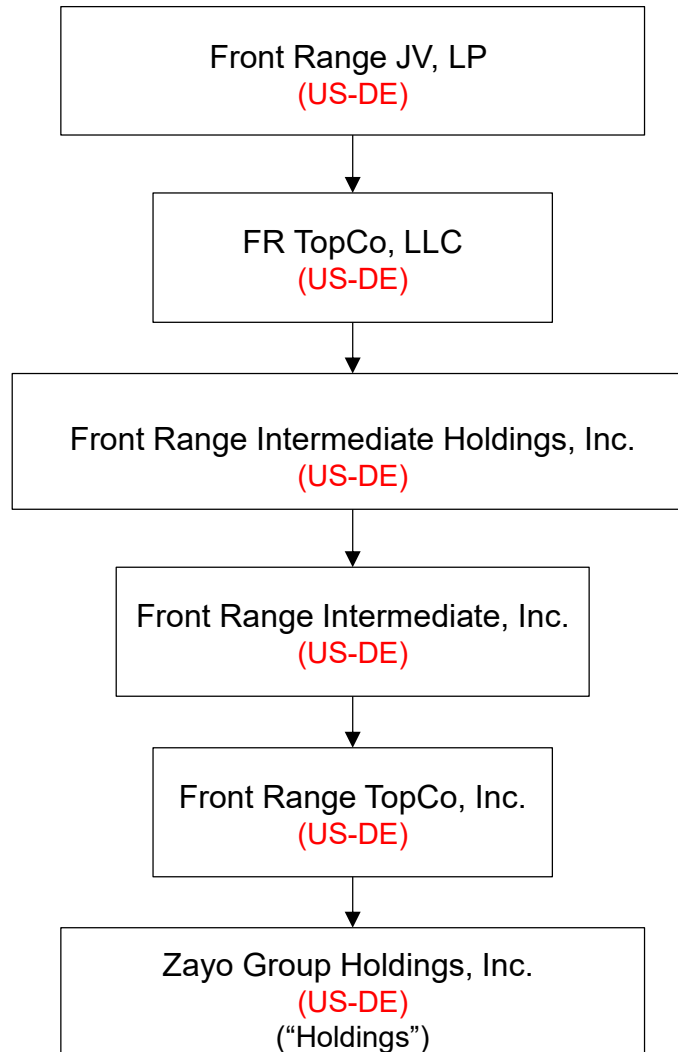
*The entities listed include (i) subsidiaries of Holdings that currently provide or may in the future provide intrastate, interstate or international telecommunications services in the United States, and (ii) those entities in their ownership chain. The chart excludes all other subsidiaries of Holdings.



**All ownership percentages are 100%.

CORPORATE OWNERSHIP STRUCTURE

(Chart 2)



(see Chart 1 for Subsidiaries of Holdings)

****All ownership percentages are 100%.**

EXHIBIT E

Financial Statements of Applicant

Applicant's Financial Qualifications

Applicant possesses the requisite financial resources to provide telecommunications services in Kansas. Applicant does not maintain financial statements separate from the consolidated financial statement of its parent company, Holdings. Thus, to demonstrate Applicant's financial qualification to operate in Kansas, Applicant provides financial information for Holdings. For purposes of this Application, to demonstrate Applicant's financial qualification to operate in Kansas, Applicant provides as **CONFIDENTIAL Exhibit E-1** the audited financial statements of Holdings, including a balance sheet and income statement, for the immediately preceding three-year period.

- A. **Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred).**

Please see above.

- B. **Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).**

Please see above.

- C. **A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided.**

Please see **CONFIDENTIAL Exhibit E-2** for a narrative of significant activities that may have an impact on the financial statements.

CONFIDENTIAL EXHIBIT E-1

Financial Statements of Holdings

[REDACTED]

CONFIDENTIAL EXHIBIT E-2

Management Narrative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT F

Formation Documents of Applicant

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZAYO NETWORK SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JUNE, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZAYO NETWORK SERVICES, LLC" WAS FORMED ON THE EIGHTEENTH DAY OF APRIL, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3480494 8300

SR# 20252935819

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in cursive script, reading "C. P. Sanchez", is written over a horizontal line.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203841082

Date: 06-03-25

EXHIBIT G

Certificate of Authority to Transact Business of Applicant

Zayo Network Services, LLC
CSC

Business Name: Zayo Network Services, LLC
Business ID: 10037323

To keep the business in an active status, an information report is filed every two years with the Kansas Secretary of State. Businesses forming in even years file reports in each succeeding even year. Businesses forming in odd years file reports in each succeeding odd year. View information report due dates on the Secretary of State website.

FEDERAL LAW: Reporting of Beneficial Ownership Information to the Financial Crimes Enforcement Network (FinCEN)
Beginning January 1, 2024, federal law will require that certain types of corporations, limited liability companies, and other similar entities created in or registered to do business in the United States must report information about their beneficial owners—the persons who ultimately own or control the company—to the Department of the Treasury’s Financial Crimes Enforcement Network (FinCEN).

Additional information about the reporting requirements is available on FinCEN’s beneficial ownership information webpage, [FinCEN.gov/BOI](https://fincen.gov/BOI). You can also subscribe to FinCEN Updates for future guidance documents. FinCEN can be reached at 1-800-767-2825.

The Secretary of State’s office is not collecting beneficial ownership information and does not have access to the information reported to FinCEN. The Secretary of State’s staff cannot provide advice or legal counsel regarding FinCEN’s beneficial ownership reporting requirements. You may wish to consult with professional service providers such as lawyers or accountants.



DocuSign Envelope ID: FBEA8CAC-F709-48F9-8CF4-4F5E923B3C8A

FA	KANSAS SECRETARY OF STATE Application for Registration Foreign (non-Kansas) Business
Memorial Hall, 1st Floor 120 S.W. 10th Avenue Topeka, KS 66612-1594	(785) 296-4564 kssos@ks.gov https://sos.ks.gov



All information on the application for registration must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

1. Choose type of business:	<input type="checkbox"/> Corporation for profit (fee \$115) 51-03	<input type="checkbox"/> Limited partnership (fee \$165) 51-06
	<input type="checkbox"/> Corporation not for profit (fee \$115) 51-17	<input type="checkbox"/> Limited liability partnership (fee \$165) 51-18
	<input checked="" type="checkbox"/> Limited liability company (fee \$165) 51-10	<input type="checkbox"/> Series limited liability company (fee \$165) 51-33
2. Name of business: Legal name registered in the foreign (non-Kansas) state or country.	(Do not include DBA, fictitious, assumed, or trade names) Zayo Network Services, LLC	
3. State or foreign country of jurisdiction:	Delaware	
4. Name of resident agent: Must be an individual, the business named in section 2, or a business already registered with our office. Do not leave blank.	Corporation Service Company	
5. Registered office in Kansas for the resident agent: Must be a street, rural route, or highway. A PO box is unacceptable.	Street Address (A PO Box is unacceptable) 1100 SW Wanamaker Rd. Suite 103 City State Zip Topeka KS 66604	
6. Date the business began doing business in Kansas:	Month Day Year 	Provide a date only if this date is in the past. Otherwise, leave blank.
7. Date of formation in the foreign (non-Kansas) state or county:	Month Day Year 4 18 2024	
8. Full nature and character of business to be conducted in Kansas:	Telecommunications	

Certified Date: 06/17/2025
Certificate Number: 20250617-267296



DocuSign Envelope ID: FBEA8CAC-F709-48F9-8CF4-4F5E923B3C8A

9. This statement applies only to foreign limited liability companies who may create series in their domestic state and must check the corresponding statements. All other LLCs or business types may skip to section 10.

The limited liability company is governed by an operating agreement that establishes or provides for the establishment of a series of members, managers, limited liability company interests or assets having separate rights, powers or duties with respect to specified property or obligations of the foreign limited liability company or profits and losses associated with specified property or obligations.

Check all that apply:

☐

The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series, if any, are enforceable against the assets of such series only, and not against the assets of the foreign limited liability company generally or any other series thereof.

☐

Any of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the foreign limited liability company generally or any other series thereof shall be enforceable against the assets of such series.

The foreign business hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas; and the foreign business stipulates and agrees that such service shall be taken and held in all courts to be valid and binding as if due service had been made upon the authorized persons of the foreign business.

As of the day of this filing, the foreign business exists in good standing under the laws of the jurisdiction of its organization.

10. I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct.

Signature of Authorized Person:

X

DocuSigned by:

Gabriela Torresani

DBDF0CB04D814F3...

Name of Signer (Printed or Typed)

Zayo Issuer, LLC, Member, By: Gabriela Torresani, Asst. Secretary



Certified Date: 06/17/2025
Certificate Number: 20250617-267296

EXHIBIT H

Intrastate Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF ONE-WAY AND/OR TWO-WAY TRANSMISSION
SERVICES FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF KANSAS

This Tariff applies to the provision of one-way and/or two-way transmission services furnished by Zayo Network Services, LLC between one or more points in the State of Kansas. This Tariff is on file with the Kansas State Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business,

Zayo Network Services, LLC, operates as a competitive telecommunications company within the State of Kansas.

Issued: July 8, 2025

Effective: _____, 2025

Issued by:
Issuing Officer
Zayo Network Services, LLC
1401 Wynkoop Street, #500
Denver, CO 80202

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	31	Original		
1	Original	32	Original		
2	Original	33	Original		
3	Original	34	Original		
4	Original	35	Original		
5	Original	36	Original		
6	Original	37	Original		
7	Original	38	Original		
8	Original	39	Original		
9	Original	40	Original		
10	Original	41	Original		
11	Original	42	Original		
12	Original	43	Original		
13	Original	44	Original		
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(* New Original or Revised page)

Issued: July 8, 2025

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SECTION1 -- EXPLANATION OF SYMBOLS, REFERENCE MARKS. AND ABBREVIATIONS
OF TECHNICAL TERMS USED IN THIS TARIFF

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

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

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SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service, limited to recurring monthly charge for current month in advance.

Authorized User

A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Carrier or Company

Zayo Network Services, LLC, the issuer of this Tariff.

Commission

The Kansas State Corporation Commission.

Company Optical Fiber Termination Point, Central Office or "CO"

Any Company owned, leased, controlled or designated node, facility, structure or other connection point designated by the Company.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated or Private Line

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

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SECTION 2 – DEFINITIONS (Cont'd)ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

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.

On-net

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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SECTION 2 - DEFINITIONS (Cont'd)

Regulation(s)

Any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other federal, state, or local governmental authority.

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 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 service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

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

SONET or Synchronous Optical Network

A family of fiber-optic transmission rates from 51.84 Mbps to 13.22 Gbps. SONET is an optical interface standard that allows internetworking of transmission products from multiple vendors.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

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" if all points originate and terminate within the local exchanges or the local exchange metropolitan exchanges.

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SECTION 4 - REGULATIONS

4.1 Undertaking of the Company

4.1.1 Scope

The Company undertakes to furnish the telecommunications services described herein to business Customers in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the Parties to enforce any provision of this Tariff, the prevailing Party shall be entitled to recover its legal fees and court costs from the non-prevailing Party in addition to other relief a court may award.
- D) This Tariff shall be interpreted and governed by the laws of the State of Kansas regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) 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 to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) 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.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 2) If the performance of Company or Customer (collectively, the "Parties") under this Tariff, or any obligation hereunder, is prevented, restricted or interfered with by reason of (i) weather or environmental disturbances (including without limitation earthquakes, floods, fires, storms, and other disturbances) or acts of God; (ii) war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, blockage or embargo; (iii) acts of any domestic federal, state, or local governmental authority or any foreign governmental authority (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible); (iv) labor difficulties, including, without limitation, strikes, slowdowns, picketing or boycotts; (v) failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation (or any other act or omission by said third party); or (vi) any other circumstances beyond the reasonable control of the Party affected (said events described in clauses (i) through (vi) foregoing collectively referred to as "Force Majeure Events", the Party whose performance is affected by said Force Majeure Event, upon giving prompt notice to the other Party, shall be excused from such performance (excluding, however, either Party's payment obligations to the other for any service or other performance not directly affected by the Force Majeure Event) on a day-to-day basis to the extent of such prevention, restriction, or interference and the other Party likewise (except for its payment obligations for performance prior to the commencement of the Force Majeure Event) shall be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are related to the other's performance so prevented, restricted or interfered with); provided, however, that the Party whose performance is so affected by the Force Majeure Event shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

2) (Cont'd)

In the event Company is unable to deliver service for seven (7) consecutive days as a result of any Force Majeure Events, Customer shall not be obligated to pay Company for the affected service for so long as Company is unable to deliver; provided, however, that the Service Term of such service shall be extended for the period of time that the Force Majeure Event continues. Customer's excused payment obligations will be calculated, pro rata, based on number of days that Force Majeure Event continues, rounded up to the nearest day; for purposes of this calculation, a month is deemed to have thirty (30) days.

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) 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.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) 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;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service, so provided. Company reserves right to require each Customer to sign an agreement acknowledging acceptance of provisions of this section as a condition prior to such installation.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- J) To the extent not otherwise excluded by the terms of this Tariff, the Company's liability (to the Customer or to any other person), except (i) where caused by the Company's willful misconduct or (ii) as otherwise set forth in this Tariff, shall not exceed an amount equal to the lesser of (a) provable direct damages or (b) ten thousand dollars (\$10,000) in the aggregate for any and all Service Orders, agreements or other arrangements for or in connection with services provided hereunder. To the extent not otherwise excluded by the terms of this Tariff, the Company's liability for (i) negligence and (ii) gross negligence, as the case may be, will also not exceed the amount set forth in the preceding sentence.

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

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

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

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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SECTION 4 - REGULATIONS (Cont'd)**4.2 Prohibited Uses**

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

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SECTION 4 - REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied With, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to one month of estimated monthly usage charges, plus any non-recurring connection charges. 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. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 4 – REGULATIONS (Cont'd)4.6 Payment Arrangements4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network services. Any and all charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

B) Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover franchise fees and amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, Telecommunications Relay Service, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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SECTION 4 – REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) Invoices are sent monthly, thirty (30) days in advance for service to be provided during the upcoming month. All invoices are due for payment on the first day of the month in which service is provided. Customer shall be in default if Company has not received payment for any recurring charges within thirty (30) days of the date of the invoice. Customer shall be in default if Company has not received payment for all charges due to Company within thirty (30) days of the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the Parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 4 – REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. A one time late fee of 2 (two) percent will be billed on charges not previously assessed.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor. A one-time late fee of 2 (two) percent will be billed on charges not previously assessed.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 – REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written or verbal notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 180 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Kansas State Corporation Commission
Consumer Inquiries/Complaints
1500 S.W. Arrowhead Road
Topeka, KS 66604
Phone: (800) 662-0027
Phone: (785) 271-3140
Fax: (785) 271-3111
Email: kcc.public.affairs@ks.gov

SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability
- D) Upon the Customers insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause (Cont'd)

- H) The Company may not discontinue service to the Customer for; failure to pay a bill in dispute if Customer has paid the undisputed portion of the bill, or for the failure of the Customer to pay an unpaid balance that is no longer collectible under state or federal laws, or the Customer files for bankruptcy, except as permitted under the U.S. Bankruptcy Code, 11 U.S.C.A. §366.
- I) Upon Customer's request, the Company shall promptly restore service when the cause of the suspension of service has been eliminated and/or satisfactory payment arrangements have been made. Every reasonable effort shall be made to restore service on the same day the cause of suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the Customer requests restoration of service.

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.7 Cancellation of Application for Service

- A) The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company.
- B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and Supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 4 – REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 4 – REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service resulting, in whole or in part, from one or more of the following:

- A) Any act, omission or negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, contractors, agents and vendors or other common carriers connected to the service;
- B) Any failure of power, equipment, systems, connections, applications or services not provided by the Company;
- C) Force Majeure Events;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H) That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I) Service outage attributable to the installation of a new circuit.

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SECTION 4 - REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during anyone 24-hour period shall be considered as one interruption.

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SECTION 4 - REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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SECTION 4 - REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 Cancellation For Service Interruption

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

4.7.6 Cancellation of Service/Termination Liability

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

4.7.7 Termination Liability

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

- 1) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus;
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.8 Network Service Outage Exclusions

- A) Network Service Outage will not be deemed to have occurred in the event of a of service interruption resulting in whole or in part from one or more of the following causes.
- 1) Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the circuit to Company or its agents for maintenance, testing or repair.
 - 2) The Customer's applications, equipment, or facilities including any third party equipment.
 - 3) Company or Customer-scheduled maintenance.
 - 4) Force Majeure Events.
 - 5) Service outages attributable to the installation of a new circuit.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) Fraudulent use includes, but is not limited to, the following:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 5 – DESCRIPTION OF SERVICES

5.1 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 5.6.

5.2 Service Configurations

There are two types of Service configuration over which Company's Services are provided: point-to-point and multipoint Service.

5.2.1 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.

5.2.2 Multipoint Service

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

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1401 Wynkoop Street, #500
Denver, CO 80202

SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)**5.3 Service Descriptions and Technical Specifications**

The Company plans to offer the following services:

5.3.1 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.

5.3.2 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).

5.3.3 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.

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SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)**5.4 Rate Categories**

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

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 Channel Mileage

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

5.4.5 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.

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SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)

5.4 Rate Categories (Cont'd)

5.4.6 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.

5.4.7 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.

5.4.8 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

SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)

5.5 Application of Rate Elements

The rate categories described in Section 5.4 of this Tariff will be applied as follows, when applicable:

5.5.1 Point-to-Point Services

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

5.5.2 Multipoint Services

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

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SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)

5.6 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. Notice of such arrangements will be provided to the Commission according to Commission rules.

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SECTION 5 – DESCRIPTION OF SERVICES (Cont'd)

5.7 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.

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SECTION 6 – RATES AND CHARGES**6.1 General Regulations**

6.1.1 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.

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

6.2 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.

6.3 Special Construction**6.3.1. 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.

6.3.2 The costs referred to in Section 6.4.1 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;

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SECTION 6 – RATES AND CHARGES (Cont'd)

6.3 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.

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SECTION 6 – RATES AND CHARGES (Cont'd)

6.4 Rates

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

6.4.1 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

6.4.2 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

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SECTION 6 – RATES AND CHARGES (Cont'd)

6.4.3 Wavelength Services

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

6.4.4 Service Elements

6.4.4.1 Nonrecurring Charges

Administrative Charge:	ICB
Design and Central Office Connection Charge:	ICB

EXHIBIT I

Telecommunications Carrier Code of Conduct Kansas Corporation Commission

As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

- If applying for certification to provide local telecommunications service, provide:
 - Access to 911 and E911 services;
 - White page directory listings;
 - Access to telephone relay services;
 - Access to directory assistance;
 - Access to operator services;
 - Equal access to interLATA long distance carriers;
 - Free blocking of 900- and 700-type services
 - Interconnection on a nondiscriminatory basis with other local exchange carriers
- If requesting Eligible Telecommunications Carrier (ETC) designation, provide all applicable federal Lifeline discounts.
- Follow all applicable Commission rules and regulations.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File Annual Interrogatory Form in accordance with the Commission's Order in Docket 13-GIMT-736-GIT dated December 3, 2013.
- Pay all assessments due to the Commission and/or the Citizen's Utilities Ratepayer Board (CURB) pursuant to K.S.A. 66-1501, 66-1502, 66-1503, and 66-1504.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.gvnw.com/usf/kansas/index.htm.
- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with Order No. 7 in the Commission's Docket No. 01-GIMT-649-GIT. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Promptly notify the Commission of any change of address and contact information.

- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

Verification

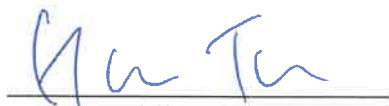
I, Lauren Lantero, of lawful age, and being first duly sworn, now state: As an officer of the Applicant, I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.

State of Colorado
County of Denver



Lauren Lantero
Chief Legal Officer and
Secretary

Subscribed and sworn to before me on this 24th day of June, 2025.



Notary Public

Commission Expiration: 2-14-27



OATH

STATE OF COLORADO

§

§

COUNTY OF DENVER

§

OATH

Lauren Lantero, being duly sworn, deposes and says that she is the Chief Legal Officer and Secretary of Zayo Network Services, LLC ("Applicant") and that the facts set forth in the foregoing application have been prepared under her direction, from the original books, papers and records of said company, that she examined same, and declares same to be true and correct to the best of her knowledge and belief. Further, that Applicant has full knowledge of the Kansas Corporation Commission's jurisdiction affecting local service providers and will comply with the applicable requirements of this Commission.



Lauren Lantero
Chief Legal Officer and Secretary
Zayo Network Services, LLC

Subscribed and sworn to before me this 29th day of June, 2025.



Notary Public

My commission expires 2-14-27

