



zayo

Lit & Dark Fiber Proposal

In Response to RFP: Hillsboro ISD 190001075

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PROUDLY PRESENTED BY

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Disclaimer

This non-binding response (“Response”) to the Request for Proposal (“RFP”) by Hillsboro ISD is submitted by Zayo Group, LLC (“Vendor”) and Hillsboro ISD may each be referred to herein as a “Party” or, collectively, as the “Parties.”. This Response provides basic information upon which Hillsboro ISD may competitively select a provider for the implementation of leased E-Rate eligible (WAN) services connecting all of Hillsboro ISD’s sites via lit fiber.

Notwithstanding anything in this Response to the contrary, if Vendor is selected to provide the services contained in the RFP, Hillsboro ISD and Vendor agree to negotiate the terms and conditions of a master service agreement and appropriate services schedules (collectively the “Agreement”) which shall govern Vendor’s provision of the services to Hillsboro ISD pursuant to the RFP. Once, and if, fully executed by Vendor and Hillsboro ISD, the agreement will contain all the elements to support future transactions, including but not limited to customary representations, warranties, covenants and indemnification provisions.

Accordingly, this Response does not constitute, and shall not be deemed to constitute, an agreement or an offer to enter into any agreement by Vendor, Hillsboro ISD or any of their respective subsidiaries or affiliates. Vendor and Hillsboro ISD agree that neither of them shall be legally bound with respect to the terms contemplated by Hillsboro ISD’s RFP and Vendor’s Response unless and until Vendor and Hillsboro ISD execute the agreement.

Executive Summary

Zayo is pleased to offer its proposal for a fiber-based Wide Area Network (WAN). Zayo's pricing and design are specific to the requirements of Hillsboro ISD and aligns perfectly with its fiber infrastructure needs.

Zayo will deliver the network over dedicated fiber pairs between your entity's endpoints. Zayo will own, operate, monitor, and maintain all fiber, data center, and electronic assets (in a lit environment). Because Zayo will construct this network as a single-subscriber offering, your organization will be able to bypass the "Carrier Cloud," which means it will not be affected by aggregated network traffic of other customers. Zayo's WAN solution will be virtually free from outside interference, interception or interruption, thus yielding the most reliable and secure network possible.

LEASE LIT SOLUTIONS - KEY CONSIDERATIONS

Zayo's lit Private Data Network (PDN) solution is built on a 10G dedicated fiber and equipment infrastructure and can easily scale to 100G. Zayo's solution is custom-designed to your needs, and includes key attributes, such as:

EFI (Engineer Furnish and Install) fiber and equipment, test and turn-up, end-to-end project management, maintenance that includes spares and RMA if any parts require replacement, monitoring and management via out-of-band management, and more. In addition, customers have access to Zayo's Tranzact portal which provides the tools necessary for 24/7 network monitoring as well as support and resolution from Zayo Network Control Center (NCC) engineers.

BENEFITS OF ZAYO PERSONAL DATA NETWORK

Customers who utilize Zayo's Private Dedicated Network (Private Data Network (PDN) solution enjoy significant cost savings when compared to competitive offerings, on-site control of all equipment, a secure and private network between multiple locations, and a network that is not affected by any shared network bottlenecks.

OTHER KEY BENEFITS OF ZAYO'S PRIVATE DATA NETWORK (PDN) INCLUDE THE FOLLOWING:

- Unlike traditional carriers, Zayo's network is not designed to route traffic through Central Offices, which creates fewer equipment interfaces and potential fault points.
- Mission-critical and time-sensitive traffic is completely privatized.
- End-to-end QoS offers prioritization of data, video, and voice.
- Private Data Network (PDN) provides a fast, secure, and highly efficient data traffic exchange.
- The network never touches the public internet.

In order to thoroughly support its Private Data Network (PDN), Zayo provides flexible maintenance windows and employs active network monitoring, which reduces the burden on support staff.

LEASE DARK FIBER SOLUTIONS - KEY CONSIDERATIONS

Zayo's dark fiber solution will allow unlimited scaling: simply by adding the necessary electronics. This infrastructure will provide a foundation on which to build many current and future applications for each of the facilities represented in the RFP.

INFRASTRUCTURE, TECHNOLOGY, BILLING, SUPPORT, AND MAINTENANCE

Zayo will deliver the solution premise-to-premise, on Zayo-owned fiber and equipment, enhancing the stability and driving

positive support outcomes. Zayo will have complete responsibility and accountability for the network. Furthermore, in the event of an outage, NOC support is provided by local, in-house support technicians who are capable of complete resolution. Zayo will take ownership in the event of an outage. An escalation list, which includes the cell phone numbers of upper management all the way up to the Senior Vice President of Network Operations, will be provided to you. Zayo is determined to create a successful, long-term partnership with a solution that is tailored to meet the specifications of your RFP.

IMPLEMENTATION AND TURNUP

Zayo's experience in procurement and project implementation ensures a timely delivery of an approved solution. Zayo is the market leader in building dark and lit fiber networks for school districts, fiber-to-the-tower owners, media and content companies, major cellular companies, and Fortune 500 companies.

Again, thank you very much for your interest in Zayo. Zayo is prepared to customize its offering based on feedback from this submission given the opportunity. Please feel free to contact anyone on our core support team if you have any further questions.

Dennis Kyle
Vice President of Fiber Services, Rocky Mountain Region
Zayo Group, LLC.

The top half of the page features a background image of a city street at night, with light trails from cars and buildings. A utility box is visible on the left side of the street.

Price of Eligible Service/Product (30 Points)

Please Refer to Pricing Sheets

Reputation of Vendor and Vendor's Service/Product (10 Points)

Zayo Group Holdings, Inc. (NYSE: ZAYO) provides communications infrastructure, including fiber and bandwidth connectivity, colocation and cloud infrastructure to the world's leading businesses. Customers include wireless and wireline carriers, media and content companies and finance, healthcare, school districts, and other large enterprises. Zayo's 128,242-mile network in North America and Europe includes extensive metro connectivity to thousands of buildings and data centers. In addition to high-capacity dark fiber, wavelength, Ethernet and other connectivity solutions, Zayo offers colocation and cloud infrastructure in its carrier-neutral data centers.

Zayo provides flexible, customized solutions and self-service through Tranzact, an innovative online platform for managing and purchasing bandwidth. Headquartered in Boulder, Colorado, Zayo operates fiber-based communication networks in 46 states across the country. Zayo's expertise includes fiber network construction and the ongoing operations of highly reliable dark fiber, wavelength SONET, Ethernet and IP-based networks. Zayo was founded in 2007 with the purpose to support the demand for high-quality bandwidth infrastructure. Zayo started by purchasing and connecting underutilized fiber networks through an aggressive acquisition strategy coupled with organic growth.

As a result of fiber to the cell tower projects and other large-scale projects, Zayo has evolved into the leading global communications infrastructure services provider. As it stands, Zayo serves 391 markets in eight countries and 45 states, plus Washington, D.C. Our 80,000+ route mile network connects hundreds of Tier 1-5 cities on both metro and intercity routes.

Zayo has historically focused on the top 1,000 bandwidth consumers. Many of those customers require fiber-to-the-tower (FTT) construction for wireless carrier backhaul, which puts Zayo in a unique position to provide cost-effective bandwidth to K-12 entities in residential environments. Zayo provides infrastructure for the most-recognized companies in America. Zayo has the 2nd most peered IP network in North America and 5th most peered network in the world. Zayo's Dedicated Internet Access leverages the company's global IP backbone and deep metro footprint to deliver connectivity between customer locations and the Internet. DIA is fully dedicated and delivered directly over a metro circuit to Zayo's Tier-1 IP backbone. Zayo connects to Tier 1 and Tier 2 networks in 45 data centers throughout the United States.

Zayo peers with over 200 unique networks and has over 700 peering sessions across North America, Europe, and Asia. The majority of Zayo peering is through 10GE and 1GE PNIs (Private Network Interconnects) but we also participate in many of the sessions that currently support IPv6. In North America, Zayo's peering POPs are located in Atlanta, Dallas, Ashburn, LA, Miami, NY, Chicago, Palo Alto, Seattle, Phoenix, San Jose, and Toronto. It is worth noting that some of the responses you will receive from other providers will likely have Zayo DNA buried in their solution. As a global provider of bandwidth

Zayo Executive Leadership



Dan Caruso

Co-Founder, Chairman & CEO



Matt Steinfort

CFO



Phil Mottram

CCO



Sandi Mays

Executive VP & Chief Information Officer



Jack Waters

CTO & President, Fiber Solutions



References

Northwest Independent School District

Adam Fiend, Chief Technology Officer

Phone: 817.215.0044 | Email: afeind@nisdtx.org

Project description – 10 Gbps DIA delivered over two 10 Gbps ports back to separate Zayo POPs.

Education Service Center Region 11

Rory Peacock, Executive Director of Technology

Phone: 817.740.3632 | Email: rpeacock@esc11.net

Project description – Built lit fiber WAN to ESC Region 11 schools and provide 10G+ Tier 1 IP internet.

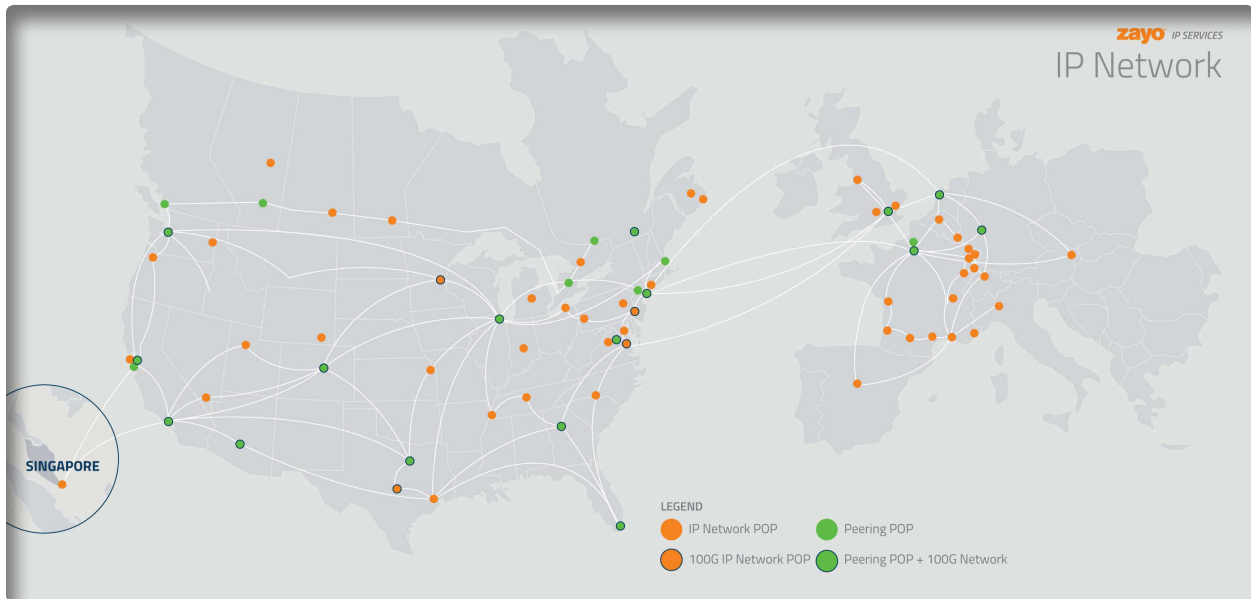
Wichita Falls Independent School District

Shad McGaha, Chief Technology Officer

Phone: 940.235.1050 ext. 27002 | Email: smgaha@wfid.org

Project description – Zayo recently received E-Rate funding to move forward with the Wichita Falls dark fiber network project. The project includes 35 sites built around 4 core hub sites.

infrastructure, many of the nation's largest network providers have come to Zayo to partner and peer so that they are able to expand their network reach. Zayo owns and operates its fiber optic backbone, which allows us to bypass some of the outdated, legacy infrastructure of the other carriers. Zayo has peering arrangements with all of our Tier 1 counterparts and many Tier 2 networks.



A Few Facts About Zayo



Zayo is listed on the New York Stock Exchange under the ticker symbol : ZAYO.



Zayo is fully staffed to handle the needs of our valued customers, with over 3,800 employees.



Our network continues to expand, with over 110,000 route miles, and growing.



Zayo serves over 391 markets globally.



Our current fiberoptic reach is over 7.7 million fiber miles, and continues to grow quarterly.

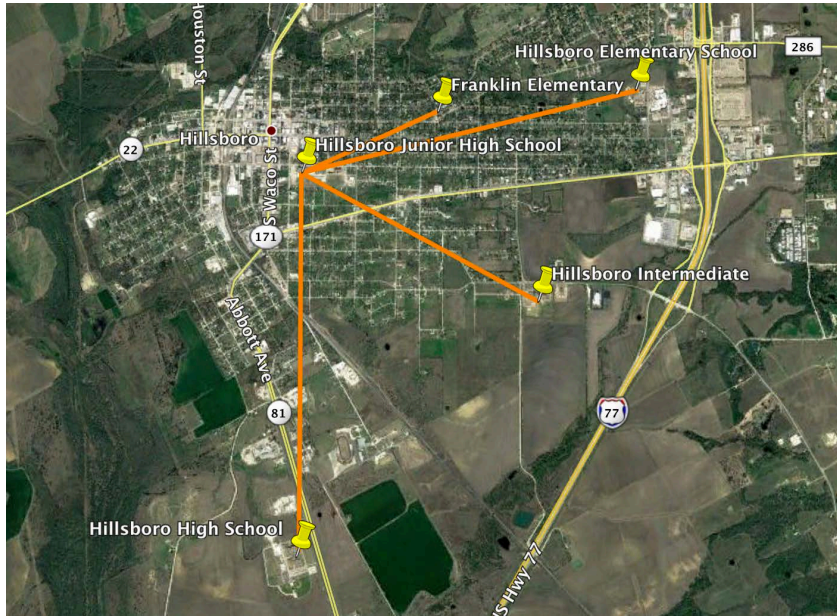


Zayo's annual sales volume exceeds \$1.5 billion.

Zayo Financials

Zayo Group, LLC. is a publically traded company. For an in-depth look at Zayo's corporate performance and financial statements, please visit: <http://investors.zayo.com/financial-reports>.

Your Design Details



This proposal includes a total of 5 sites: 4 remote sites and 1 hub site. All of these sites will have single laterals. As such, each site will have fiber pair constructed back to the hub site at 210 E. Walnut. Additionally, all sites will be set up for Dual AC power. Hillsboro ISD will be responsible for space and AC power at all locations. Hillsboro ISD is responsible for the cable or fiber from the Zayo demarcation to your equipment (Short Fiber patch cable or Ethernet Cat 5e Copper). Equipment can be wall or Rack mounted.

ZAYO FIBER SPECIFICATIONS

To enhance the reliability of the network and end-user experience long-term, Zayo only installs premium, carrier-grade fiber from top-tier manufacturers that is capable of light transmission at any speed. Other factors that enhance the network reliability include the following:

- Zayo's standard fiber engineering requirements generally fall within .25 dB at 1550 nm and .35 dB at 1310nm.
- Zayo's fiber connectors and adapters will be compliant with TIA/EIA 604.
- Zayo's design is based on 0.5dB per connector but generally comes in lower. Zayo will provide bidirectional OTDR and power meter results per span.
- Zayo will provide a small amount of slack cable (15-20 feet), and it will be neatly stored in each MDF in the event that a cable repair or relocation is required.
- Zayo will conduct insertion loss testing measuring end-to-end attenuation (including all fiber, splices and connectors) on all fiber links.

Technical Details

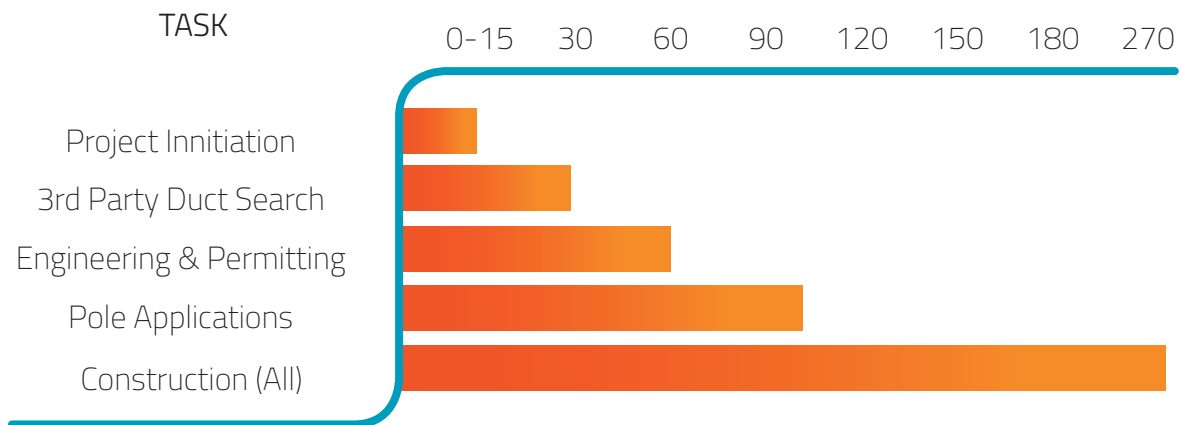
- Ciena FLEX3 WL3E at Remote Site(s)
- Ciena 6500 at Hub Site(s)

- Zayo will use double-ended loss test methodology.
- Zayo will record all power measurements to the nearest tenth of a unit of measure (to one significant digit in the decimal place, i.e., -14.3 dB) and will report results.
- Zayo will ensure each of the fibers meet appropriate standards before the network is accepted by Hillsboro ISD.
- Zayo will provide documentation of their fiber testing procedures, including referencing procedures for fiber-optic testing, prior to testing.

This document will list equipment to be used (manufacturer and model number) and the date when it was last calibrated. All test equipment used will have been factory calibrated (or by an approved calibration service provider) within the past two years. Zayo fiber will be terminated via a fiber distribution panel at each location.

Implementation Plan

New service installed to an on-net location (with ample bandwidth available) should require no more than 60 business days to complete. New fiber builds require between 90-120 business days, but could take much longer if the build is complex.



Below, you will find a list of Zayo’s responsibilities when installing new fiber.

Step	Name of Step	Responsible People	What Happens
1	Site Survey	Customer, Outside Plant (OSP) Engineer, Field Engineer & Contract Administrators (optional), Sales Engineer SE (optional)	Complete survey of customer premise to determine what actions need to take place in order to facilitate customer build. Provide Site Survey results to the assigned Field Engineer by Local Field Operations (Central Office Systems)
2	Develop Product Schedule	Project Manager	Create the project schedule
3	Internal Meeting	Project Manager, Sales Engineer, Account Executive, Service Manager	PM facilitates call to discuss and verify project details, and creates the Provisioning Plan
4	Outside Plant (OSP) Design	OSP Engineer	Submit the designs and diagrams based on site survey results to Field Engineer and Contract Administrator.
5	Meeting with the customer to review the project schedule	Project Manager, Customer, Sales	Discuss and confirm project details with the customer, Account Executive, Sales Engineer, and Service Manager. Update and distribute Project Plan.
6	Initiate Building License Agreement (BLA)	Contract Administrator	Provide PM an estimated turnaround time for BLA submission and completion (submission is 1-3 days). Attend weekly calls.

7	Obtain Ring Assignments	Transport Engineer	Responsible for coordinating with OSP Engineering to obtain ring assignments. Order any optical equipment needed for the build.
8	Issue Engineering Service Order	Field Engineering (FE)	Develops the Detailed Engineering Specification consisting of a detailed installation scope, site specifications, rack face drawings, system drawings, A-Z running lists, and detailed Bill of Materials. Orders the electrical equipment for the service, such as the Ethernet based equipment, power plant, fiber jumpers, etc.
9	Final BLA	Contract Administrator	Notifies the PM when the BLA is approved.
10	PO Status and Shipping Track	Purchasing	Tracks equipment and material delivery due dates.
11	Structure Load	Network Provisioning – Equipment Specification Engineer	Create Engineering Work Order and assign tasks. Load all equipment into system, ensuring the network topology is complete.
12	Obtain Permits	OSP Engineer	Obtains all required build permits
13	Receive Equipment	Warehouse, Operations, Project Manager	Receives and verifies equipment and material matches the detailed Bill of Materials.
14	Network Circuit Design	Network Provisioning – Circuit Design	Completes the network circuit design. This enables Service Delivery to design customer services.
15	OSP Construction	OSP Engineer	Coordinates Outside Plant construction (dependent on permitting and BLA).
16	Script Generation	Network Implementation Engineer	Generate initial configurations to place new devices in service during the network implementation. Work with Field Operations for node turn-up.
17	Schedule SMP (Scheduled Maintenance Procedures)	OSP Engineer, Operations Project Manager	Initiate SMPs for all fiber splicing, including new customer and network method of procedures (MOPs). Provide system info to the NOC for NOC customer notifications. Update and maintain all records in OSP Insight (schedule 15 business days in advance).
18	Equipment Installation	Implementation Engineer	Install equipment as described in the Engineering Service Order for the fiber build.
19	Fiber Splice, Node Cut-In	OSP, Network Implementation Engineer, Fiber Assigner	Field Ops and Network Implementation Engineers work together to turn-up the node on the network and complete the commissioning process. Assist in any troubleshooting of the fiber path.
20	Submit Job Completion Notice	Submit Job Completion Notice	Provide any redlines used to indicate a diversion from stated plan.
21	Validate Quality Assurance Alarm	Network Implementation Engineers	Performs the Quality Assurance Alarming Validation (confirm configuration and place into monitoring).
22	Delivery Date	Network Provisioning, Equipment Specification Engineer	Responsible for completing all internal paperwork and systems updates. Once completed, the build is complete and is Ready for Service (RFS).

Zayo has a significant amount of experience constructing fiber-optic networks, and thus is comfortable navigating all of the challenges that are faced in doing so. Zayo will take care of the following aspects of delivery as well:

- Timely acquisition of franchise agreements (right to own/operate fiber-optic infrastructure in a particular municipality)
- Permitting
- Timely search and acquisition of 3d Party Duct (lowers underground construction costs)
- Timely acquisition of aerial attachment rights (if applicable)
- Most of the challenges faced in construction projects of this nature involve access rights and securing construction permissions from 3rd parties.

COMPLIANCE

All construction work will be done in strict accordance with federal, state, local, and applicable private rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA. The resulting network will comply with the current requirements of all governing entities (FCC, NEC, DEC, and other national, state, and local codes).

MATERIAL

Zayo only installs premium, carrier-grade compliant fiber and other OSP construction materials from top tier manufacturers.

Service Level and Maintenance Support

Hillsboro ISD will receive Network Control Center (NCC) support and Service from Zayo employees, not from a third-party support contract that other vendors are likely to propose. This means that Hillsboro ISD will be serviced.

24/7/365 by Zayo employees with proactive monitoring to all sites. If there is an issue with any circuit, Zayo's dedicated 24/7/365 Network Control Center (NCC) will be alerted and a ticket will automatically be generated with Zayo engineers proactively working for resolution.

Hillsboro ISD will have transparency and accessibility into escalations. The entire management team, including senior executives, publish cell phone numbers and are reachable 24x7. Hillsboro ISD may escalate as it sees appropriate, not stifled by a tiered escalation desk.

Network Control Center Summary

NETWORK SURVEILLANCE

- 24x7x365 monitoring of Zayo network facilities & electronics
- Single screen fault management system for view of entire network
- Proactive identification of network faults and customer circuit troubles
- "Fix it fast" mentality for network impairments to prevent potential outages- all network impairments addressed immediately regardless of day/time

CUSTOMER REPAIR

- Staffed by knowledgeable, capable technicians that have the knowledge and authority to repair circuits
- Automated, proactive updates as trouble tickets are opened and worked
- Transparency and accessibility in escalations- entire management team up to Sr. Vice President publishes cell phone numbers and reachable 24x7. Customers may escalate as they see appropriate, not stifled by bureaucratic escalation desk.
- Customer focused flexibility with support for specialized testing, protection switch tests, circuit reroutes during customer emergencies, and other extraordinary support in pursuit of customer service

EVENT MANAGEMENT

- Proactive approach to network threats – hurricanes, winter storms, flooding, etc. with thorough communications
- Immediate engagement of all appropriate / necessary resources to aggressively resolve network outages
- Support of customer outage bridges for real-time updates during major events

Planned Maintenance Overview

MAINTENANCE REVIEW & NOTIFICATION:

- All maintenance cases submitted and tracked, automated customer impact assessment and customer notification via Zayo tools and systems.
- Cases manually reviewed for impact and proper notification intervals prior to processing.

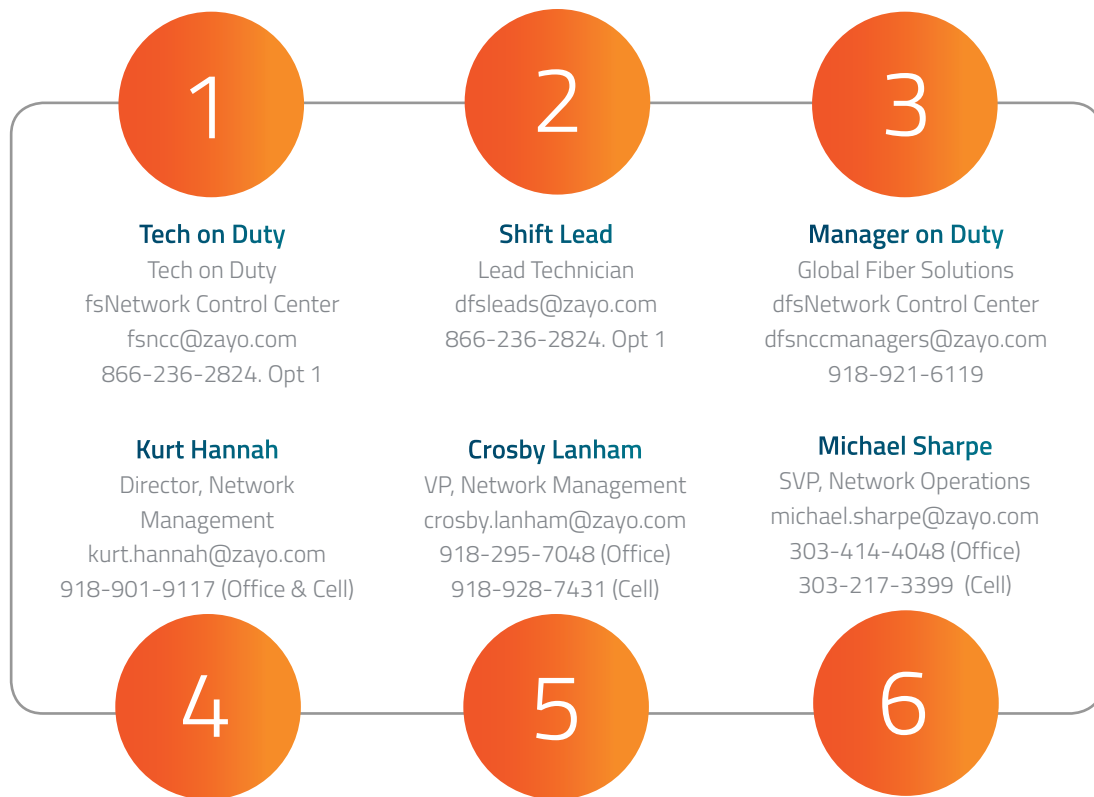
MAINTENANCE IMPLEMENTATION:

- Alarm review prior to execution to ensure normal network conditions and reduce risk of unplanned outage
- Customer communication before and after maintenance event to those customers experiencing service impact; customer bridges established upon request
- "All clear" from NOC and affected customers prior to releasing personnel performing activity

MAINTENANCE TEAM ESCALATION CONTACT INFORMATION

MR Team Manager: Vicki Harter / vicki.harter@zayo.com / 918.901.9106 (Office) 918.508.8823 (Cell)

Escalation Levels and Contacts



FOR THE LATEST ESCALATION PATH AND CONTACTS, PLEASE VISIT: LIVEZAYO.FORCE.COM

Tranzact

Zayo's approach to data transparency is that the more transparent, the better for you, and the better for us. We demonstrate our adherence to a philosophy of data transparency through our customer portal, called Tranzact. With our customer relationship management software, Salesforce.com, as the engine under the hood of Tranzact, the tool offers customers data analytics and management functionality against almost any information contained in Salesforce. Tranzact is the same tool used by our salespeople to serve our customers. It was designed as a circuit and service configuration and purchasing tool (already unique in the industry), and continues to evolve to expose more and more information to our customers at every stage of a service.

QUOTING A SERVICE ON TRANZACT

You will be able to research your locations against our network, and create quotes for any of Zayo's fiber services using the tool. All quotes you generate are saved to your account, and look like this:

Quote	Account	Status	Customer Id	Product Group	Product	Product Category	Bandwidth	Created Date	Expiration Date
Quote-446645	Test Account - Tranzact	Approved			Dark Fiber	Point to Point		09/07/2017	10/06/2017
Quote-446637	Test Account - Tranzact	Ordered			Dark Fiber	Point to Point		09/07/2017	10/06/2017
Quote-446622	Test Account - Tranzact	Approved			Standard Wavelength	Point-to-Point	10G	09/07/2017	10/06/2017
Quote-446476	Test Account - Tranzact	Approved			Dark Fiber	Point to Point		09/07/2017	10/06/2017
Quote-446102	Test Account - Tranzact	In-Process			Dark Fiber	Point to Point		09/06/2017	
Quote-446092	Test Account - Tranzact	Approved			ELine	Point-to-Point	1G	09/06/2017	10/05/2017
Quote-446071	Test Account - Tranzact	Approved			ELine	Point-to-Point	100Mb	09/06/2017	10/05/2017

ORDERING A SERVICE ON TRANZACT

Once you create a quote, you can turn that quote into an order by clicking on the "Create Order" button. This notifies the Tranzact and sales teams that an order has been placed and to contact you to work through the details of the order.

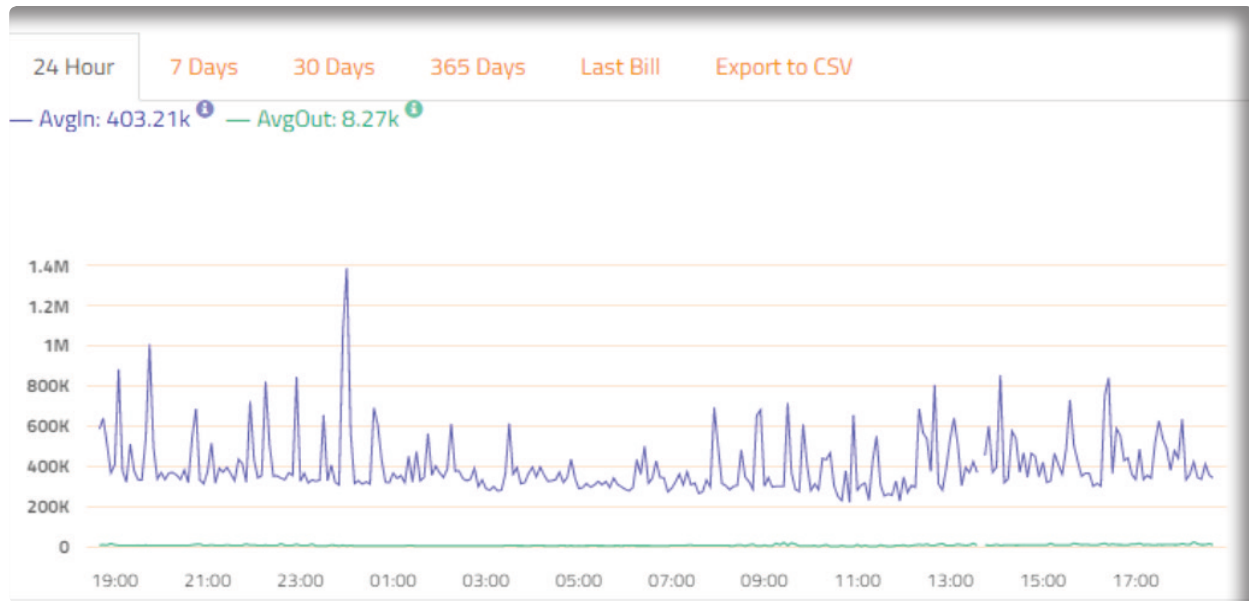
FOLLOWING THE PROVISIONING OF YOUR SERVICE

For each service ordered, you can track the status of the order through its provisioning steps. The project manager managing the installation includes notes within Tranzact tool that customers can follow.



SERVICE MANAGEMENT USING TRANZACT

Tranzact contains network utilization statistics of the services ordered. Using the utilization tool, you can easily see how close you may be to needing to upgrade bandwidth on a circuit by circuit basis. As you'll see in the tool, you can request utilization reporting for the past 24 hours, 7 days, 30 days, 365 days or you can define the time period you'd like to see. All data can be exported to CSV for deeper analysis. Usage graphic looks like this:

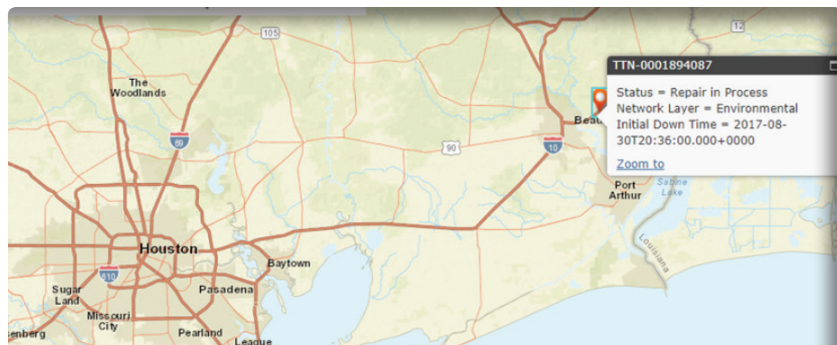


We will soon be adding performance management statistics to Tranzact that will measure jitter, latency, availability and throughput (packet delivery) to allow customers to track, in near-real time, how we're performing against the SLAs promised them.

Until these statistics are added to the tool, your account and service management team can report on them, with whatever frequency you require. Indeed, this is a standard element of Zayo's account management process. We conduct periodic operational reviews with our customers with the goal of ensuring that our services continue to meet your requirements.

NETWORK EVENTS & PERFORMANCE MANAGEMENT

Full data transparency means not hiding from the network impacting events that periodically occur. Again using Tranzact, you will be able to see these service degradation and outage events as they occur, directly within the tool. Also included is the length of each network outage, the repair status, the trouble ticket number (so you can track its status in the portal) and any notes added by the technician working on it.



BILLING

Every invoice is available in Tranzact, and you can pay bills online as well. Within the tool, you can establish a billing account and / or credit card system of payment, and you can pay bills by making a one-time payment or setting up automatic payments using ACH electronic funds transfer. "Convenience fees" or "transaction fees" are never charged for online payments. Payments made through Tranzact will be reflected immediately in the payment history section of the online payment section. Tranzact will email a receipt for every payment made.

Tranzact by zayo | Home | Quotes | My Sites | Service Management | Billing

Open A Support Ticket

Please select a service to troubleshoot

OPEN TICKET	Service	Account	BAN	Status	Product Group	Product	Product Category	Bandwidth	Term	Circuit Id	MRC	Customer PO	Location 1
	355382	test account		Active		Managed Cyber Security	Managed Cyber Security	12			CAD100.00	n/a	5201 Duke St Halifax, NS
	355374	test account		Active		Managed Cyber Security	Managed Cyber Security	12			CAD9,947.81	v	Cleanup Only Dublin

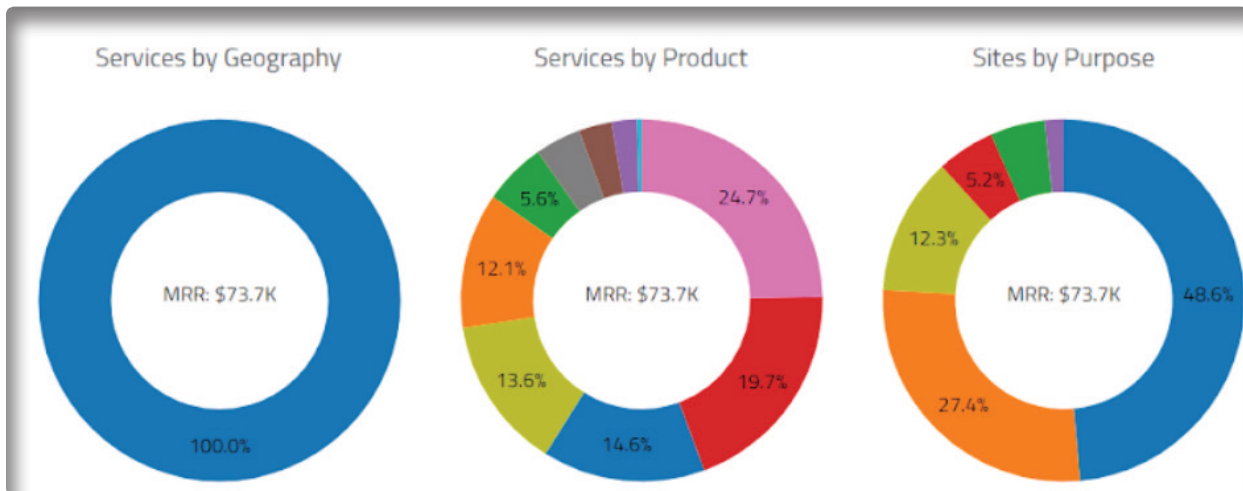
TICKETING

From time to time, your service will experience degradation or outage. If you detect an outage, you can open and track a trouble ticket online within Tranzact. Simply choose the service from your inventory of services in the tool to open a ticket.

To take a look at the Tranzact tool, please access it here: <https://tranzact.zayo.com/#/>. Through this link you'll have access to the shopping and quoting functionality. Your account team would be pleased to offer you the full demo to illustrate how Zayo's philosophy of data transparency can serve you and your authorized purchasers.

REPORTING

Using Tranzact, you can report on billing, performance management and SLAs. Tranzact's functionality for each of these areas includes an export tool that allows you to grab data from Tranzact and manipulate it in a CSV file or in Excel. In addition to all the reporting functionality described, an analytics dashboard is provided. If you wanted to see all billing locations broken out by service bought or by type of location, the results would look like this (note – hovering your mouse over each of these areas in Tranzact defines the category).



The background of the top half of the page features a grayscale image of two hands shaking in a firm grip. The hands are positioned centrally, with the fingers interlocked. The background is slightly blurred, showing what appears to be a building or office setting. The overall tone is professional and collaborative.

References

Northwest Independent School District

Adam Fiend, Chief Technology Officer

Phone: 817.215.0044 | Email: afeind@nisdtx.org

Project description – 10 Gbps DIA delivered over two 10 Gbps ports back to separate Zayo POPs.

Education Service Center Region 11

Rory Peacock, Executive Director of Technology

Phone: 817.740.3632 | Email: rpeacock@esc11.net

Project description – Built lit fiber WAN to ESC Region 11 schools and provide 10G+ Tier 1 IP internet.

Wichita Falls Independent School District

Shad McGaha, Chief Technology Officer

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Project description – Zayo recently received E-Rate funding to move forward with the Wichita Falls dark fiber network project. The project includes 35 sites built around 4 core hub sites.

SERVICE/PRODUCT MEETS SCHOOL NEEDS (20 POINTS)

Please see introduction, page 5.

PAST RELATIONSHIP WITH VENDOR (10 POINTS)

Zayo Group, LLC. looks forward to establishing a long and successful relationship with Hillsboro ISD.

TOTAL LONG TERM COST TO THE SCHOOL (10 POINTS)

Please see pricing on page 7.

Master Service Agreement

Master Service Agreement FOR E-RATE SERVICES

This Master Service Agreement for E-Rate Services ("MSA") is made effective as of (Month) (Day), 20 (YR) ("Effective Date") by and between Zayo Group, LLC, a Delaware limited liability company, and its affiliates and subsidiaries with an address of 1805 29th Street, Suite 2050, Boulder, CO 80301 ("Zayo") and (Customer Name), a school district/governmental entity in the State of Insert State, with an address of (Insert Address) ("Customer"). Each may be referred to herein as a "Party" and collectively as the "Parties."

ARTICLE 1 - GENERAL

1.1 Agreement Structure, Compliance with E-Rate Rules. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("Services") from Zayo utilizing funds obtained through the Federal Universal Service Fund program known as the "E-Rate Program" ("E-Rate" or "E-Rate Program") for its use and/or the use of its students, faculty, library patrons, and staff ("End Users") solely for educational purposes. The Parties acknowledge that E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Parties further acknowledge that the Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. The Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. Additional terms and conditions that apply to each type of Service are set forth in service schedules (each a "Service Schedule") made part of this MSA. The Parties agree that the terms of this MSA and the applicable Service Schedules shall apply only to Services purchased after the Effective Date utilizing E-Rate Program funds. This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) any other attachments, and any general terms and conditions provided by Customer agreed to by Zayo and attached hereto ("Customer Provided General Terms") are hereby incorporated herein, and shall collectively be referred to as the "Agreement."

1.2 Orders for Services. Customer may request Zayo to provide a Service by submitting a service order in a form provided by Zayo from time to time ("Service Order") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Zayo. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by Zayo.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MSA and the term(s) of any Service Schedule and/or Service Order, and/or any Customer Provided General Terms, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; (c) this MSA, and (d) the Customer Provided General Terms.

ARTICLE 2 - PAYMENT TERMS

2.1 Credit. If requested by Zayo, Customer shall complete and submit Zayo's standard credit application. Zayo may from time to time conduct a review of Customer's credit rating and payment history.

2.2 Billing Commencement. Zayo may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Schedule.

2.3 Invoicing and Payment Terms. Zayo will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. Such invoices, and, if applicable, E-Rate Form 474 requesting payment from USAC, will be issued by Zayo in accordance with then-current SPI or BEAR allocation and invoicing methods as described in E-Rate Program rules and as set forth in the Agreement. All amounts due Zayo are payable in full within thirty (30) days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, and subject to E-Rate funding approval and E-Rate Program rules, Zayo shall invoice Customer for any NRC upon acceptance of a Service Order.

2.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Zayo in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 2.3 from the date the payment was originally due. A dispute regarding bandwidth usage may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

2.5 E-Rate Funding, Non-Appropriations. Customer represents that it is a public entity and/or that the Services provided under the Agreement are subject to public funding sources, including E-Rate funding.

2.5.1 Cancellation for Denial of E-Rate Funding. Customer shall seek funding through E-Rate for some or all of the Services purchased under the Agreement. In the event that Customer's good faith application for E-Rate funding to purchase Services hereunder is either (a) denied in its entirety by USAC or (b) partially granted and Customer is unable to make up the difference with its own funding, then the Parties agree to enter into good faith negotiations to amend the applicable Service Orders to allow for Customer's purchase of Services at a reduced level (i.e.: fewer fibers, fewer locations served, removal of diversity, etc.). In the event a Service reduction is not feasible or the Parties cannot reach an agreement on the reduced Services, Customer may, upon written notice to Zayo, cancel the affected Service Order with no further liability to Zayo. Notwithstanding the foregoing, Customer expressly acknowledges and agrees that Zayo shall not be obligated to perform any work or to incur any costs to provide the Services to Customer prior to USAC approval of Customer's E-Rate funding and Customer agrees to reimburse Zayo for any such costs incurred by Zayo for any work related to a cancelled Service Order for E-Rate Services prior to the date of Customer's cancellation.

2.5.2 Termination for Non-Appropriation of Funds. Customer represents and warrants that, subject to USAC approval of Customer's application for E-Rate funding, all other necessary funds have been appropriated to satisfy the Customer's obligations for the underlying Service(s) through the first anniversary of the Service Commencement Date as set forth in the applicable Service Order (the "1st Anniversary"). If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any applicable Service Order, (b) the Customer has no alternative but to discontinue all facilities, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.), and (c) Zayo has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph (the "No Funding Notice"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "Effective Date of Termination" for this Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for

which no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed above in the affected Service Order; or (c) thirty (30) days from the date the above referenced No Funding Notice is received by Zayo. In the event of such a termination, the Parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive Zayo of the anticipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of, such service and shall not "terminate" any service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier.

ARTICLE 3 - TERM

3.1 MSA Term. This MSA shall be in effect for a period of five (5) years from the Effective Date ("Initial Term") unless terminated earlier as otherwise provided for in this MSA, and shall automatically renew for one (1) year periods thereafter (each a "Renewal Term" and together with the Initial Term, shall be referred to as the "Term") until either Party notifies the other Party of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

3.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the Service Order shall automatically renew for one (1) month periods (collectively, the "Service Term") until terminated by either Party upon at least thirty (30) days written notice prior to the end of the Service Term. Customer shall continue to be responsible for payment to Zayo for the Services to be terminated through the end of the thirty (30) day notice period. Following the initial Service Term stated in any Service Order, Zayo reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE

4.1 Customer Default.

4.1.1 Customer is in default of this MSA if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from Zayo; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Zayo ; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Customer Default").

4.1.2 In the event of a Customer Default, Zayo may suspend Services to Customer until Customer remedies the Customer Default, or Zayo may terminate this MSA and/or any or all of the Services being provided hereunder. Zayo may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Zayo at law or in equity.

4.2 Zayo Default.

4.2.1 Zayo is in default of this MSA if Zayo fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer ("Zayo Default"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Zayo Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Service Schedule.

4.2.2 In the event of a Zayo Default, Customer may terminate the Services and the Agreement upon written notice to Zayo. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 5 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services ("Other Fees and Surcharges"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 General Limitations. To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility providers, and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Zayo's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Zayo from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

6.2 Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6.3 No Liability for Certain Actions. Zayo is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End Users, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End Users. Zayo exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

ARTICLE 7 - INDEMNIFICATION

7.1 Indemnification. To the extent permitted by applicable law, each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained

in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Zayo is not obligated to indemnify Customer, and, to the extent permitted by applicable law, Customer shall defend and indemnify Zayo hereunder, for any claims by any third party, including End Users, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End Users; (b) damage to property or personal injury (including death) arising out of the acts or omissions of End Users; (c) termination or suspension of Services of Customer or End Users, due to a Customer Default; or (d) claims by a third party, including without limitation End Users, arising out of or related to the use or misuse of any Service.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 - CONFIDENTIALITY

Subject to applicable law and E-Rate Program rules, "Confidential Information" shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Zayo offers under this Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article to the contrary, the fact that Customer is a customer of Zayo shall not be deemed Confidential Information and Zayo may disclose the same without liability therefor.

ARTICLE 9 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action

or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the FCC, Zayo's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

10.2 Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state in which the Services are provided to Customer.

10.3 Prevailing Party. In the event that suit is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.4 Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Zayo and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

10.5 Assignment; Binding Effect. Neither Party shall transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Zayo may assign this Agreement without the consent of Customer, but upon written notice, to: (i) a subsidiary, a commonly owned affiliate, or a parent company; (ii) a partnership in which Zayo owns a majority interest following such transfer; and (iii) an entity which succeeds to all or substantially all of Zayo's assets as a result of a merger, sale or other similar transaction. Zayo shall provide prior written notice of any assignment permitted by this Section. Subject to the foregoing, this MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

10.6 Notices. Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

If to Customer:

[INSERT]

Attn: (Insert Name)

(Address)

City, State, Zip

If to Zayo:

Zayo Group, LLC

Attn: General Counsel, Legal
1805 29th Street, Suite 2050
Boulder, CO 80301
City, St, Zip

Billing Disputes:

Zayo Group, LLC

Attn: Accounts Receivable
1821 30th Street Unit A
Boulder, CO 80301
customerservice@zayo.com

10.7 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End Users.

10.8 Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the Customer. In the event that any one or more of the provisions of this MSA shall for any reason be held to be invalid or unenforceable, the remaining provisions of this MSA shall be unimpaired, and shall remain in effect and be binding upon the Parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

10.9 Counterparts/Facsimile Signatures. This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Schedule and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures for all applicable purposes.

10.10 Additional Provisions.

10.10.1 Debarment/Suspension. Zayo represents and warrants that it is not debarred or suspended by any federal agency.

10.10.2 Bribes and Gratuities. Zayo represents and warrants that it has not offered, or promised to offer or give, directly or indirectly, any bribe, money, gift, or gratuity to Customer or any representative of Customer.

10.10.3 Equal Employment Opportunity. Zayo represents and warrants that it will comply with all applicable equal employment opportunity laws. Zayo shall not deny any benefit to, exclude from any opportunity, or discriminate in any way against, any employee or any other person because of age, color, creed, sex, disability, national origin, race, religion, genetic information, or any other characteristic protected by law.

10.10.4 Bandwidth Upgrade. In the event that during the Service Term of a Service Order, Customer desires an upgrade to the bandwidth for a Service on such Service Order, Customer may request to upgrade such Service ("Original Service") to a higher bandwidth at the same location(s), subject to availability, provided that Zayo and Customer execute a Service Order ("Upgrade Service Order") reflecting: (i) an equal or greater monthly recurring charge as the Original Service, (ii) an Expiration Date for the Upgrade Service Order no earlier than the Expiration Date for the Original Service, (iii) Zayo's out of pocket costs to decommission the Original Service and turn up the Upgrade Service Order requested by Customer, which cost will be provided to Customer if Customer makes such a request prior to executing the Upgrade Service Order, and (iv) all other terms and conditions customary and typical to a Service Order. In the event the Parties execute an Upgrade Service Order, Customer shall continue to pay all charges for the Original Service until the Service Activation Date for the applicable Service set forth in the Upgrade Service Order, at which time the Original Service shall be terminated without early termination liability. Customer acknowledges and agrees that, as a condition to the upgrade option provided herein, Customer must provide Zayo at least ninety (90) days' notice of disconnection prior to disconnection of the Original Service.

ZAYO GROUP, LLC

Signature: _____

Name: _____

Title: _____

CUSTOMER NAME

Signature: _____

Name: _____

Title: _____

Ethernet & IP SLA

SERVICE SCHEDULE | ETHERNET & IP SERVICES

This Ethernet and IP Services Schedule ("Service Schedule") dated Month Day, 20 YR, is subject to, and made a part of, that Master Services Agreement ("MSA") dated Month Day, 20 YR entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of providing certain Ethernet services ("Ethernet Services") and Internet access services ("IP Services"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. DEFINITIONS. The following additional definitions shall apply to Ethernet and IP Services:

- 1.1. 95th Percentile Calculation means the calculation method used to measure Bandwidth usage for Service Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
- 1.2. Allocated MRC means, for a multipoint Service, a portion of a Monthly Recurring Charge allocated by Service and/or each Customer location as specified on a Service Order, and if not so specified in a Service Order then prorated based on the number of locations associated with the Service.
- 1.3. Bandwidth means the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted by Customer's Equipment.
- 1.4. Bandwidth Commitment means the Customer's commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC specified on the Service Order as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on a Service Order to be applicable.
- 1.5. Burst Bandwidth means the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. Burst Bandwidth must be specified on a Service Order to be applicable.
- 1.6. Dedicated Service means reserved bandwidth over Zayo's shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
- 1.7. Demarcation Point means the NNI and/or UNI interface port where Zayo hands off service to Customer except as otherwise specified on a Service Order.
- 1.8. Intercity means an Ethernet Service or IP Service between two or more different Core-Based Statistical Areas over Zayo's longhaul network.
- 1.9. Latency means the one-way delay of packets between designated pairs of core routers. The Service Level Objective

for Latency in Section 7 is applicable to packets that traverse a single network and are “in-profile” (conform to the performance attributes of the Service).

1.10. Metro means to an Ethernet Service or IP Service between two or more locations within the same Core-Based Statistical Area.

1.11. NNI (Network-to-Network Interface) means the physical interface used to interconnect to Zayo’s network. It provides the demarcation point between the Zayo and Customer networks.

1.12. Off-Net means any Service which does not meet the definition of On-Net in Section 1.13.

1.13. On-Net means any Service which connects two locations to which Zayo is already providing the same type of Service at the time of the Service Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Services (as defined herein) or special construction.

1.14. Packet Loss means the percentage of packets that were not sent and received successfully between designated pairs of core routers across Zayo’s network. The Service Level Objective for Packet Loss in Section 7 is applicable to packets that traverse a single network and are “in-profile” (conform to the performance attributes of the Service).

1.15. Protected Service means an Ethernet or IP Service which includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. For a Service to be deemed a Protected Service hereunder, the Service Order for such Service shall specifically state that such Service is a Protected Service.

1.16. Standard Service (as compared to Dedicated Service) means to non-reserved bandwidth over Zayo’s shared network with some oversubscription. Customer’s contracted bandwidth rate is not assured end-to-end in the event of network congestion.

1.17. UNI means User Network Interface is the interface used to interconnect a customer to Zayo’s network. The UNI also provides a reference point for demarcation between Zayo’s and Customer’s networks. Zayo is responsible for service up to the UNI point, which is the default Demarcation Point.

1.18. Unprotected Service means an Ethernet or IP Service which does not include a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. Any Service not expressly designated as a Protected Service on the applicable Service Order shall be deemed an Unprotected Service.

1.19. VLAN means Virtual Local Area Network, a network configuration that allows a group of hosts to communicate as if they were attached to the same wire, regardless of their physical location configured using the IEEE 802.1Q standard.

2. ACCEPTABLE USE POLICY. All Services shall be subject to and conditioned upon Zayo’s Acceptable Use Policy published at www.zayo.com, (the “Website”) and are hereby incorporated into the Agreement.

3. ETHERNET SERVICE DESCRIPTION. Zayo Ethernet Services provide dedicated or shared connectivity for transport of voice, data, video or other forms of communications traffic. Ethernet Service supports transmission speeds from 10Mbps up to 100Gbps. Ethernet Service terminates at the NNI or UNI port(s) typically located in a Customer’s common telecommunications facility or meet-me point, and meet IEEE 802.3 standards and use 802.1Q VLAN tagging and stacking to support certain configurations. In general, the service is based on terminology and attributes defined and used by the Metro Ethernet Forum (MEF). Ethernet Service generally follows the MEF definition of EPL and EVPL network configurations and can be specified on any Service Order in any of the following configurations:

3.1. Ethernet Service Configurations:

- a) E-LINE: an Ethernet private line (“EPL”) Metro or Intercity service comprised of a UNI at each Customer site connected via an Ethernet virtual circuit (“EVC”) providing point-to-point Ethernet transport services or an Ethernet virtual private line (“EVPL”) service comprised of an aggregation UNI or NNI at one site connecting multiple UNIs which serves to aggregate multiple Customer locations to a central hub location in a point to multipoint configuration.
- b) E-LAN: a meshed Metro or Intercity service comprised of a UNI at each of three or more Customer sites providing multipoint-to-multipoint Ethernet transport between three or more Customer locations. An ELAN Service can support unicast traffic and up to 10Mbps of multicast or broadcast traffic. ELAN can be ordered with a “Bandwidth Commitment – Aggregate” or as a “Bandwidth Commitment – Site Specific”. In an aggregate bandwidth configuration, Zayo may limit the traffic between any two Customer locations to the aggregate bandwidth divided by the number of Customer locations if Zayo determines that traffic in excess of such ratio has a detrimental impact on Zayo’s network.
- c) E-PDN: Ethernet Private Dedicated Network connectivity to two or more Customer UNIs across a completely private managed network over dedicated fiber strands and dedicated Zayo equipment on all ends. Available in point-to-point, point-to-multipoint, ring, or multipoint-to-multipoint configurations.

3.2. Optional Ethernet Features:

- a) Quality of Service (“QoS”): QoS enables Customer to prioritize traffic from multiple applications that may compete for the same network resources within the Ethernet Service on the Zayo network. By assigning pre-determined levels of network priority to bandwidth, Customer can achieve a more predictable traffic flow across the Zayo network. A QoS option is available for Metro or Intercity Ethernet Service.

Zayo offers the following classes of QoS ranging from highest to lowest network priority (“QoS Class(es)“):

1. Critical
2. Preferred
3. Enhanced
4. Basic

Metro QoS - is ordered as either “on” (enabled) or “off” (disabled). If Customer selects a QoS enabled option, the same will be designated on a Service Order. Customer will then be responsible for designating its traffic according to the QoS Classes. If the Service Order does not specify a QoS enabled option, Customer’s traffic will be treated with as “Basic” in terms of QoS Classes. If the Service Order specifies a QoS enabled option, Customer’s traffic will be treated as “Critical” in terms of QoS Classes.

Intercity QoS - is ordered by designating a separate Bandwidth Commitment to a QoS Class across all the ports in the Ethernet Service in a Service Order. Intercity QoS Bandwidth Commitments of different QoS Classes cannot be aggregated and as such, any Intercity QoS Bandwidth sent or received through a port in excess of the associated Bandwidth Commitments will be reprioritized as Basic.

- b) Additional Features: Ethernet Services may also allow Customer to utilize the Burst Bandwidth feature or to layer on DIA IP Service Configurations. Any such features must be designated on a Service Order.

4. IP SERVICE DESCRIPTION. IP Services include standard and Burstable IP services which provide dedicated connectivity and access to the public Internet via Zayo’s Tier 1 peering arrangements with various Internet network providers. IP services are provided over its high capacity, globally interconnected network with a single autonomous system. IP Service is available as multiservice IP Ports up to 100Gbps bandwidth. IP Service provides internet connections from a Zayo point of presence or Data Center/Collocation facility to one or more On-Net customer locations within a metropolitan area. IP Service can be specified on a Service Order in any of the following configurations:

4.1. IP Service Configurations

- a) IP Transit: provides multiservice ports available only in designated Zayo IP Points of Presence (“POP(s)”). Available only as either 1G, 10G and/or 100G ports, Minimum 1G commit for a 10G port, Customer provides cross-connect within POP.
- b) Dedicated Internet Access (“DIA”): The default configuration is fiber extension and secondary configuration is Ethernet access, or SONET access, other dark fiber or lit service configuration, as available.
- c) IPVPN: IP for Virtual Private Networks. Layer 3 VPN service leveraging Zayo’s IP network. Generally these services involve custom configurations driven by customer solution requirements.

4.2. Optional IP Features:

- a) Quality of Service. QoS is only available for Intercity IPVPN Service Configurations. Intercity QoS enables Customer to differentiate traffic within the IPVPN Service and on the Zayo network by assigning Bandwidth within the QoS Classes. Intercity QoS is ordered by designating a separate Bandwidth Commitment to a QoS Class across all the ports in the IPVPN Service in a Service Order. Intercity QoS Bandwidth Commitments of different QoS Classes cannot be aggregated and as such, any Intercity QoS Bandwidth sent or received through a port in excess of the associated Bandwidth Commitments will be reprioritized as Basic Bandwidth.
- b) Additional Features: Customer may request related services such as additional IP addresses, aggregated billing, Burst Bandwidth, primary and secondary DNS, or BGP.
- c) DDoS Mitigation Service. Distributed denial of service (“DDoS”) attacks may from time to time affect the Service that Zayo provides to Customer by flooding Customer’s system with incoming traffic. Zayo’s DDoS mitigation service (“DDoS Mitigation”) is a service that Zayo offers which attempts to mitigate DDoS attacks in accordance with the following procedure:
 - 1. Prior to the Service Activation Date, Customer and Zayo shall agree on a list of IP addresses to which the DDoS Mitigation applies.
 - 2. Zayo will initiate the DDoS Mitigation upon its receipt of telephone authorization at Zayo’s NOC from Customer’s authorized representative.
 - 3. Zayo’s DDoS Mitigation will provide managed re-routing of Customer’s DDoS-impacted traffic to one of Zayo’s global scrubbing facilities, thereby seeking to identify such traffic and re-route it through a system that identifies and drops such traffic.
 - 4. The DDoS Mitigation Service does not include: load balancing of traffic or of the Services; permanent archival/storage of log files; forensics or investigations; legal case preparation or PR incident support; security consulting services; disaster recovery planning; or permanent filtering/cleaning of traffic.

DDoS Unpredictability - Customer acknowledges and agrees that: (a) due to the unpredictable nature of DDoS attacks, there is no guarantee or warranty hereunder concerning the ability of the DDoS Mitigation to mitigate or defeat any DDoS attack; and (b) Zayo shall have no liability whatsoever for damages related to lost data, lost profits or lost revenues, even if Zayo has been advised of the possibility of such damages, or damages which result from any failure or inability of the DDoS Mitigation to mitigate or defeat any one or more DDoS attacks.

Special Terms for Sustained DDoS Attack - Zayo may suspend or blackhole Customer’s traffic if the Customer suffers a sustained DDoS attack whereby Customer’s traffic materially impacts Zayo’s network. If the DDoS attack lasts for more

than three (3) days, Customer will be charged an additional charge of \$10 per Megabit NRC for each day of continued DDoS Mitigation ("Sustained DDoS Attack Charge"). A Customer's authorized representative can request to stop a Sustained DDoS Attack Charge and associated DDoS Service by calling the Zayo's NOC.

5. EQUIPMENT AND INSTALLATION.

5.1. Zayo Equipment. Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's equipment ("Zayo Equipment"). Zayo's Equipment shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Zayo's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo's ownership interest in Zayo's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Zayo's Equipment, except as expressly authorized in writing by Zayo. Customer shall be liable for any loss of or damage to Zayo's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Zayo Equipment for the Service for the duration of the Service Term.

5.2. Access and Customer Premises Obligations. Customer, at its sole cost and expense, shall provide Zayo with access to all Customer locations for purposes of installation, maintenance, and repair of Zayo Equipment on Customer premises. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) to access, occupy and conduct telecommunication operations within each respective building and or property for the duration of the Service Term (including any necessary rights for Zayo to enter and access each building, and for providing all necessary cable pathways, building access and/or occupancy fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). However, notwithstanding Customer's responsibility, if Zayo is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Zayo for its costs related to obtaining and maintaining such licenses during the Service Term. Zayo shall provide reasonable notice under the circumstances to Customer prior to entering Customer's point of presence to install, maintain or repair any of the Zayo Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

5.3. Customer Equipment. Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point specified in the Service Order. Equipment and service beyond the Demarcation Point and/or interconnection between Zayo's facilities and terminal equipment and the wiring at the Demarcation Point shall be the responsibility of Customer ("Customer Equipment"). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Zayo network. Zayo shall have no obligation to install, maintain or repair any non-Zayo Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Zayo's Equipment, Customer shall compensate Zayo for actual time and materials expended during the service call.

6. SERVICE REQUESTS AND DELIVERY.

6.1. Acceptance and Projected Service Activation Date. Within five (5) business days of Zayo's acknowledgment of a Service Order for On-Net Services, or within two (2) business days after Zayo's receipt of its Off-Net provider's projected service activation date for Off-Net Services, Zayo will notify Customer (in writing or electronically) of its acceptance of the Service Order ("Service Order Acceptance"). Zayo may accept or reject any submitted Service Order in its sole discretion.

6.2. Firm Order Commitment Date. Zayo will provide a firm order commitment date ("FOC Date"), a date by which Zayo estimates it will turn over Service for Customer's use, unless a FOC Date is already stated in a Service Order. For Off-Net Services, Zayo shall notify Customer of the FOC Date within two (2) business days after Zayo receives an installation date from

its Third Party Provider.

6.3. **Service Activation.** After Zayo has determined that the Service conforms to the relevant Service Specifications, Zayo will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer ("Service Activation Notice"). The "Service Activation Date" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Zayo that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Zayo within such two (2) day period that the Service does not meet the Service Specifications, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement, the Service Activation Date will be deemed to occur as of the FOC Date or the date that Zayo is ready to deliver the related Service, whichever is later.

6.4. **Incrementally Delivered Services.** Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Services, when ready, which may result in different Service Activation Dates for such incrementally delivered Services. For multipoint Services, Zayo may incrementally deliver Service to each Customer location when ready. The Service Term for incrementally delivered multipoint Services shall begin on the Service Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Service Term from the Service Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Service Order, the charges associated with a delivered service will be based upon Section 1.2; additionally any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month. For all multipoint Services, Service Outage Credits shall be granted only to affected Customer locations based on Allocated MRC.

7. SERVICE LEVEL OBJECTIVES

7.1. Service Availability Objectives for Ethernet and IP Services

Service Element	Description	Measurement Timeframe	Service Outage Credit per Affected Service
Service Availability	Time that Service is available (i.e. unaffected by a Service Outage)	One (1) Month	Unprotected Services >3.6hrs to 4hrs = 10% of Allocated MRC (99.5% availability) Plus 10% of Allocated MRC for each additional full hour service is unavailable
			Protected Services >22min to 1hr = 10% of Allocated MRC (99.95% availability) Plus 10% of Allocated MRC for each additional full hour service is unavailable

7.2. Additional Service Element Objectives for IP and Ethernet Services

Service Element	Measurement	Measurement Timeframe	Service Outage Credit per Affected Service
Packet Loss	<p>Not to exceed the following values, as applicable to the affected QoS Classes, for a sustained period of two (2) or more hours:</p> <p>IP Transit or Basic QoS: 0.50% Enhanced QoS: 0.40% Preferred QoS: 0.30% Critical QoS: 0.20%</p>	Per Incident	See Packet Loss/Latency Service Outage Credit Chart
Latency	<p>Not to exceed the following values for a one way, sustained period of two (2) or more hours:</p> <p>North America <300 route miles: 15 ms North America 301-1000 route miles: 45 ms North America >1000 route miles: 75 ms Europe: 15 ms Trans-Atlantic: 80 ms Trans-Pacific: 120 ms</p>	Per Incident	See Packet Loss/Latency Service Outage Credit Chart
DDoS	Zayo will initiate DDoS Mitigation within fifteen (15) minutes after Zayo's receipt of telephone authorization from Customer's authorized representative at Zayo's NOC ("Authorization").	Per Incident	Initiation of DDoS Mitigation from Authorization: - 16-30 minutes=50% of DDoS Mitigation MRC - 30+ minutes=100% of DDoS Mitigation MRC

7.3. Packet Loss/Latency Service Outage Credits

Cumulative Duration of Service Level Failure(s)	Service Outage Credit - % of Allocated MRC for Affected Service(s)			
	Basic or IP Transit	Enhanced	Preferred	Critical
>2 hrs to 4 hrs.	5%	10%	15%	20%
>4 hrs. to 8 hrs.	10%	15%	20%	25%
>8 hrs. to 12 hrs.	15%	20%	25%	30%

>12 hrs. to 16 hrs.	20%	25%	30%	35%
>16 hrs. to 20 hrs.	25%	30%	35%	40%
>20 hrs. to 24 hrs.	30%	35%	40%	45%
>24 hrs.	50%	50%	50%	50%

8. SERVICE OUTAGE CREDITS FOR ON-NET SERVICES. Zayo will issue Service Outage Credits to Customer for On-Net circuits affected by interruptions in Service for Service Elements failures set forth above ("Service Outage"); provided, that any such interruption or failure of a service element will not be deemed a Service Outage if caused by: (a) any act or omission of the Customer or its End User Customers, or their representatives, contractors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-Zayo equipment or systems; (c) scheduled maintenance or planned enhancements or upgrades to Zayo's network; (d) Zayo not being given reasonable access to the premises; (e) Customer exceeds the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Service Order; or (f) a Force Majeure Event. Each of the events described in this Section 8 (a), (b), (c), (d), (e) and (f)

8.1. Service Outage Credit. In the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to one of the service credits set forth in Section 7 herein ("Service Outage Credit"). For any multipoint Service, the Allocated MRC shall be used for purposes of calculating Service Outage Credit per the table in Section 7. For purposes of determining the amount of a Service Outage Credit, the duration of a Service Outage begins when Zayo records a trouble ticket number and ends when the Service is restored or not failing to meet the Service Element Objectives in Section 7 ("Service Outage Duration"). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. In the event of a Service Outage during which Customer experiences multiple Service Element failures and/or Service Outages, the Service Outage Credits for each affected Service Element shall not be aggregated; rather, the Service Outage Credit shall be the greater of the Service Outage Credit applicable to any individual Service Element or Availability in Section 7. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed 50% of the MRC for the affected circuit.

9. ISSUANCE OF CREDITS. In order to receive Service Outage Credit, Customer must (a) immediately report the Service Outage for US Services to the Zayo Network Control Center at (866) 236-2824 or ncc@zayo.com, or for Canadian Services to Zayo Canada Network Control Center at (888) 404-9296 or CANCC@zayo.com, and open a trouble ticket and (b) make a written request for a credit within seven (7) days following the end of the month in which the Service Outage occurred. Upon receipt of Customer's request, Zayo will investigate the claim under the terms described in this Service Schedule. Credits will be granted only if Customer has afforded Zayo reasonable access to Customer's premises for appropriate repairs, maintenance, testing and any other work in order to remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is Zayo's sole obligation and Customer's sole remedy for any failure or non-performance of Wavelength Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

10. THIRD PARTY SERVICES. Zayo's Services may incorporate services provided by a third party ("Third Party Provider"), including, but not limited to, interconnect services (collectively "Third Party Services"). The costs of Third Party Services will be reflected in the applicable Service Order provided that Zayo may adjust the rates for Services that incorporate Third Party Services to reflect, without mark up, any increases in costs imposed on Zayo for Third Party Services after the effective date of the applicable Service Order. The service-specific terms and performance metrics associated with Third Party Services, including any available credits for non-performance, are limited to Zayo's terms with the applicable Third Party Provider. If Customer cancels a Service that incorporates Third Party Services without cause prior to the expiration of the applicable Service Term, Customer shall reimburse Zayo for any costs incurred by Zayo to terminate such Third Party Services, plus any charges

remaining under this Agreement. Where a Customer has requested a disconnect for a Service for which an LOA/CFA was required, the Customer must produce documentation of disconnect confirmation (Disconnect FOC or other) from the Third Party Provider.

ZAYO GROUP, LLC

Signature: _____

Name: _____

Title: _____

CUSTOMER NAME

Signature: _____

Name: _____

Title: _____

Dark Fiber SLA

DARK FIBER SERVICES SCHEDULE

Customer:

This Dark Fiber Services Schedule ("Service Schedule") is subject to, and made a part of, that Master Services Agreement ("MSA") entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Zayo network ("Dark Fiber") ("Dark Fiber Services" or "Services"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. DEFINITIONS. The following additional definitions shall apply to Dark Fiber Services:

1.1. Allocated MRC means a portion of a Monthly Recurring Charge allocated by Segment on a pro-rata basis, unless otherwise specified in a Service Order.

1.2. Backbone means the primary Zayo cable(s) in a given metropolitan area or long-haul route. As used in a metropolitan context, a backbone is typically a multi-ring fiber optic communication system connected to the areas central offices, carrier hotels, points of presence and other telecommunications nodes. As used in a long-haul context, a backbone is typically a point-to-point multi-cable route connecting telecommunications nodes in two metropolitan areas. Both collect and carry telecommunications traffic gathered from smaller lines that interconnect with it.

1.3. Costs mean any applicable cancellation, termination or other charges from a third party, charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or materials and equipment costs.

1.4. Customer Requirements shall have the meaning set forth in Section 4.2, below.

1.5. Demarcation Point is the network interface point specified on a Service Order where Zayo hands off Service to Customer.

1.6. Estimated Delivery Date is the date or delivery interval, specified in a Service Order, in which Zayo estimates the Dark Fiber Service to be available.

1.7. Lateral means a discrete fiber optic communication system Segment or spur owned by or acquired by Zayo that branches off from the Backbone to a Customer Location.

1.8. On-Net is a location to which, at the time that a Service Order is placed, Zayo (i) has available Dark Fiber, provisioned entirely on Zayo facilities (not including fiber optic infrastructure provided by a third-party supplier or requiring special construction) and (ii) has the right to connect its Dark Fiber to Customer at a designated termination point.

1.9. Off-Net is a location which does not meet the definition of On-Net.

- 1.10. Service Specifications means both the definitions and performance specifications of a Service detailed herein and in a Service Order.
- 1.11. Segment is a span of Dark Fiber between Locations specified in a Service Order.
- 1.12. Zayo POP refers to Zayo's point of presence at which Zayo provides interconnectivity to its network routes and facilities.

2. GRANT OF LEASE. As of the Service Activation Date for any Dark Fiber ordered under a Service Order, Zayo agrees to lease to Customer, and Customer agrees to lease from Zayo, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Zayo's personal property even if installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Zayo installed between the Demarcation Points. Customer shall keep Zayo's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, any taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Zayo, Zayo shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Zayo herein to remedy a breach of this Schedule. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

3. SERVICE REQUESTS AND DELIVERY

3.1. Service Order Acceptance. Zayo may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.

3.2. Service Activation. After Zayo has determined that the Service conforms to the relevant Service Specifications (including power and OTDR testing to verify performance within industry standard for calculated budget loss), Zayo will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("Service Activation Notice"). The "Service Activation Date" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Zayo that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Zayo within such two (2) day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Zayo from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement including obtaining the necessary Customer Requirements, Zayo may continue with the acceptance procedures to the extent possible and the Service Activation Date will be deemed to occur as of the Estimated Delivery Date or the date that Zayo is ready to deliver the related Service, whichever is later.

3.3. Incrementally Delivered Segments. Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Segments of a Service, when ready, which may result in different Service Activation Dates for such incrementally delivered Segments. The initial Service Term for each incrementally delivered Segment shall begin on its respective Service Activation Date and end after the period specified as the Service Term from the Service Activation Date of the last Segment delivered. The charge associated with a delivered Segment will be based on the Allocated MRC.

2. EQUIPMENT AND INSTALLATION

2.1. Access and Customer Premises Obligations. In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically

compatible cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related Costs to connect to the Demarcation Point and for securing all rights and paying the related Costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, Lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "Customer Requirements" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location.

2.2. Zayo Facilities. Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's, conduit, fiber optic cable, fiber termination panels or any other equipment ("Zayo Facilities"). Customer shall be liable for any loss of or damage to Zayo Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment other than Zayo Facilities, Customer shall compensate Zayo for actual time and materials expended during the service call and for any work performed by Zayo on non-Zayo facilities.

3. USE OF SERVICE

3.1. Subject to the limitations set forth in this Schedule, Customer shall use the optical fiber strands of the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant infeasible or other rights of use in or to all or any part of the optical fiber strands as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

3.2. Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise the Dark Fiber. Customer will not install any equipment to be used with the Service that damages or interferes with Zayo network.

4. MAINTENANCE, RELOCATION AND ADJUSTMENTS

6.1. Maintenance. Zayo shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with Exhibit A. Customer shall reimburse Zayo for its proportionate share of Non-Routine maintenance. In the event Zayo is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Zayo's services, Zayo reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense.

6.2. Relocation. Customer acknowledges and agrees that, after the Service Activation Date, Zayo may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Zayo network. In such event Customer shall reimburse Zayo for its proportionate share of the Costs related to such relocation

6.3. Adjustments. The Monthly Recurring Charge for the Dark Fiber Service shall be adjusted annually effective December 31st of each year by the greater of (i) four percent (4%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI

Adjustment”) for the preceding 12 month period. In the event the Bureau of Labor Statistics (or any successor organization) no longer publishes the CPI-U, Zayo may, in its reasonable discretion, designate a replacement index.

DATED this _____ day of _____, 20_____.

ZAYO GROUP, LLC

Signature: _____

Name: _____

Title: _____

CUSTOMER NAME

Signature: _____

Name: _____

Title: _____

Exhibit A | Monitoring, Maintenance & Repair

1. Purpose. This Exhibit describes the policies and procedures Zayo utilizes to monitor and maintain the Dark Fiber Service. Zayo shall ensure that the Dark Fiber Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers’ specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the Dark Fiber Service. Zayo reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.

2. Network Monitoring. Zayo’s Network Operations Center (“NOC”) proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Zayo utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.

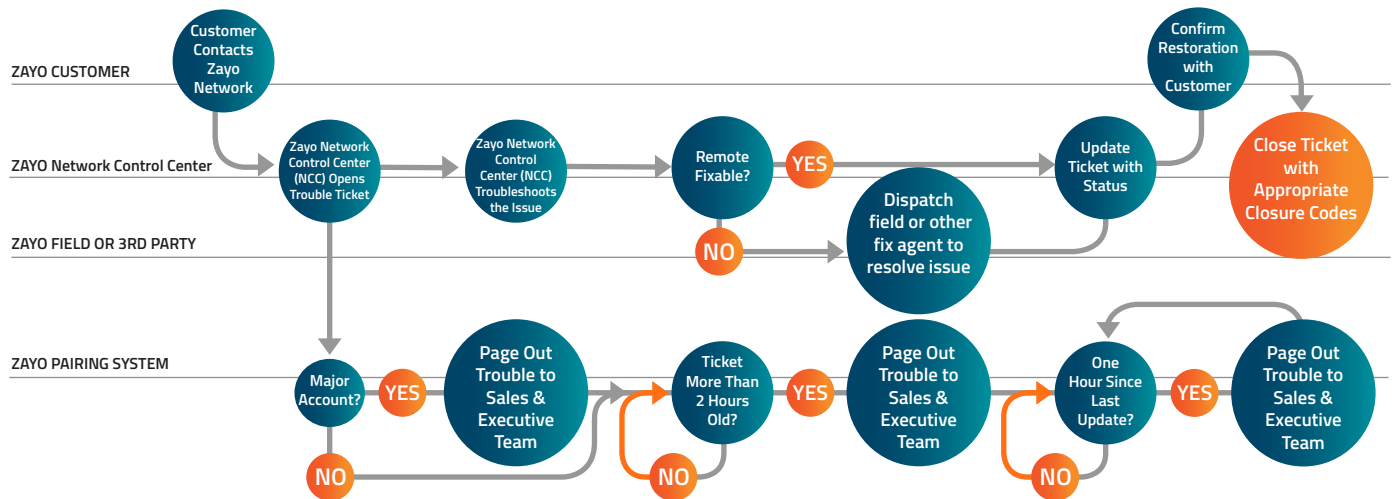
3. Routine Maintenance. Routine Maintenance is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network, Zayo shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local “Call Before You Dig” program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Dark Fiber Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Zayo NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Zayo will provide Customer with ten (10)

business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.

4. Non-Routine & Emergency Maintenance. Non-Routine Maintenance is maintenance that restores the functionality of the Dark Fiber Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the Customer's side of the Demarcation Point. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Zayo Customer Support at 1-866-236-2824, or mr@zayo.com. Escalation procedures following opening of a Trouble Case are defined below.

5. Fiber Optic Cable Repair & Restoration. Following receipt of Customer's notification of a Trouble Case, Zayo shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Zayo has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Zayo shall use its best efforts to begin Service restoration within two (2) hours following identification of such failure. Zayo shall use its best efforts to then restore the functionality of the Dark Fiber Service no later than six (6) hours following initiation of restoration activities. During an outage Zayo shall contact Customer on a regular basis, to update the status of restoration. Zayo is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Zayo reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.

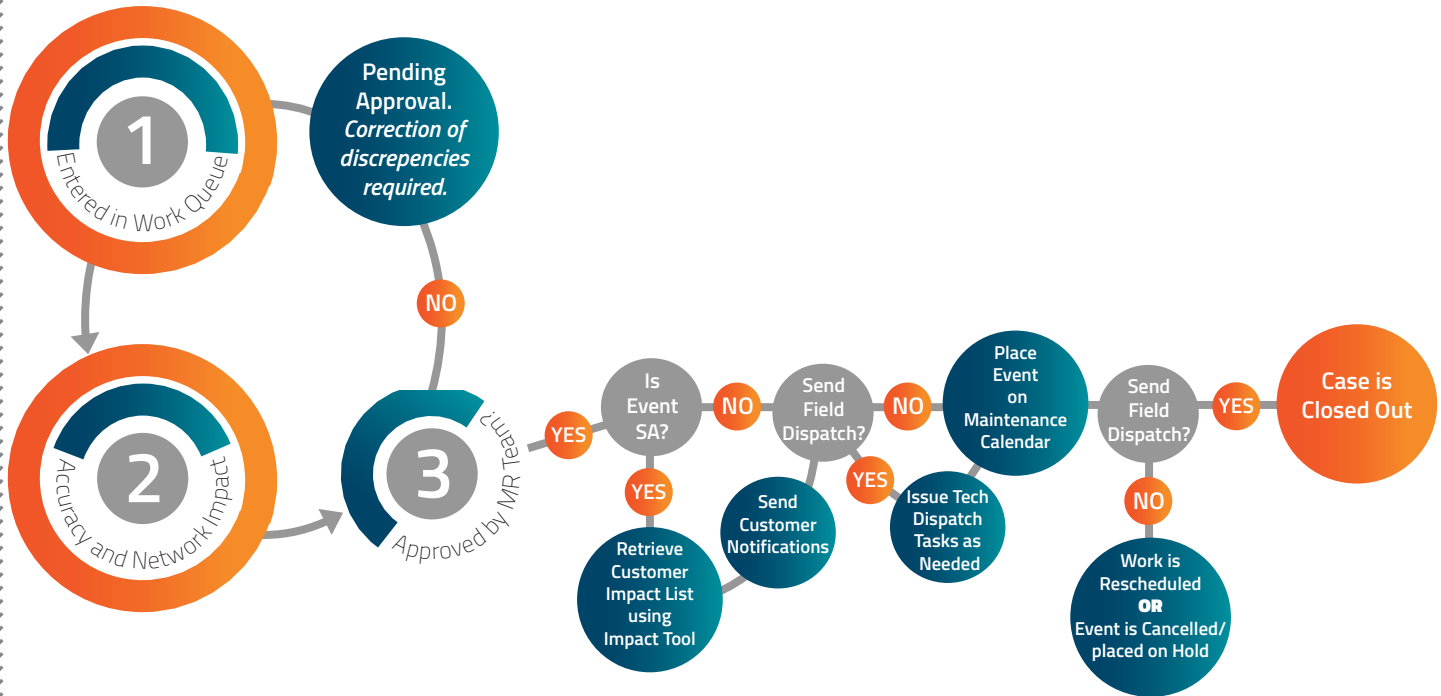
Your Network Repair Process



Steps in chronological order:

- Cut occurs
- Testers are dispatched
- Restoration crew(s) are dispatched
- Testers arrive for OTDR shots
- Restoration crew(s) are directed to cut location
- Restoration crew(s) arrive
- Splicing starts
- Splicing completed
- Service is restored

Maintenance Process



Key Abbreviations:

Service Affecting (SA) - Service Affecting changes directly impact the service of Zayo Bandwidth, external or internal.

Potentially Service Affecting High-Risk (PSA-High) - PSA-High changes have a high potential of impacting the service of Zayo Bandwidth, external or internal, even if no impact is expected. These changes are often more complex in nature and thus incur more risk to the environment.

Non-Service Affecting (NSA) - Any change that has absolutely no possibility of impacting the service of Zayo Bandwidth, external or internal is considered NSA. This is a very limited scope of work and is often considered standard operating procedure.

Sample Bill



4772 Walnut Street - Suite 100
Boulder, CO 80301-0000

Address Service Requested

Check here for change of address [\(see reverse for details\)](#)

CUSTOMER NAME ATTN:
ACCOUNTS PAYABLE
STREET
CITY, STATE ZIP

Zayo Group, LLC
PO Box 952136
Dallas, TX 75395-2136



Remittance Section

Customer Name	CUSTOMER NAME
Account Number	00001
Past Due Amount	xxx.xx CR
Current Charges	xxx.xx
Statement Date	12/01/16
Due Date	12/31/16
Total Amount Due:	\$x,xxx.xx
Amount Paid	CR\$

Please make checks payable to: *Zayo Group, LLC*

Please detach and return above portion with your payment.

Summary of Account

Telecommunications Service	xxx.xx
Total Current Charges	xxx.xx
Previous Bill	x,xxx.xx CR
Payment Received	.00
Adjustments	xxx.xx CR
Past Due Amount	x,xxx.xx CR
Current Charges	xxx.xx
Total Amount Due	x,xxx.xx CR
Due Date	12/31/16



Account Number: XXXXX
Statement Date: 12/01/16

Important Messages

Thank you for being a valued Zayo customer!

Paying and Understanding your bill

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

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

For questions regarding service availability, call our Network Control Center at 1-866-236-2824, Option 1 or email ncc@zayo.com.

For any other questions, call a Service Expert at

1-866-364-6033, Option 4 or email serviceexperts@zayo.com.

Leave us Feedback at www.zayo.com/surveys/billing

Detail of Payments and Adjustments

Date	Description	Adjustments	Payments
Totals		xxx.xx CR	



Current Charges Summary

Charges for Services	
For Dec 1, 2016 To Dec 31, 2016	<u>Amount</u>
Monthly Charges	xxx.xx
Total Charges for Services	xxx.xx
<hr/>	
Other Fees and Surcharges	
	<u>Amount</u>
Government Fees - MRC	xx.xx
Property Tax Surcharge - MRC	xx.xx
Total Other Fees and Surcharges	xx.xx
<hr/>	
Taxes and Surcharges	
Total Taxes and Surcharges	.00
<hr/>	
Total Current Charges Summary	xxx.xx

Service Detail

IPYX//ZYO - DIA			
Bill From: xx/xx/xxxx		Bill To: xx/xx/xxx	
Service Order Number		MRC Amt:	\$x,xxx.xx
Description / Speed	DIA	Other Fees:	\$xx.xx
Interface Speed	1G		
Term	36		
Location	Street, City, State, Zip IPYX//ZYO - DIA		
Current Charges for			\$x,xxx.xx
USAC//ZYO - USAC School Funding Credit			
Bill From: 12/01/2016		Bill To: 12/31/2016	
Form 471#		MRC Amt:	\$x,xxx.xx CR
FRN#			
SPIN #	143023855		
Customer PO Number	FY July2016 to June2017		
Service Order Number			
Current Charges for			\$x,xxx.xxCR
Current Charges for Account# xxxxx			
		Total MRC Amt:	\$xxx.xx
		Other Fees:	\$xx.xx
		Total Charges:	\$xxx.xx

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Colorado, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com															
INSURED Zayo Group, LLC 1805 29th Street Ste 2050 Boulder, CO 80301		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Sentry Casualty Company	28460	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: W5092741** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3604-53-52	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			7359-90-85	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			7989-77-47	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-20463-01	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation & Employers' Liability			90-20463-02	01/01/2018	01/01/2019	E.L. Each Accident \$1,000,000
							E.L. DISEASE - EA EMP \$1,000,000
							E.L. DISEASE - POL LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured also includes Electric Lightwave Communications Inc.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David C. Benson</i>

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IRS W-9

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zayo Group Holdings, Inc.

2 Business name/disregarded entity name, if different from above
Zayo Group, LLC.

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
400 Centennial Parkway, Suite 200

6 City, state, and ZIP code
Louisville, CO 80027

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

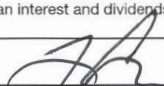
Social security number									
or									
Employer identification number									
2	6	-	1	3	9	8	2	9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 1/13/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

The title "Required Forms" in a large, blue, sans-serif font, positioned over a background image of a city street with light trails from traffic.

Zayo vs Incumbent After E-Rate Cash Flow Comparison

Estimated 80% E-Rate Discount	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Zayo WAN Bandwidth	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN	10G PDN
Zayo Construction Charge	\$23,530	\$23,530	\$23,530	\$23,530	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Zayo Monthly Recurring Charge	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242
Total	\$23,772	\$24,014	\$24,256	\$24,498	\$24,740	\$24,982	\$25,224	\$25,466	\$25,708	\$25,950	\$26,192
Incumbent Construction Charge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Incumbent Monthly Recurring Charges	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774	\$13,774
Total	\$13,774	\$27,548	\$41,321	\$55,095	\$68,869	\$82,643	\$96,417	\$110,190	\$123,964	\$137,738	\$151,512
Zayo Savings	-\$9,998	\$3,534	\$17,066	\$30,598	\$44,130	\$57,661	\$71,193	\$84,725	\$98,257	\$111,789	\$125,320

-Hillsboro ISD is eligible to pay it's 20% portion of construction charges over 4 annual payments

- Making an investment with Zayo shows an ROI your SECOND YEAR. Zayo's marginal cost increase from moving to 10G provides a network that is future proofed against the skyrocketing demand for bandwidth in K-12

- Zayo's Private Dedicated Network will enable Hillsboro ISD to meet and exceed FCC standards of 1G for every 1,000 students in the near term and 10G for every 1,000 students in the long term.

- Initial investment in NRC will lead to significant cost savings in your SECOND YEAR. \$3,534 after two years and over \$125k over 10 years.

Craig Pool
 Zayo Group: Channel Manager
 Phone: 720.935.2128
 craig.pool@zayo.com



Zayo - Dark Fiber

If you're looking for limitless bandwidth and want to manage and control your network, then Zayo's extensive dark fiber network is the solution for you. Our dark fiber is secure and scalable with virtually unlimited

Customer Details

Hillsboro ISD
 121 E. Franklin
 Hillsboro, TX 76645

Solution Details

- Customer can make annual NRC payments across 4 years
- Completely owned and operated Tier 1 fiber Netwo
- Island network design, extremely low latency
- Limitless bandwidth, bandwidth profiles are determined by district's choice of electronics
- **24/7/365 monitored for repair**
- **Backed by one of the nation's largest Dark Fiber providers**

Customer	Hillsboro ISD	Allowable Contract Date	11/16/18
E-Rate Discount	80%	Zayo SPIN	143023855

Pricing Schedule

60 Month Options

Location	Bandwidth	Term	Monthly Recurring	Special Construction	Post E-Rate MRC	Post E-Rate/CTF NRC
2 Fibers to each site	Dark Fiber	60 Months	\$1,210.00	\$1.00	\$242.00	\$0.10
4 Fibers to each site	Dark Fiber	60 Months	\$2,057.00	\$444,448.00	\$411.40	\$44,444.80
8 Fibers to each site	Dark Fiber	60 Months	\$3,487.00	\$444,448.00	\$699.40	\$44,444.80

120 Month Options

Location	Bandwidth	Term	Monthly Recurring	Non-Recurring	Post E-Rate MRC	Post E-Rate/CTF NRC
2 Fibers to each site	Dark Fiber	60 Months	\$1,100.00	\$444,448.00	\$220.00	\$44,444.80
4 Fibers to each site	Dark Fiber	60 Months	\$1,870.00	\$444,448.00	\$374.00	\$44,444.80
8 Fibers to each site	Dark Fiber	60 Months	\$3,190.00	\$444,448.00	\$638.00	\$44,444.80

180 Month Options

Location	Bandwidth	Term	Monthly Recurring	Non-Recurring	Post E-Rate MRC	Post E-Rate/CTF NRC
2 Fibers to each site	Dark Fiber	60 Months	\$1,000.00	\$444,448.00	\$200.00	\$44,444.80
4 Fibers to each site	Dark Fiber	60 Months	\$1,700.00	\$444,448.00	\$340.00	\$44,444.80
8 Fibers to each site	Dark Fiber	60 Months	\$2,890.00	\$444,448.00	\$578.00	\$44,444.80

-Pricing does not include any 3rd party Net Ex cross-connect fees, or zColo cross-connect fees.

-Pricing is valid for 30 days after the approval date.

-Additional property tax and cost recovery charges will apply unless stated otherwise within the governing terms of the service.

-Monthly Lease and O&M fees are subject to CPI or 4% increase whichever is greater unless stated otherwise within the governing terms of the service. .

-Pricing assumes fiber availability at time of installation.

Hillsboro ISD can pay undiscounted SCC over 4 years



Zayo - Private Dedicated Network

If you need the security, scalability and dependability of a private network, but don't want the burden of owning and operating your own network infrastructure, then Zayo's private dedicated network services might suit your business.

As a trusted network provider, Zayo has designed, installed and managed hundreds of the most complex Dedicated Solutions for the most demanding customers in the industry, including financial institutions, healthcare providers,

Customer Details

Hillsboro ISD
 121 E. Franklin
 Hillsboro, TX 76645

Solution Details

- Customer can make annual NRC payments across 4 years
- Completely owned and operated Tier 1 fiber Network
- Private network design, extremely low latency
- Limitless bandwidth
- **24/7/365 monitored for repair**
- **Backed by one of the nation's largest IP/Lit/Dark Fiber providers**

Customer	Hillsboro ISD	Allowable Contract Date	11/16/18
E-Rate Discount	80%	Zayo SPIN	143023855

Pricing Schedule

36 Month Term

Location	Bandwidth	Term	Monthly Recurring	Special Construction	Post E-Rate MRC	Post E-Rate
Hillsboro Junior High (Hub)	10G x 10G	36 Months	\$420.00	\$25,496.36	\$84.00	\$5,099.27
Hillsboro Intermediate	10G x 10G	36 Months	\$420.00	\$104,899.32	\$84.00	\$20,979.86
Hillsboro High School	10G x 10G	36 Months	\$420.00	\$158,805.91	\$84.00	\$31,761.18
Hillsboro Elementary	10G x 10G	36 Months	\$420.00	\$115,826.33	\$84.00	\$23,165.27
Franklin Elementary	10G x 10G	36 Months	\$420.00	\$65,562.08	\$84.00	\$13,112.42
Total			\$2,100.00	\$470,590.00	\$420.00	\$94,118.00

Hillsboro ISD can pay undiscounted SCC over 4 years

-Pricing does not include any 3rd party Net Ex cross-connect fees, or zColo cross-connect fees.

-Pricing is valid for 30 days after the approval date.

-Additional property tax and cost recovery charges will apply unless stated otherwise within the governing terms of the service.

-Monthly Lease and O&M fees are subject to CPI or 4% increase whichever is greater unless stated otherwise within the governing terms of the service.

-Pricing assumes fiber availability at time of installation.



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Customer Details

Hillsboro ISD
 121 E. Franklin
 Hillsboro, TX 76645

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- Customer can make annual NRC payments across 4 years
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- Backed by one of the nation's largest IP/Lit/Dark Fiber providers

Customer	Hillsboro ISD	Allowable Contract Date	11/16/18
E-Rate Discount	80%	Zayo SPIN	143023855

Pricing Schedule

36 MONTH TERM

Location	Bandwidth	Term	Monthly Recurring	Non-Recurring	Post E-Rate MRC	Post E-Rate
Hillsboro Junior High (Hub)	1G x 1G	36 Months	\$315.00	\$25,496.36	\$63.00	\$5,099.27
Hillsboro Intermediate	1G x 1G	36 Months	\$315.00	\$104,899.32	\$63.00	\$20,979.86
Hillsboro High School	1G x 1G	36 Months	\$315.00	\$158,805.91	\$63.00	\$31,761.18
Hillsboro Elementary	1G x 1G	36 Months	\$315.00	\$115,826.33	\$63.00	\$23,165.27
Franklin Elementary	1G x 1G	36 Months	\$315.00	\$65,562.08	\$63.00	\$13,112.42
Total			\$1,575.00	\$470,590.00	\$315.00	\$94,118.00

Hillsboro ISD can pay undiscounted SCC over 4 years

-Pricing does not include any 3rd party Net Ex cross-connect fees, or zColo cross-connect fees.

-Pricing is valid for 30 days after the approval date.

-Additional property tax and cost recovery charges will apply unless stated otherwise within the governing terms of the service.

-Monthly Lease and O&M fees are subject to CPI or 4% increase whichever is greater unless stated otherwise within the governing terms of the service.

-Pricing assumes fiber availability at time of installation.