

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** - 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 location associated with the Service. The Term of any Service Order with a multipoint Service shall begin when the last Service to a Customer Location has been delivered.
 - 1.3 **Bandwidth** – 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** - 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** - 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** - refers to reserved bandwidth over Zayo's shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
 - 1.7 **Intercity** refers to an Ethernet Service or IP Service between two or more different metropolitan service areas over Zayo's longhaul network.
 - 1.8 **Latency** is 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).
 - 1.9 **Metro** refers to an Ethernet Service or IP Service between two or more locations within the same metropolitan service area.
 - 1.10 **NNI** (Network-to-Network Interface) is the physical interface used to interconnect to Zayo's network. It provides the point of demarcation between the Zayo and Customer networks.
 - 1.11 **Off-Net** is any Service which does not meet the definition of On-Net in Section 1.12.
 - 1.12 **On-Net** is 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.
 - 1.13 **Packet Loss** is 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).
 - 1.14 **Point of Demarcation** is the NNI and/or UNI interface port where Zayo hands off service to Customer except as otherwise specified on a Service Order.
 - 1.15 **Protected Service** is 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) refers 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 - the 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 Point of Demarcation.

1.18 Unprotected Service is 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 - 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 10Gbps. 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 with multiple 10Gbps ports, Zayo may limit the traffic between any two Customer locations to the aggregate bandwidth divided by the number of Customer locations if traffic in excess of such ratio causes detrimental impacts to 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 10Gbps 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 and/or 10G 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.

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 the building and or property for the duration of the Service Term. 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 Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between Zayo's facilities and terminal equipment and the wiring at the Point of Demarcation 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, so long as reasonable.

6.2 Firm Order Commitment Date. Within five (5) business days of Service Order Acceptance for On-Net Services, Zayo shall notify Customer of the Firm Order Commitment date by which Zayo intends to activate the Service and turn it over for Customer's use ("**FOC Date**"). 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. 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.

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.

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% (99.95% availability) of Allocated MRC 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 Credit per Affected Service
Packet Loss	Not to exceed the following values, as applicable to the affected QoS Classes, for a sustained period of two (2) or more hours: IP Transit or Basic QoS: 0.50% Enhanced QoS: 0.40% Preferred QoS: 0.30% Critical QoS: 0.20%	Per Incident	See Packet Loss/Latency Service Credit Chart
Latency	Not to exceed the following values for a one way, sustained period of two (2) or more hours: North America Metro (<300 fiber miles): 15 ms North America Intercity (>300 fiber miles): 45 ms Europe: 15 ms Trans-Atlantic: 80 ms	Per Incident	See Packet Loss/Latency Service Credit Chart

7.3 Packet Loss/Latency Service Credits

Cumulative Duration of Service Level Failure(s)	Service Credit - % of Allocated MRC for Affected Customer Location(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 to 48 hrs.	50%	50%	50%	50%
>48 hrs	75%	n/a	n/a	n/a

8. SERVICE CREDITS FOR ON-NET SERVICES. Zayo will issue Service Outage Credits and/or Service Credits to Customer for On-Net circuits affected by interruptions in Service, including Service Credits for Service Level 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) shall be deemed an "Excused Outage."

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 100% 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 to the **Zayo Network Control Center at (866) 236-2824 or ncc@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 an Ethernet Service or IP 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

COMPANY NAME

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____