



Highline Public Schools Board Action Report

Supports the Strategic Plan

DATE:2/14/19

FROM: Dr. Susan Enfield, Superintendent

LEAD STAFF:Mark Finstrom, Chief Technology Officer

For Introduction:2/20/19 For Action:3/6/19

I. TITLE Leased Lit Dark Fiber Service

II. WHY BOARD ACTION IS NECESSARY Dollar amount exceeds department authorization; thus, requiring board approval / Policy 6225

III. BACKGROUND INFORMATION

This project is necessary to provide broadband services used by students, staff and administration. This RFP outlines a five-year contract with ten (10) one-year voluntary extensions. At the last school board meeting, you approved CenturyLink's fiber contract for a 1 year with 2, 1-year voluntary extensions. This contract was a stop-gap measure to cover the district's fiber contract which expires on June 30, 2019. Because it may take more than one year for a new vendor to install fiber and hand over services, Highline wrote the first RFP to cover up to 3 years. This means we may pay for up to 3 years under that agreement; however, our goal is to have the new service operable by June 30, 2020. The approval of RFP 18-19/3 saved the district \$500K/year over the course of three years. This new RFP will save the district nearly \$1.1M/year over the current contract you just approved. There will also be a one-time cost of approximately \$200,000 for hardware.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve the RFP with Zayo with the ability to move from 10 Gbps to 100 Gbps Leased Lit Dark Fiber Service between multiple HPS facilities. Due to the eRate filing window closing on 3/27/19, we must work within the intro and action dates noted above.

V. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be (amount and source including fund Example - \$522,000 from general fund Title 1 revenue).

eRate will reimburse 70% of the following:

\$320,000/year for the first five years, plus ten additional one-year voluntary extensions.

\$200,00 one-time cost for hardware.

The revenue source for this motion is general funds (utility). eRate will reimburse 80% of eligible costs.

Expenditure: One-time Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following:

Policy 6225

VII. ALTERNATIVES

The district would not be able to operate without this broadband service as our contract expires on June 30, 2019.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

IX. POLICY MONITORING PLAN

This new or revised policy will be monitored by the School Board:

Quarterly Semi-Annually Annually Not Applicable

The metrics that will be used to monitor this policy include: _____

X. ATTACHMENTS

Zayo RFP 18/19-5 (75 pages)

Equipment Quote (12 pages)

District Pricing Sheets (15 pages)

The zayo logo is positioned in the top left corner, set against an orange background. The word "zayo" is written in a white, lowercase, sans-serif font.The main title "Leased Lit and Dark Fiber Proposal" is displayed in a large, blue, sans-serif font, centered on the right side of the page. The background is a grayscale photograph of a man in a dark shirt and glasses standing at the front of a classroom, addressing a group of students seated at desks. A clock is visible on the wall behind him.The text "In Response to the RFP: 18/19-5" is located at the bottom left of the page, set against an orange background. It is written in a white, sans-serif font.

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PREPARED FOR

Mark Finstrom
 Chief Technology Officer
 Highline School District
 15675 Ambaum Blvd. SW
 Burien, WA 98166

PROUDLY PRESENTED BY

Craig Pool
 Senior Channel Manager
 Zayo Group, LLC.
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 Boulder, CO. 80301
 720.935.2128

SPIN# 143023855

Disclaimer

This non-binding response ("Response") to the Request for Proposal ("RFP") by Highline School District is submitted by Zayo Group, LLC ("Vendor") and Highline School District may each be referred to herein as a "Party" or, collectively, as the "Parties"). This Response provides basic information upon which Highline School District may competitively select a provider for the implementation of leased E-Rate eligible (WAN) services connecting all of Highline School District'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, Highline School District 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 Highline School District pursuant to the RFP. Once, and if, fully executed by Vendor and Highline School District, 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, Highline School District or any of their respective subsidiaries or affiliates. Vendor and Highline School District agree that neither of them shall be legally bound with respect to the terms contemplated by Highline School District's RFP and Vendor's Response unless and until Vendor and Highline School District execute the agreement.

Letter of Transmittal

January 31, 2019

Mark Finstrom
 Chief Technology Officer
 Highline School District
 15675 Ambaum Blvd. SW
 Burien, WA 98166

We are pleased to offer the attached proposal for the Highline School District Wide Area Network solution. We believe our proposal meets and exceeds the guidelines set forth for connectivity in all areas of the RFP. A high level of consideration has been exercised to provide for a scalable, robust and competitively priced solution. Further, the proposed solution provides future growth opportunities for the schools being served on this network. Zayo is a well-qualified provider for this network. We are headquartered in Boulder, Colorado and operate fiber-based communication networks in 31 states across the country. Our expertise includes fiber network construction and the ongoing operations of highly reliable wavelength, SONET, ethernet and IP-based networks. We have experience in delivering services to K-12 schools, as well as colleges and universities, and working cooperatively to obtain the maximum E-Rate reimbursement for our network services.

Zayo has a history of providing creative and scalable network solutions for schools, and we are excited about the potential to be involved in this project from both a business and community perspective. This initiative represents a strategic approach to enhancing bandwidth services in Highline School District. We will be proud to be part of this endeavor.

Your Zayo Account Team will consist of:

Name	Title	Telephone	E-Mail
Craig Pool	Senior Channel Manager, Zayo	720-935-2128	craig.pool@zayo.com
Natalie Castillo	Territory Manager, OneTel	801-214-7026	ncastillo@onetelgem.com
Valerie Palmer	GEM Project Manager, OneTel	801-214-7025	vpalmer@onetelgem.com
Hannah Clyde	GEM Project Manager, OneTel	801-214-7031	hclyde@onetelgem.com

Sincerely,

Craig Pool | Senior Channel Manager, Zayo

Enclosure: Proposal

The background of the top half of the page is a grayscale image of a network switch with numerous fiber optic cables plugged into its ports. The cables are bundled together, and the switch face is visible in the foreground.

Executive Summary

Zayo is pleased to offer its proposal for Highline School District. This proposal meets and exceeds the guidelines set forth for connectivity in all areas of Highline School District's RFP: 18/19-5. Zayo is wholly aligned with Highline School District's mission to bring cost-effective, high-bandwidth connectivity to Highline School District in order to support the highest level of learning for students today and into the future; in fact, Zayo's solution meets and exceeds USAC's bandwidth recommendations for each student. Zayo is determined to create a successful, long-term partnership with Highline School District and invest into the communities Highline School District serves.

Zayo: A Clear Choice as Comprehensive Network Partner to Highline School District

Highline School District is looking to partner with an infrastructure provider to enhance its current offering to its member districts and to modernize the classroom experience for all of students; Zayo is an ideal partner to deliver that infrastructure.

Reliable, dedicated network solutions require clear synergies between the deployment of buried physical fiber assets, optical/ethernet equipment management, Tier 1 internet access, and ensuring a service that can be backed by industry-leading service-level agreements that include 24/7/365 NOC support. Zayo consolidates all of those elements into one provider that owns all assets, end-to-end, and can customize those components to suit the exact needs of Highline School District. Zayo's solution will minimize the support and operations requirements and save considerable budget dollars when compared to the most competitive market rates from other carriers.

Zayo's proposal cannot be matched by its competitors and is differentiated in this proposal to Highline School District in the following ways:

ZAYO'S NETWORK DESIGN – Zayo's design gives Highline School District a cost-effective, resilient, future-proofed network that will seamlessly scale over the life of the contract as bandwidth demands grow; it meets and exceeds USAC per student bandwidth guidelines. Highline School District has the ability to scale to terabytes of network traffic with Zayo's solution.

- Zayo is a Tier 1 provider. Zayo will deliver the network over fiber-optic cable dedicated to Highline School District as a single subscriber...the most secure and scalable network design in the market.
- Zayo will own, operate, monitor, and maintain all fiber, datacenter, and electronics assets (in a lit scenario). Since Highline School District will be built as a private network, the Highline School District network will be able to bypass the "Carrier Cloud", which means it will not be affected by aggregated network traffic of other customers like local exchange carriers (ATT, Verizon, CenturyLink, etc). Unlike other providers, Zayo's solution for Highline School District will be free from outside interference, interception or interruption.
- Zayo's intent is to build this network as a buried solution; however, if permitting or environmental challenges arise, some aerial components may be required.
- Zayo's expertise lies in delivering lit and dark fiber infrastructure, operating a global IP backbone, and creating colocation and managed-cloud solutions for K12 and Fortune 1000 customers. Zayo will bring that expertise to bear in its proposed infrastructure and internet access bids. When Highline School District selects Zayo's core or comprehensive recommendation for infrastructure and internet access, Highline School District offloads the requirement to staff engineers capable of operating this kind of a complex network.
- Zayo has also been successful in all awarded USAC Special Construction funding options; in fact, Zayo was awarded more Special Construction dollars than any other carrier participating in the E-Rate program...more than \$123M applicant

requests for Special Construction were requested for Zayo solutions in the last E-Rate cycle, closing in March of 2018.

- Zayo’s customized SLA delivers to the exact specifications for Highline School District...99.99 percent uptime.

ZAYO: INFRASTRUCTURE, TECHNOLOGY, BILLING, SUPPORT, AND MAINTENANCE FROM ONE VENDOR - Zayo will deliver the solution, premise-to-premise, on Zayo-owned fiber and equipment, enhancing the stability and driving positive support outcomes. Unlike other operators, the Highline School District network will be privately dedicated to Highline School District and Zayo will have complete responsibility and accountability for the network. This will eliminate finger-pointing among multiple underlying infrastructure and internet-access providers. In addition to Zayo’s customer support organization, Zayo has partnered with OneTel, who provides additional assistance with sales, engineering, project management and billing. OneTel, on behalf of Zayo will work closely with your organization on all aspects of the Zayo services you select.

LOCAL SUPPORT TEAM WITH ESCALATION PATHS TO EXECUTIVE LEADERSHIP - In the event of an outage, NOC support is provided by Zayo-badged, support technicians who are trained, certified, and capable of complete resolution in Zayo’s local offices. Zayo will take complete ownership in the event of an outage. Zayo views Highline School District as a premier customer, which ensures Highline School District will have immediate access to Zayo’s operational management team, including access to the cell phone number of the Senior Vice President of Network Operations.

ZAYO’S DEMONSTRABLE RECORD OF DELIVERING ON SIMILAR-SIZED SCHOOL DISTRICTS - Zayo is one of only a handful of providers with experience standing up networks similar to Highline School District. In Washington, as example, Zayo is constructing three education-based consortium networks for hundreds of sites, all of which have customized requirements and all of them are greater than 300 miles of new network build. Zayo has successfully managed the addition and removal of original sites and members within these consortiums as these projects roll out...and has been a flexible and dynamic partner in these network deployments.

ZAYO’S NETWORK IMPLEMENTATION AND TURNUP – Zayo’s experience in procurement, project implementation, and E-Rate audits ensures a timely delivery of a USAC approved solution.

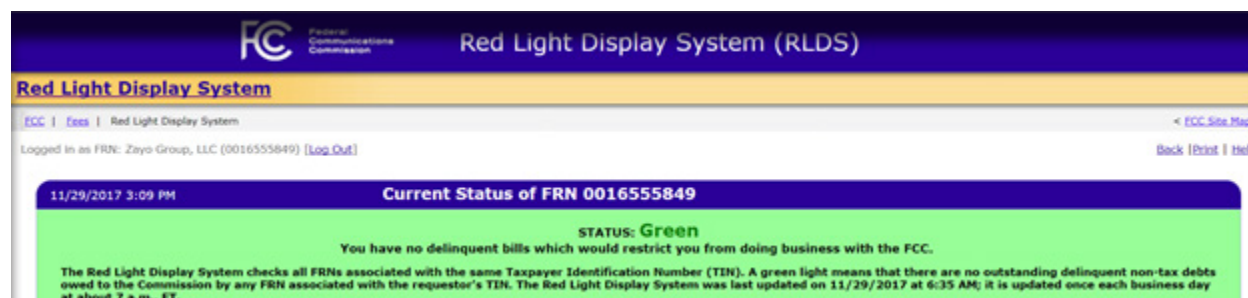
- Zayo has had more than 20 successful USAC-approved special construction audits since the second modernization order; other carriers suffer more than 60 percent of their applications being denied. Zayo has a proven track record of significantly improving those percentages and providing the appropriate information to succeed under these audit conditions.
- Zayo is an active network provider in Burien and is qualified to begin construction as soon as Highline School District receives funding commitment from USAC (or sooner if liability terms can be reached); historically, Zayo’s competitors have experienced significant unforeseen challenges in this regard.

Sincerely,

Craig Pool

Zayo Group, LLC. | 1805 29th Street, Suite 2050, Boulder, CO. 80301 | SPIN# 143023855 | FRN: 0016555849

The screenshot below shows that Zayo Group, LLC. is **NOT in Red Light Status**. See [Green Status](#) below.



Your Wide Area Network



Technical Details

- Ciena 3928 at Remote Site(s)
- Ciena 8700 at Hub Site(s)

This proposal includes a total of 33 sites: 32 remote sites and 1 hub site. All of these sites will have single laterals. As such, each site will have a single two-fiber pair constructed back to the hub site at 15675 Ambaum Blvd. SW. Additionally, Zayo requires that all sites be equipped with dual AC power. Highline School District will be responsible for the space and AC power at all locations. Highline School District is responsible for the cable or fiber from the Zayo demarcation to your equipment (Short Fiber patch cable or Ethernet Cat 5e Copper). The termination equipment provided by Zayo in support of your network 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.

- 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 you accept the network
- 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.

Ciena Equipment

Edge Sites | Ciena 3928

Private Dedicated Network

Dark Fiber + Wave Optical Equipment to meet the skyrocketing demands of bandwidth in the classroom.

FEATURES

- 1 Offers 48 Gb/s of non-blocking switching capacity in a compact service demarcation device, running Ciena's SAOS for advanced OAM and QoS functions.
- 2 Features low-footprint 1RU packaging with 4 x 1GbE/10GbE SFP+ ports and 8 x 1GbE SFP ports.
- 3 Benefits from Ciena's Blue Planet MCP multilayer provisioning support for end-to-end network management control and planning.
- 4 Allows for orchestration via Ciena's Blue Planet MDSO or a third-party solution. A truly open platform for integration of best-in-breed software functions.
- 5 Supports secure zero-touch provisioning to minimize OPEX and accelerate service turn-up while providing line-rate, built-in service activation testing.
- 6 Fixed dual AC or DC power supplies with extended temperature support (DC version).

WHY 3928?



Ciena's 3928 Service Delivery Platform is a cost-effective platform for 10 Gb/s Ethernet service delivery in a variety of business or mobile backhaul environments. Based on the Service-Aware Operating System (SAOS) used in all of Ciena's Packet Networking products it delivers a consistent set of benefits, including interoperability between platforms, improved efficiency of operations, and service consistency among applications.

CARRIER ETHERNET TRANSPORT OPTIONS

The 3928 provides unmatched flexibility to address multiple applications, business models, and deployment environments without sacrificing service capabilities or Quality of Service (QoS). Operators can use combinations of capabilities to address the specific needs of their packet network deployment.

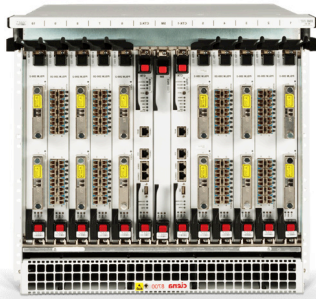
SECURE ZERO-TOUCH PROVISIONING

Ciena's zero-touch provisioning simplifies system turn-up and enables device deployment, service turn-up, and SLA performance testing to be run from the network operations center. This efficiency can significantly lower OPEX, eliminating the need for on-site personnel or adjunct test equipment and ensuring consistent, reproducible test reports are made available to the end-user.

Ciena Equipment

Core Sites | Ciena 8700

It's hard to keep up in a content-crazed world where the patterns, dynamics, and scale of traffic within your metro or regional network are constantly shifting. Addressing surging bandwidth demands cost-effectively is easier said than done—unless the 8700 Packetwave Platform is part of your plan. Our multi-terabit, programmable, coherent DWDM packet switch revolutionizes the capital and operational economics of 10GbE and 100GbE services. How? We're glad you asked.



WHY 8700?

MAXIMIZE CAPACITY FOR ANY APPLICATION

The 8700 is specifically optimized for 10GbE to 100GbE switching and aggregation, allowing you to deliver higher rate ports, services, and connections to meet market demands. It starts at 800 Gb/s and scales to a massive 6.8 Tb/s

INTEGRATED WITH OUR AWARD-WINNING WAVELOGIC PHOTONICS—FOR A SMARTER, SIMPLER NETWORK.

The 8700 Packetwave platform combines the advanced packet-networking capabilities of our Service-Aware Operating System (SAOS), which supports advanced OAM, QoS, and MPLS features and protocols, with the latest award-winning WaveLogic Photonics and WaveLogic 3 Nano technologies. So, you can build intelligent, packet-optimized photonic networks that are both simpler and economical.

UNIFIED WITH BLUE PLANET MANAGE CONTROL AND PLAN (MCP)—SO YOU CAN BE IN CONTROL OF YOUR NETWORK.

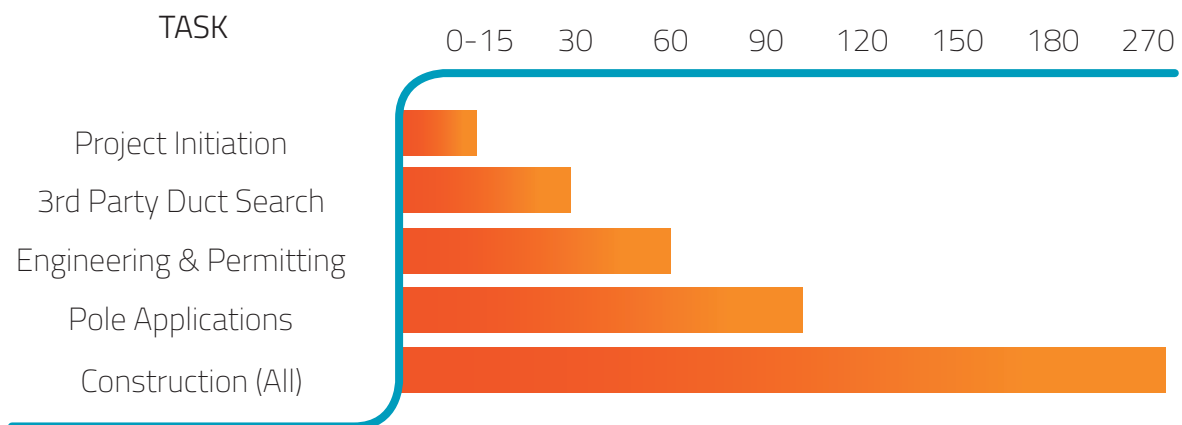
Ciena's Blue Planet Manage Control and Plan (MCP) system offers a unique and comprehensive solution for the administration of mission-critical networks that span across access, metro, and core domains. The system provides unprecedented multi-layer visibility from the photonic layer to the packet layers. With this innovative management approach, Blue Planet MCP returns control of the metro packet network and services directly to the network operator. By providing a unified view to the network from the photonic to the packet layer, network operations are simple, secure, and highly cost-effective.

FEATURES

- 1 **Exceptional 1GbE, 10GbE, 40GbE, and 100GbE density to address space constraints**
- 2 **Flexible port configurations up to 300 x 1GbE, 300 x 10GbE, 80 x 40GbE, 20x 100G DWDM, or 60 x 100GbE**
- 3 **Low power consumption to keep operating expenses in check**
- 4 **Multiple configuration options with fully modular 4-slot or 10-slot chassis variants**
- 5 **MEF CE 2.0-certified for E-Line, E-LAN, E-Tree, and E-Access for improved service offerings; E-Line and E-Access up to and including 100GbE**
- 6 **Ciena's Blue Planet MCP multi-layer provisioning support for end-to-end network management control and planning**

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 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

Highline School District 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 Highline School District 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.

Highline School District will have transparency and accessibility into escalations. The entire management team, including senior executives, publish cell phone numbers and are reachable 24x7. Highline School District 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.

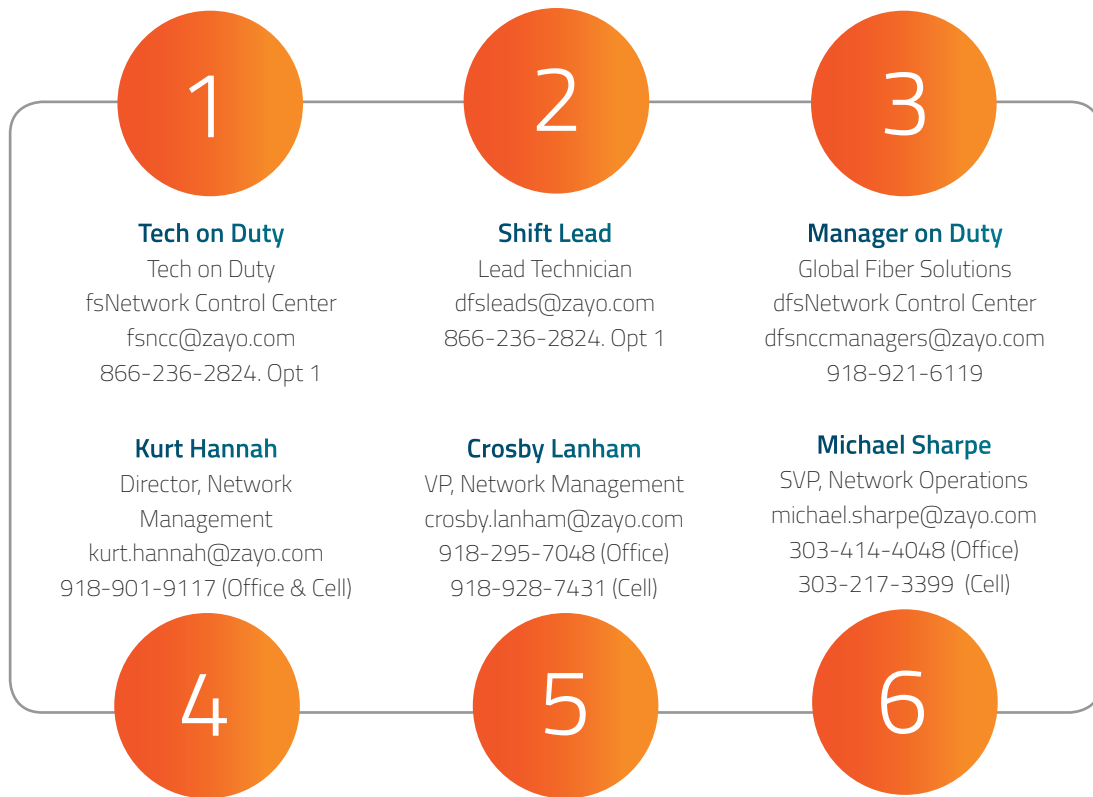
MAINTENANCE IMPLEMENTATION:

- 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

Fiber Maintenance Practices

- Call Before You Dig Locate Services
- Routine Maintenance and Inspection
- Scheduled Maintenance Windows and Scheduling Practices for Planned Outages
- Fiber Monitoring including Information on What Fiber Management Software is Used, What Fiber Monitoring System is Used, and Who Performs the Monitoring
- Handling of Unscheduled Outages and Customer Problem Reports. What Service Level Agreement is Included, and What Alternative Service Levels May be Available at Additional Cost
- What Agreements are in Place with Applicable Utilities and Utility Contractors for Emergency Restoration
- Repair of Fiber Breaks
- Replacement of Damaged Fiber
- Replacement of Fiber Which no Longer Meets Specifications
- Policies for Customer Notification Regarding Maintenance
- Bidder must Provide all Associated Costs, Including Construction, Installation, Fees, Charges,
- Modulating Equipment and Surcharges
- Bidder for Dark Fiber should also Include Maintenance Costs

Zayo Definitions:

- Operations- Network design, As-builts, Testing, Splicing, Monitoring the Network
- Routine Maintenance - Cutting trees, Cleaning Access Points
- Emergency Maintenance - Emergency repair or replacement of duct, conduit, cable
- Repair Restoration (NOC) - Normal repair or replacement of duct, conduit, cable
- Call Before You Dig/Locates - Locating of duct, conduit, cable in response to Call Before You Dig requests
- Relocations - Relocating of duct, conduit, cable. Pro-Rata Share Ex: A 24 count cable needs to be relocated and the customer utilizes 2 fibers for their services on said cable, then 2/24 (8.3%) of the costs to relocate will be passed through to the customer.

Call Before You Dig Locate Services

Zayo will:

1. Do a "Call Before You Dig" prior to any excavation and trenching.
2. Make trench sides as nearly vertical as practical except where sloping of sides is allowed.
3. Remove all rock, boulders, hard material, unstable material, and yielding and unsatisfactory materials within the limits indicted for trench excavation and dispose of off the site. Notify the District's Project Manager immediately in writing if it becomes necessary to remove such materials to beyond the trench limits.
4. Temporarily support or replace existing concrete or granite curb encountered in excavation in kind. Dispose and replace bituminous lip curb in kind.
5. Excavation operations adjacent to and below existing structures and utilities shall be done manually. Report damage to utility lines or subsurface construction immediately to the District's Project Manager.
6. Keep excavated materials and construction equipment and materials a safe distance back from the edge of excavations to avoid overloading the sides of the trench and to prevent slides or cave-ins.
7. Grade areas around trench as necessary to prevent surface water from flowing into excavations.

8. Walkway and grassed areas not back-filled at the end of the workday shall be enclosed with snow fence until restored to grade. Roadway trenches shall not be re-opened to traffic unless either:

- (a) a road plate capable of sustaining HS-20 loading is in place or,
- (b) temporary gravel is placed to bring the trench area to finish grade.

Routine Maintenance and Inspection

This response includes Zayo Proactive Monitoring to all sites. If there is an issue with any circuit, Zayo's dedicated 7/24/365 NOC will be alerted and a ticket will automatically be generated with Zayo engineers proactively working for resolution. Highline School District may also reach the NCC via phone (866-236-2824) or via email at NCC@zayo.com.

The Zayo NCC works all customer troubles as soon as they are reported and troubles are never queued for pickup, as the individuals in the NCC that answer the phone or respond to email are the skilled technicians that will resolve the customer trouble. Additionally, the Zayo operational management team is immediately accessible at all times via the attached contacts and escalation list to address any customer concerns. Highline School District will have transparency and accessibility in escalations. The entire management team, including senior executives, publish phone numbers and are reachable 24x7. Customers may escalate as they see appropriate, not stifled by the bureaucratic escalation desk.

Network Surveillance

- 24x7x365 monitoring of Zayo network facilities & electronics
- Single screen fault management system for view of entire network
- Rigorous network maintenance process to support robust network and prevent potential outages
- Proactive identification of network faults and customer circuit troubles
- Severity classification of maintenance activities by risk of service impact
- "Fix it fast" mentality for network impairments to prevent potential outages-all network impairments addressed immediately regardless of day/time.

Customer Care

- Staffed by knowledgeable, capable technicians that have the knowledge and authority to repair circuits (i.e., no separate/distant repair NOC)
- Automated, proactive updates as trouble tickets are opened and worked Proactive notification of circuit alarms (zNotify, in development)
- Transparency and accessibility in escalations – entire management team up to 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.

Scheduled Maintenance Windows and Scheduling Practices for Planned Outages

Zayo will provide Highline School District with a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Zayo will provide Highline School District with a minimum of seven (7) day notice for service impacting planned maintenance and the service will not be done during business hours. Zayo will provide an estimated service disruption time notice and communicate hourly updates until service restoration.

Maintenance Review and Notification

- All maintenance cases submitted and tracked in Salesforce

- Cases manually reviewed for impact and proper notification intervals prior to processing
- Automated customer impact assessment and customer notification via Zayo tools and systems

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 Classifications

Service Affecting (SA):

- Service Affecting changes directly impact the service of Zayo Bandwidth customers external or internal
- Potentially Service Affecting High-Risk (PSA-High):
- PSA-H changes have a high potential of impacting the service of Zayo Bandwidth customers 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.
- Potentially Service Affecting Low-Risk (PSA-Low): PSA-L changes have a low potential of impacting the service of Zayo Bandwidth customers external or internal, even if no impact is expected. These changes are generally less complex in nature and incur less risk to the environment.

Non-Service Affecting (NSA)

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

Fiber Monitoring

Zayo maintains a comprehensive database of all relevant information associated with Zayo fiber routes and equipment to ensure prompt identification and appropriate response to routine and corrective maintenance situations. The database identifies and documents the Zayo network and all facilities installed in the Zayo network including Highline School District's fiber-optic cable type, number and color coding of fiber strands, origin and destination of each fiber strand, identification of in-use cables, and technical requirements and specifications.

Please refer to material on subsequent pages for information on fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used and who performs the monitoring.

MetaSolv M6 Inventory System

- Logical inventory of all acquired networks and circuits
- Single-source for network and circuit records
- XLR tool for rapid output of technician friendly circuit design
- "Impact Tool" to identify lower order circuits on high-level optical facility, used during network events and for planning of maintenance activities

Salesforce CRM

- Customer and network performance dashboards with detailed performance metrics
- Real-time open ticket counts for network and customer-related issues
- Top 5 view of outage causes, customers impacted, outage symptoms, and repair actions taken used to identify and implement corrective actions
- Custom dashboards provide detailed view of customer-specific performance or network specific performance by region with detailed metrics on all aspects of operational performance
-

Agreements in Place with Applicable Utilities and Utility Contractors for Emergency Restoration

Zayo has relationships with utilities and utility contractors:

Relationships

- 741 franchise agreements
- Sharing agreements with DOTs
- 135 Major Utility Easements (i.e., PAAs)

Strong portfolio of engineering and construction firms

- 155 active outside plant contractors

Dedicated OSP team focused on building new network

- Active construction in 36 states
- 171 full time OSP staff focused on building new fiber routes

Repair of Fiber Breaks

Zayo will take all reasonable steps to protect Highline School District's ability to continue service and the recovery strategies we employ are designed to mitigate impact on any significant business disruptions. Zayo will follow the same process for repair of fiber breaks as it does for unscheduled outages and customer problem reports.

In most cases, recovery times will range from instantaneous to approximately four hours. Zayo employs a "fix it fast" mentality for network impairments to prevent potential outages. Zayo has a two-hour target time-to-repair (TTR) for events impacting protected services and a four-hour target TTR for unprotected services. Zayo also has internal paging and escalation to immediately inform sales/executives of significant customer issues.

A diagram of the repair process is provided on page 53.

Highline School District will have access to live trouble ticket updates via Zayo's transact portal. Every action is logged and updated every 15 minutes.

Replacement of Damaged Fiber

Zayo will replace all damaged fiber impacting network performance. Please refer to Service Level Agreement.

Replacement of Fiber Which No Longer Meets Specifications

Zayo will replace all damaged fiber impacting network performance. Please refer to Service Level Agreement.

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.

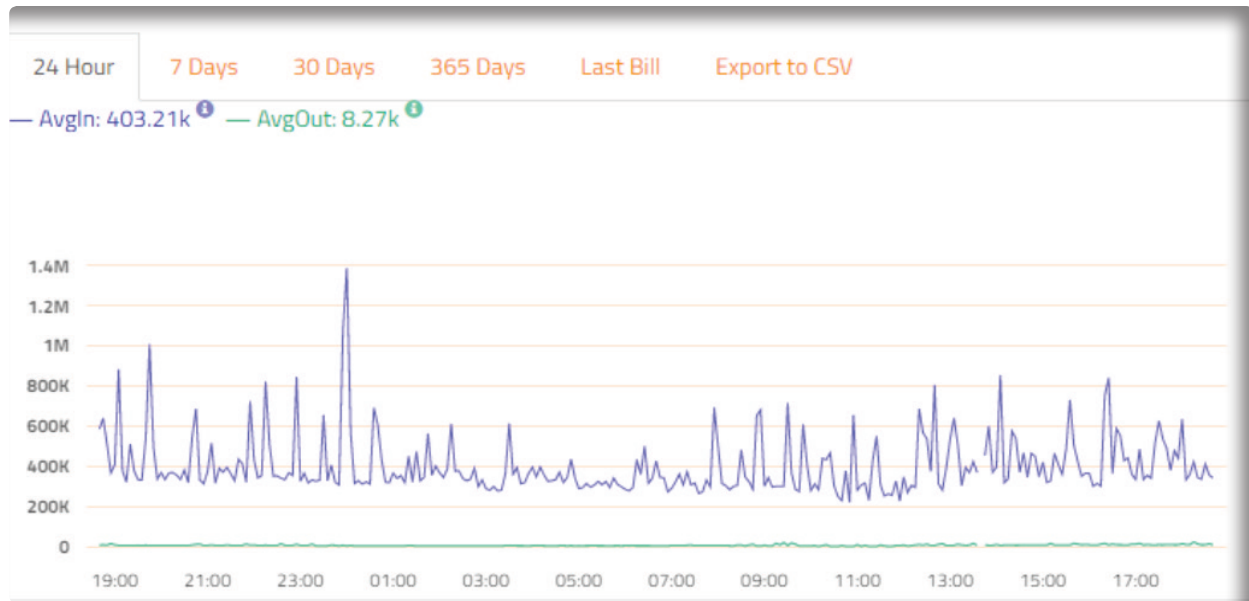
FOLLOWING THE PROVISIONING OF YOUR SERVICE

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:

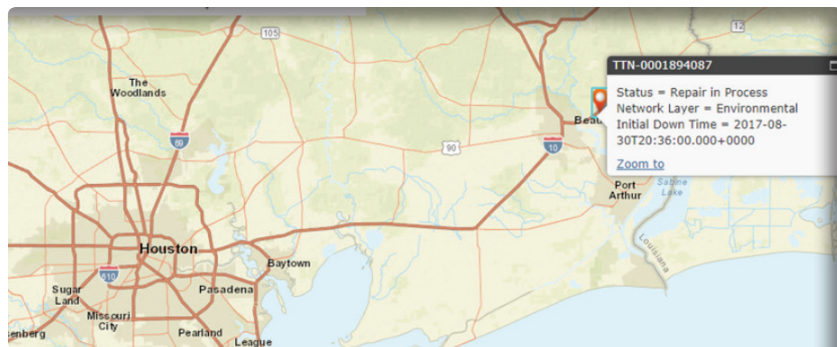


We will soon be adding performance management statistics to Tranzact that will measure jitter, latency, availability and throughput (packet delivery) to allow customers to track, in near-real time, how we're performing against the SLAs promised them.

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

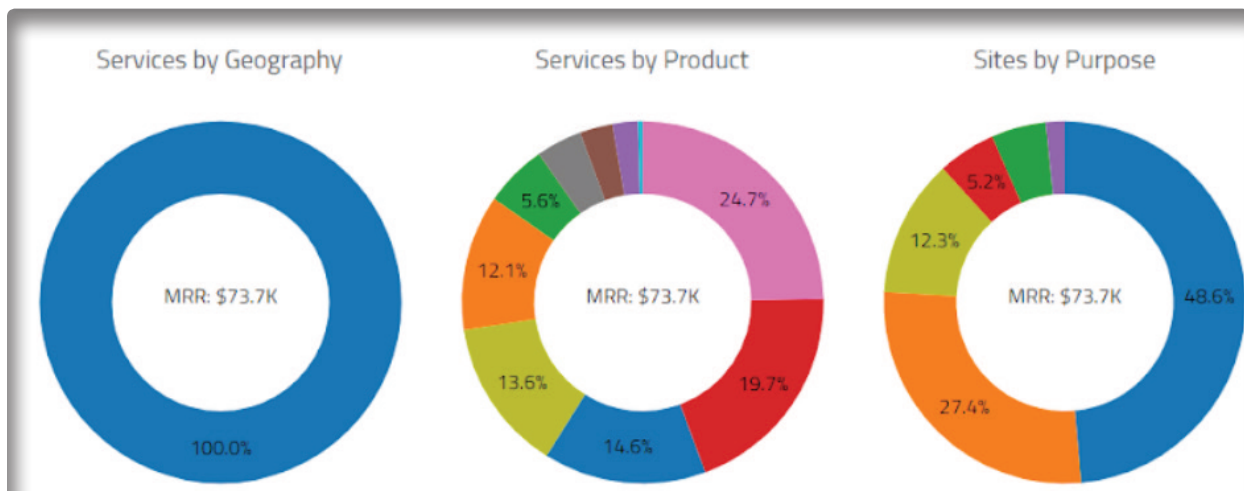
OPEN TICKET	Service	Account	BAN	Status	Product Group	Product	Product Category	Bandwidth	Term	Circuit Id	MRC	Customer PO	Location 1
	355382	test account		Active		Managed Cyber Security	Managed Cyber Security	12			CAD100.00	n/a	5201 Duke St Halifax, NS
	355374	test account		Active		Managed Cyber Security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



About Us

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

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.

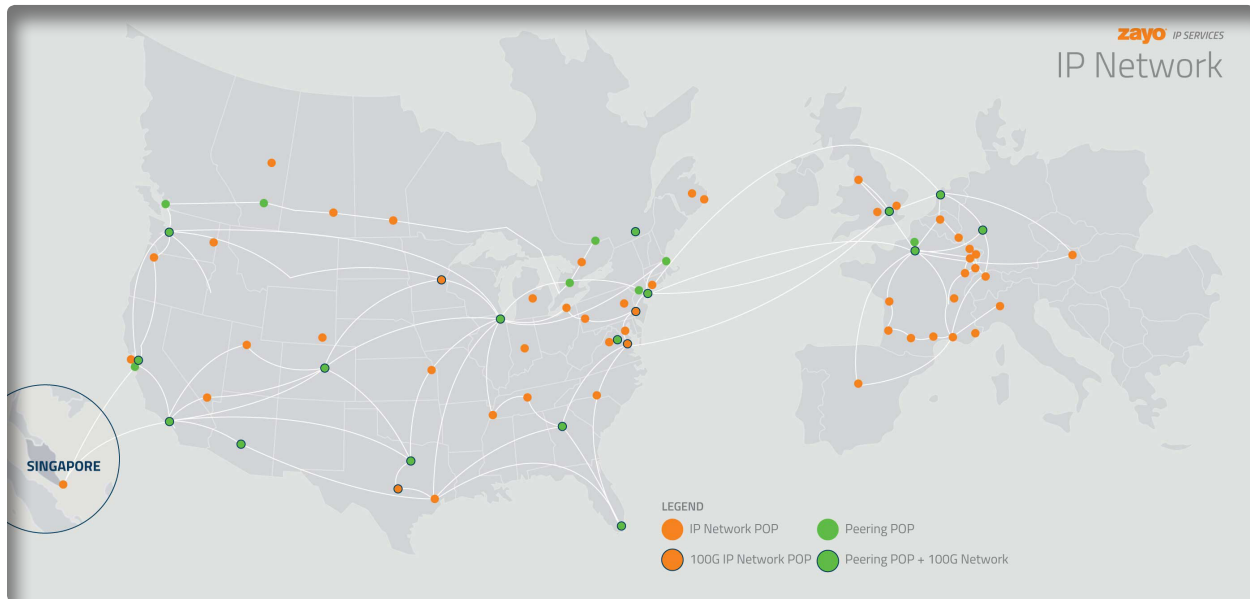
As a result of fiber to the cell tower projects and other large-scale projects, Zayo has evolved into the leading global communications infrastructure services provider. As it stands, Zayo serves 391 markets in eight countries and 45 states, plus Washington, D.C. Our 80,000+ route mile network connects 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 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 fiber-optic reach is over 7.7 million fiber miles, and continues to grow quarterly.



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

The Team

Zayo's team of highly-skilled and seasoned professionals have the foresight, the knowledge, and years of experience to deliver the infrastructure and services that your organization needs to thrive. This Zayo team has matched your requirements with a solution that aims to satisfy today's end users but also offers the flexibility and functionality to scale and adapt to an ever-changing environment for years to come.

Craig Pool

Channel Manager - Zayo Group, LLC.

Craig has worked in the telecommunications industry for the past 22 years having worked for MCI, XO Communications, and the past 4 years at Zayo Group. Craig manages E-Rate sales nationwide and is a point of escalation and support for your facilities.

Natalie Castillo

Territory Manager, Northwest Region - OneTel

Focused exclusively on crafting fiber infrastructure and cloud solutions for E-Rate institutions, Natalie is involved in the business development, RFP response, and ongoing account management for customers within the Northwest Region of the United States.

Valerie Palmer

GEM Project Manager - OneTel

Valerie Palmer has worked at OneTel for over four and a half years as a Project Manager. In her crucial role, Valerie assisted K-12 customers with implementing and coordinating large complex fiber optic deployments. Of these deployments have been some of the Nation's largest dark and lit fiber network spanning thousands of newly installed route miles.

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 in the center, with the fingers interlocked. The background is a light gray with a subtle pattern of small, repeating geometric shapes. The overall tone is professional and collaborative.

References

Zayo Group, LLC. is looking forward to establishing a strong and beneficial relationship with Highline School District in the near future.

Fife School District 417

Keith Stevens
Manager of IT
(235) 215-1882
keith@fifeschools.com

Spokane Schol District 81

Diane Boudreau
Manager
(509) 354-7206
diane@spokaneschools.org

Bellevue School District 405

Jason Golec
Interim Director of Technology
(425) 456-4665
golecj@bsd405.org

Scheduled References

CENIC, California: State Network of California

K20, Washington: K-12 State Network in Washington

ESC Region 10, Texas: Regional Consortium Network

ESC Region 20, Texas: Regional Consortium Network

Pinal County Consortium, Arizona: Regional Consortium Network

The background of the top half of the page is a black and white photograph of a city street at night. Light trails from cars and streetlights create a sense of motion. On the left side of the street, there is a classic telephone booth with the word "TELEPHONE" on top. The street is lined with buildings, and the overall atmosphere is urban and dynamic.

Financial Statements

Zayo Financials

Zayo Group, LLC. is a publicly traded company. For an in-depth look at Zayo's corporate performance and financial statements, please visit: <http://investors.zayo.com/financial-reports>. For immediate insight on the performance of Zayo Group, LLC. over the past four fiscal years, please see the Condensed Consolidated Balance Sheets* for FY 2015-2018, pp. 29-30.

*Condensed Consolidated Balance Sheets are as shown on sec.gov.

CONDENSED CONSOLIDATED BALANCE SHEETS - USD (\$) \$ in Millions	Jun. 30, 2018	Jun. 30, 2017
Current assets		
Cash and cash equivalents	\$ 256.0	\$ 220.0
Trade receivables, net of allowance of \$11.1 and \$9.5 as of June 30, 2018 and June 30, 2017, respectively	235.6	191.6
Prepaid expenses	74.1	68.3
Other current assets	18.7	34.1
Assets held for sale	41.8	
Total current assets	626.2	514.0
Property and equipment, net	5,447.2	5,016.0
Intangible assets, net	1,212.1	1,188.6
Goodwill	1,719.1	1,840.2
Deferred income taxes, net	37.6	27.3
Other assets	170.0	141.7
Total assets	9,212.2	8,727.8
Current liabilities		
Accounts payable	45.9	72.4
Accrued liabilities	315.1	329.2
Accrued interest	72.6	63.5
Current portion of long-term debt	5.0	5.0
Capital lease obligations, current	11.9	8.0
Deferred revenue, current	164.4	146.0
Liabilities associated with assets held for sale	6.1	
Total current liabilities	621.0	624.1
Long-term debt, non-current	5,690.1	5,532.7
Capital lease obligation, non-current	121.6	93.6
Deferred revenue, non-current	1,096.8	989.7
Deferred income taxes, net	148.5	40.2
Other long-term liabilities	57.8	52.4
Total liabilities	7,735.8	7,332.7
Commitments and contingencies (Note 14)		
Member's Equity		
Member's interest	1,876.6	1,879.0
Accumulated other comprehensive (loss)/income	(15.5)	5.4
Accumulated deficit	(384.7)	(489.3)
Total member's equity	1,476.4	1,395.1
Total liabilities and member's equity	\$ 9,212.2	\$ 8,727.8

CONDENSED CONSOLIDATED BALANCE SHEETS - USD (\$) \$ in Millions	Jun. 30, 2017	Jun. 30, 2016
Current assets		
Cash and cash equivalents	\$ 220.0	\$ 170.1
Trade receivables, net of allowance of \$9.5 and \$7.5 as of June 30, 2017 and June 30, 2016, respectively	191.6	148.4
Prepaid expenses	68.3	68.8
Other assets	34.1	9.3
Total current assets	514.0	396.6
Property and equipment, net	5,016.0	4,079.5
Intangible assets, net	1,188.6	934.9
Goodwill	1,840.2	1,214.5
Deferred income taxes, net	27.3	
Other assets	141.7	94.5
Total assets	8,727.8	6,720.0
Current liabilities		
Current portion of long-term debt	5.0	
Accounts payable	72.4	97.0
Accrued liabilities	329.2	226.9
Accrued interest	63.5	28.6
Capital lease obligations, current	8.0	5.8
Deferred revenue, current	146.0	129.4
Total current liabilities	624.1	487.7
Long-term debt, non-current	5,532.7	4,085.3
Capital lease obligation, non-current	93.6	44.9
Deferred revenue, non-current	989.7	793.3
Deferred income taxes, net	40.2	48.0
Other long-term liabilities	52.4	57.0
Total liabilities	7,332.7	5,516.2
Commitments and contingencies (Note 13)		
Member's Equity		
Member's interest	1,879.0	1,772.6
Accumulated other comprehensive income	5.4	4.5
Accumulated deficit	(489.3)	(573.3)
Total member's equity	1,395.1	1,203.8
Total liabilities and member's equity	\$ 8,727.8	\$ 6,720.0

CONSOLIDATED BALANCE SHEETS - USD (\$) \$ in Millions	Jun. 30, 2016	Jun. 30, 2015
Current assets		
Cash and cash equivalents	\$ 170.1	\$ 308.0
Trade receivables, net of allowance of \$7.5 and \$3.4 as of June 30, 2016 and June 30, 2015, respectively	148.4	88.0
Prepaid expenses	68.8	37.3
Deferred income taxes, net		129.5
Other assets	9.3	4.5
Total current assets	396.6	567.3
Property and equipment, net	4,079.5	3,299.2
Intangible assets, net	934.9	948.3
Goodwill	1,214.5	1,224.4
Other assets	94.5	54.8
Total assets	6,720.0	6,094.0
Current liabilities		
Current portion of long-term debt		16.5
Accounts payable	97.0	40.0
Accrued liabilities	226.9	183.7
Accrued interest	28.6	57.2
Capital lease obligations, current	5.8	4.4
Deferred revenue, current	129.4	86.6
Total current liabilities	487.7	388.4
Long-term debt, non-current	4,085.3	3,652.2
Capital lease obligation, non-current	44.9	28.3
Deferred revenue, non-current	793.3	612.7
Deferred income taxes, net	48.0	189.7
Other long-term liabilities	57.0	28.6
Total liabilities	5,516.2	4,899.9
Commitments and contingencies (Note 13)		
Member's Equity		
Member's interest	1,772.6	1,699.1
Accumulated other comprehensive income/(loss)	4.5	(7.9)
Accumulated deficit	(573.3)	(497.1)
Total member's equity	1,203.8	1,194.1
Total liabilities and member's equity	\$ 6,720.0	\$ 6,094.0

CONSOLIDATED BALANCE SHEETS - USD (\$) \$ in Millions	Jun. 30, 2015	Jun. 30, 2014
Current assets		
Cash and cash equivalents	\$ 308.0	\$ 297.4
Trade receivables, net of allowance of \$3.4 and \$3.7 as of June 30, 2015 and June 30, 2014, respectively	88.0	57.2
Due from related parties	0.6	0.9
Prepaid expenses	37.3	24.9
Deferred income taxes, net	129.5	161.0
Other assets	3.9	2.4
Total current assets	567.3	543.8
Property and equipment, net	3,299.2	2,822.4
Intangible assets, net	948.3	710.3
Goodwill	1,224.4	866.7
Other assets	54.8	37.7
Total assets	6,094.0	4,980.9
Current liabilities		
Current portion of long-term debt	16.5	20.5
Accounts payable	40.0	26.7
Accrued liabilities	182.4	172.3
Accrued interest	57.2	57.1
Capital lease obligations, current	4.4	2.4
Due to related parties	1.3	
Deferred revenue, current	86.6	75.4
Total current liabilities	388.4	354.4
Long-term debt, non-current	3,652.2	3,130.3
Capital lease obligation, non-current	28.3	25.7
Deferred revenue, non-current	612.7	501.5
Stock-based compensation liability	1.9	392.4
Deferred income taxes, net	189.7	153.0
Other long-term liabilities	26.7	22.3
Total liabilities	\$ 4,899.9	\$ 4,579.6
Commitments and contingencies (Note 14)		
Member's Equity		
Member's interest	\$ 1,699.1	\$ 728.9
Accumulated other comprehensive (loss)/income	(7.9)	14.4
Accumulated deficit	(497.1)	(342.0)
Total member's equity	1,194.1	401.3
Total liabilities and member's equity	\$ 6,094.0	\$ 4,980.9

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
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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	<p>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").</p>	Per Incident	<p>Initiation of DDoS Mitigation from Authorization:</p> <ul style="list-style-type: none"> -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, sub-license, resell or grant indefeasible 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.

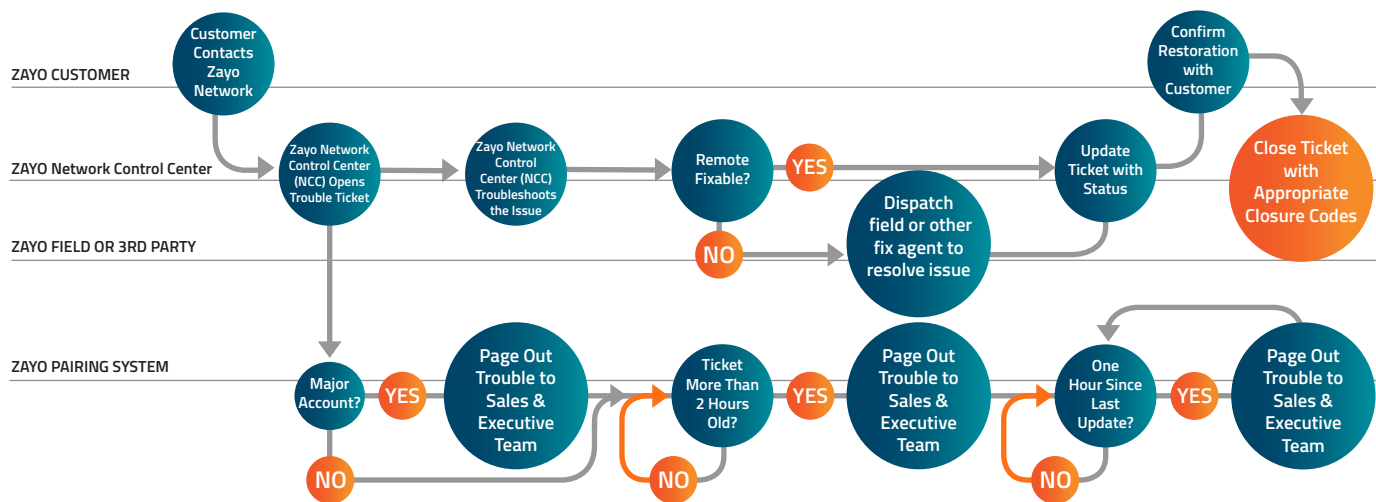
3. Routine Maintenance. Routine Maintenance is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network, Zayo shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local “Call Before You 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.

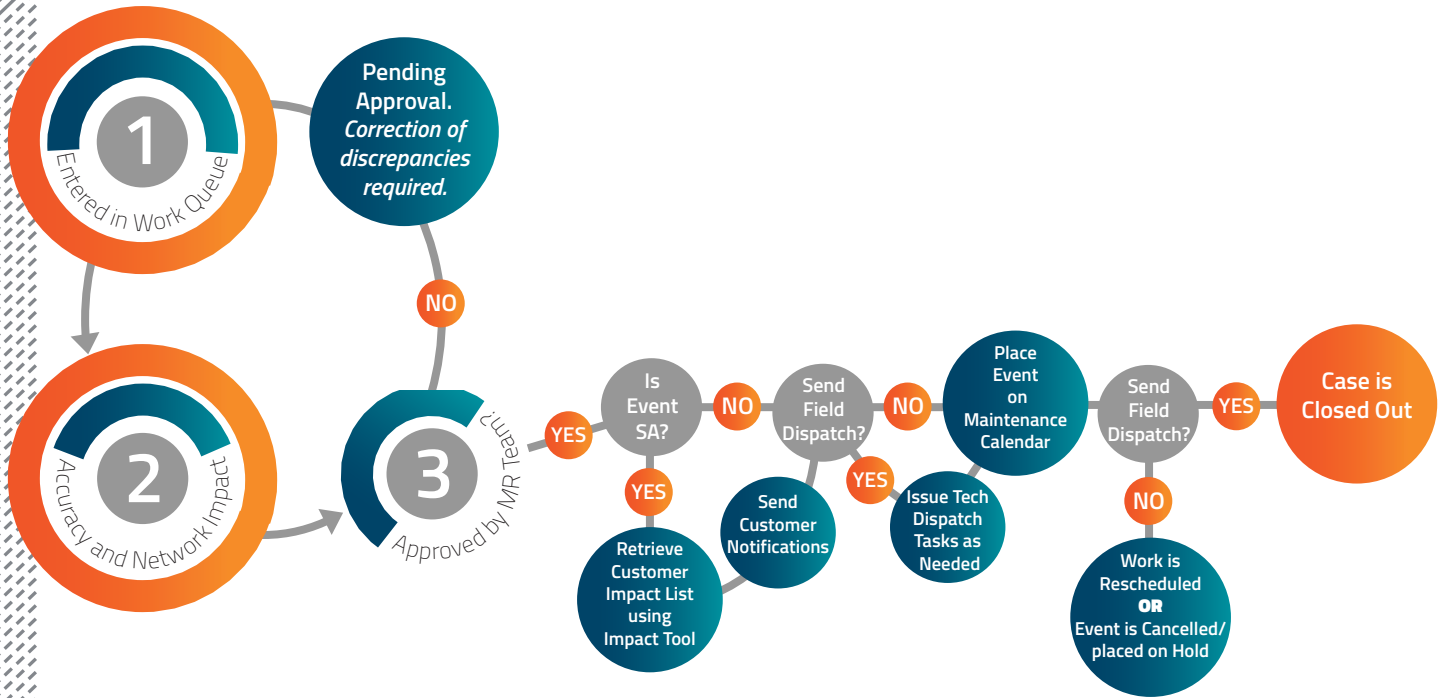
Your Network Repair Process



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	



If you have any questions about your bill,
please call Customer Service at 1-800-390-6094



Account Name

Account Number

Bill Date

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
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
Taxes and Surcharges	
Total Taxes and Surcharges	.00
Total Current Charges Summary	xxx.xx



Account Name

Account Number

Bill Date

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 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 SUBR INSD 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	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
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 <input checked="" type="checkbox"/> OCCUR		7989-77-47	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	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 <input type="checkbox"/> No				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 Per Statute		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

IRS W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) **D**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1821 30th Street Unit A

6 City, state, and ZIP code
Boulder, CO 80301

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here Signature of U.S. person ▶ *Benjamin G. Peat* Date ▶ **16 NOV 2018**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.

zayo

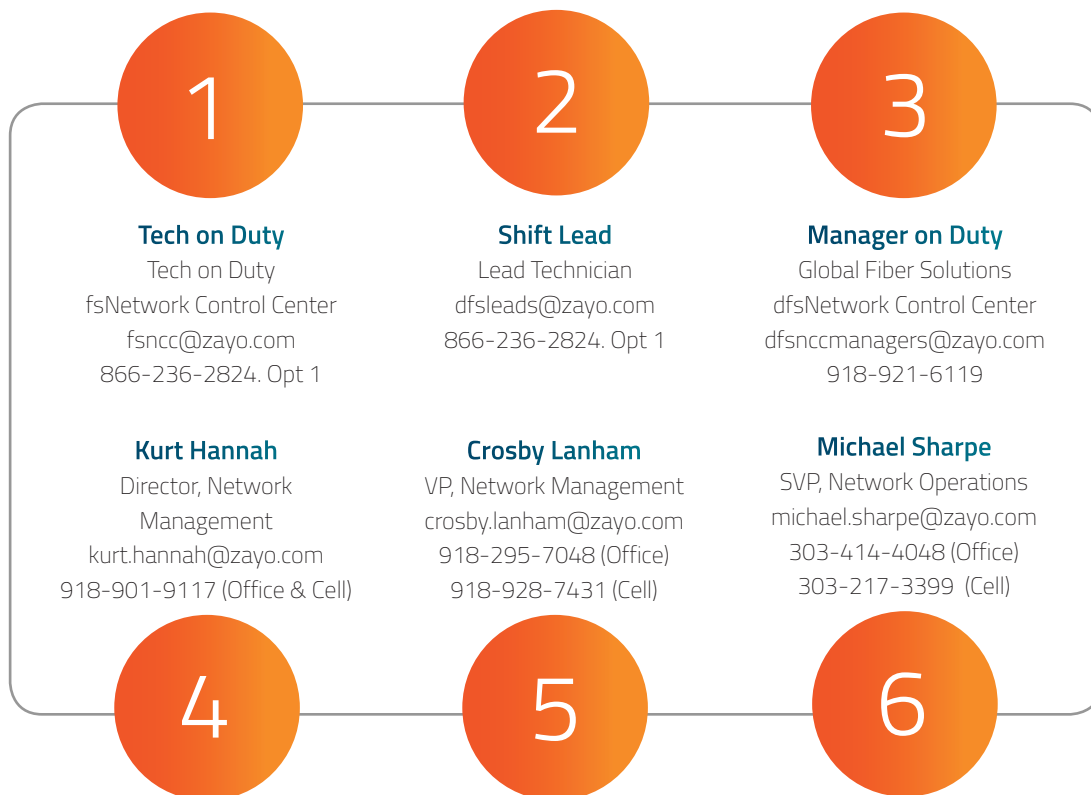
zayo

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Questionnaire

1. Provide a list of customer service support telephone number(s). Zayo delivers 7x24x365 customer support and proactive monitoring natively. In the event of an outage, Zayo NOC specialists' own outage resolution from trouble-ticket submission to complete service restoration. Zayo's operational management team is immediately accessible at all times using the included contacts and escalation list. Highline School District can access Zayo's NCC 24 x 7 x 365 via phone (866-236-2824) or via email at NCC@zayo.com. Contacting the NCC is the fastest way to repair issue. From the first level of contact, Highline School District will have an escalation path all the way to the cell phone of Zayo's Vice President of Network Connectivity. Please refer to the list of customer support telephone numbers provided on page 20. In addition, Zayo's local support team's office is 30 minutes from Highline School District and stands ready with the proper equipment and competencies to resolve any problem that might arise.

2. Provide the wireless telephone numbers for the first line service support supervisor and second line service support supervisor. Please refer to the Escalation Path below:



3. Who will be the contract administrator/point of contact for Service Provider?

Mark Everett will be the service delivery coordinator assigned to this project. He will serve as the main point of contact.

O: 303-414-5282

E: Mark.Everett@Zayo.com

4. In a separate sheet, provide a list or organizational chart of your local support management and sales team.

Stuart Taubman - Zayo's fiber solutions south team will serve Highline School District. Stuart Kyle is the Vice President of this division. Stuart has been and will continue to be heavily involved in this project. Some of the key team members, their area of expertise, and how they will assist with the project are outlined as follows:

Pete Nielsen, OSP Manager, Fully Dedicated to Highline School District

Kenny will oversee the network build, including all construction crews. Kenny will be involved in weekly phone calls and milestone meetings.

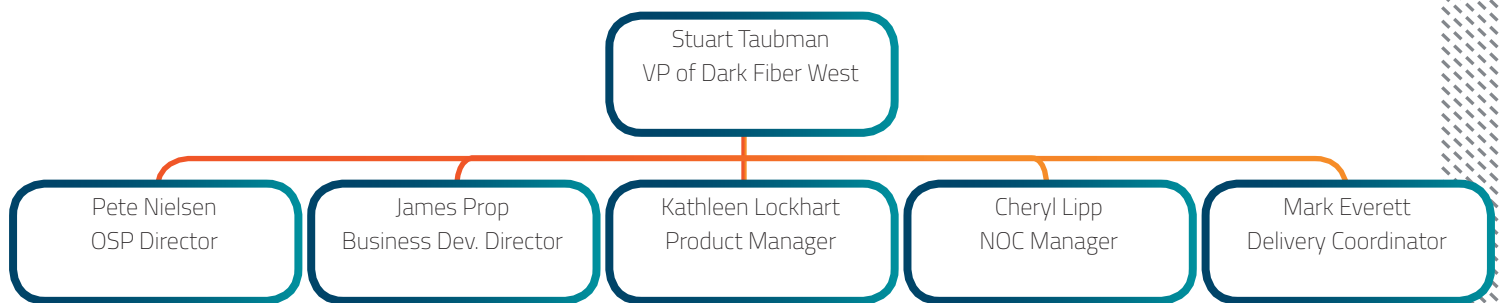
James Prop – James brings over 21 years of telecommunications experience having worked for major telecommunications carriers such as Zayo, Level 3, and Electric Lightwave. James works to build solutions for groups such as government, medical, and enterprise in the State of WA.

Kathleen Lockhart – Kathleen is responsible for profit and loss details. She will lead out on the USAC audit. Kathleen will also provide approval for moves, adds, and changes.

Cheryl Lipp – Cheryl is the NOC manager for the Highline School District network. She will have smart hands teams, necessary equipment, and will be fully dedicated to the Highline School District project.

Mark Everett, Service Delivery Coordinator,

Mark Everett will be the point of contact for the roll out of the Highline School District network. Mark will take ownership of tracking milestones, and customer communication.

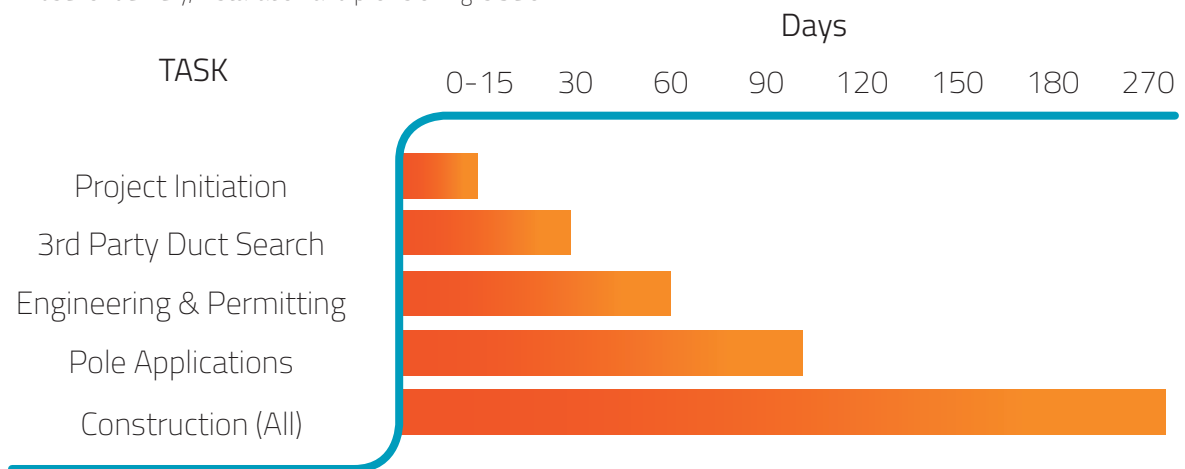


5. In a separate sheet, provide a high-level implementation plan to include time in weeks from Notice to Proceed to completion. Cutover to the proposed system shall be no later than 150 days after receipt of a Notice to Proceed document from the University.

Zayo’s OSP has a proven track record of meeting deadlines, Zayo has overcome permitting hurdles required by the Highline School District that will undoubtedly impact other providers—and very well could delay their ability to meet the cutover dates given by the district.

Below is a brief overview of the Zayo service delivery processes for implementing WAN network infrastructure. This overview is an outline of intervals and expectations during the circuit activation process. Please refer to the implementation chart on subsequent pages for a complete breakdown.

As the market leader in fiber installations, Zayo has developed standard procedures for installing WAN networks. The process Zayo will use for delivery, installation and provisioning is below:



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 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.

6. Specify and explain your regular maintenance routines for the proposed service.

Fiber Maintenance Practices

- Call Before You Dig Locate Services
- Routine Maintenance and Inspection
- Scheduled Maintenance Windows and Scheduling Practices for Planned Outages
- Fiber Monitoring including Information on What Fiber Management Software is Used, What Fiber Monitoring System is Used, and Who Performs the Monitoring

- Handling of Unscheduled Outages and Customer Problem Reports. What Service Level Agreement is Included, and What Alternative Service Levels May be Available at Additional Cost
- What Agreements are in Place with Applicable Utilities and Utility Contractors for Emergency Restoration
- Repair of Fiber Breaks
- Replacement of Damaged Fiber
- Replacement of Fiber Which no Longer Meets Specifications
- Policies for Customer Notification Regarding Maintenance
- Bidder must Provide all Associated Costs, Including Construction, Installation, Fees, Charges,
- Modulating Equipment and Surcharges
- Bidder for Dark Fiber should also Include Maintenance Costs

Zayo Definitions:

- Operations- Network design, As-builts, Testing, Splicing, Monitoring the Network
- Routine Maintenance - Cutting trees, Cleaning Access Points
- Emergency Maintenance - Emergency repair or replacement of duct, conduit, cable
- Repair Restoration (NOC) - Normal repair or replacement of duct, conduit, cable
- Call Before You Dig/Locates - Locating of duct, conduit, cable in response to Call Before You Dig requests
- Relocations - Relocating of duct, conduit, cable. Pro-Rata Share Ex: A 24 count cable needs to be relocated and the Customer utilizes 2 fibers for their services on said cable, then 2/24 (8.3%) of the costs to relocate will be passed through to the customer.

Call Before You Dig Locate Services

Zayo will:

1. Do a "Call Before You Dig" prior to any excavation and trenching.
2. Make trench sides as nearly vertical as practical except where sloping of sides is allowed.
3. Remove all rock, boulders, hard material, unstable material, and yielding and unsatisfactory materials within the limits indicted for trench excavation and dispose of off the site. Notify the District's Project Manager immediately in writing if it becomes necessary to remove such materials to beyond the trench limits.
4. Temporarily support or replace existing concrete or granite curb encountered in excavation in kind. Dispose and replace bituminous lip curb in kind.
5. Excavation operations adjacent to and below existing structures and utilities shall be done manually. Report damage to utility lines or subsurface construction immediately to the District's Project Manager.
6. Keep excavated materials and construction equipment and materials a safe distance back from the edge of excavations to avoid overloading the sides of the trench and to prevent slides or cave-ins.
7. Grade areas around trench as necessary to prevent surface water from flowing into excavations.
8. Walkway and grassed areas not back-filled at the end of the workday shall be enclosed with snow fence until restored to grade. Roadway trenches shall not be re-opened to traffic unless either:
 - (a)a road plate capable of sustaining HS-20 loading is in place or,
 - (b)temporary gravel is placed to bring the trench area to finish grade.

Routine Maintenance and Inspection

This response includes Zayo Proactive Monitoring to all sites. If there is an issue with any circuit, Zayo's dedicated 7/24/365 NOC will be alerted and a ticket will automatically be generated with Zayo engineers proactively working for resolution. Highline School District may also reach the NCC via phone (866-236-2824) or via email at NCC@zayo.com.

The Zayo NCC works all customer troubles as soon as they are reported and troubles are never queued for pickup, as the individuals in the NCC that answer the phone or respond to email are the skilled technicians that will resolve the customer trouble. Additionally, the Zayo operational management team is immediately accessible at all times via the attached contacts and escalation list to address any customer concerns. Highline School District will have transparency and accessibility in escalations.

The entire management team, including senior executives, publish phone numbers and are reachable 24x7. Customers may escalate as they see appropriate, not stifled by the bureaucratic escalation desk.

Network Surveillance

- 24x7x365 monitoring of Zayo network facilities & electronics
- Single screen fault management system for view of entire network
- Rigorous network maintenance process to support robust network and prevent potential outages
- Proactive identification of network faults and customer circuit troubles
- Severity classification of maintenance activities by risk of service impact
- "Fix it fast" mentality for network impairments to prevent potential outages—all network impairments addressed immediately regardless of day/time.

Customer Care

- Staffed by knowledgeable, capable technicians that have the knowledge and authority to repair circuits (i.e., no separate/distant repair NOC)
- Automated, proactive updates as trouble tickets are opened and worked Proactive notification of circuit alarms (zNotify, in development)
- Transparency and accessibility in escalations – entire management team up to 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.

Scheduled Maintenance Windows and Scheduling Practices for Planned Outages

Zayo will provide Highline School District with a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Zayo will provide Highline School District with a minimum of seven (7) day notice for service impacting planned maintenance and the service will not be done during business hours. Zayo will provide an estimated service disruption time notice and communicate hourly updates until service restoration.

Maintenance Review and Notification

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

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 Classifications

Service Affecting (SA):

- Service Affecting changes directly impact the service of Zayo Bandwidth customers external or internal
- Potentially Service Affecting High-Risk (PSA-High):
- PSA-H changes have a high potential of impacting the service of Zayo Bandwidth customers 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.
- Potentially Service Affecting Low-Risk (PSA-Low): PSA-L changes have a low potential of impacting the service of Zayo Bandwidth customers external or internal, even if no impact is expected. These changes are generally less complex in nature and incur less risk to the environment.

Non-Service Affecting (NSA)

- Any change that has absolutely no possibility of impacting the service of Zayo Bandwidth customers external or internal is

considered NSA. This is a very limited scope of work and is often considered standard operating procedure.

Fiber Monitoring including Information on What Fiber Management Software is Used, What Fiber Monitoring System is Used, and Who Performs the Monitoring

Zayo maintains a comprehensive database of all relevant information associated with Zayo fiber routes and equipment to ensure prompt identification and appropriate response to routine and corrective maintenance situations. The database identifies and documents the Zayo network and all facilities installed in the Zayo network including Highline School District's fiber-optic cable type, number and color coding of fiber strands, origin and destination of each fiber strand, identification of in-use cables, and technical requirements and specifications. Please refer to material on subsequent pages for information on fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used and who performs the monitoring.

MetaSolv M6 Inventory System

- Logical inventory of all acquired networks and circuits
- Single-source for network and circuit records
- XLR tool for rapid output of technician friendly circuit design
- "Impact Tool" to identify lower order circuits on high-level optical facility, used during network events and for planning of maintenance activities

Salesforce CRM

- Customer and network performance dashboards with detailed performance metrics
- Real-time open ticket counts for network and customer-related issues
- Top 5 view of outage causes, customers impacted, outage symptoms, and repair actions taken used to identify and implement corrective actions
- Custom dashboards provide detailed view of customer-specific performance or network specific performance by region with detailed metrics on all aspects of operational performance

Agreements are in Place with Applicable Utilities and Utility Contractors for Emergency Restoration

Zayo has relationships with utilities and utility contractors:

Relationships

- 741 franchise agreements
- Sharing agreements with DOTs
- 135 Major Utility Easements (i.e., PAAs)

Strong portfolio of engineering and construction firms

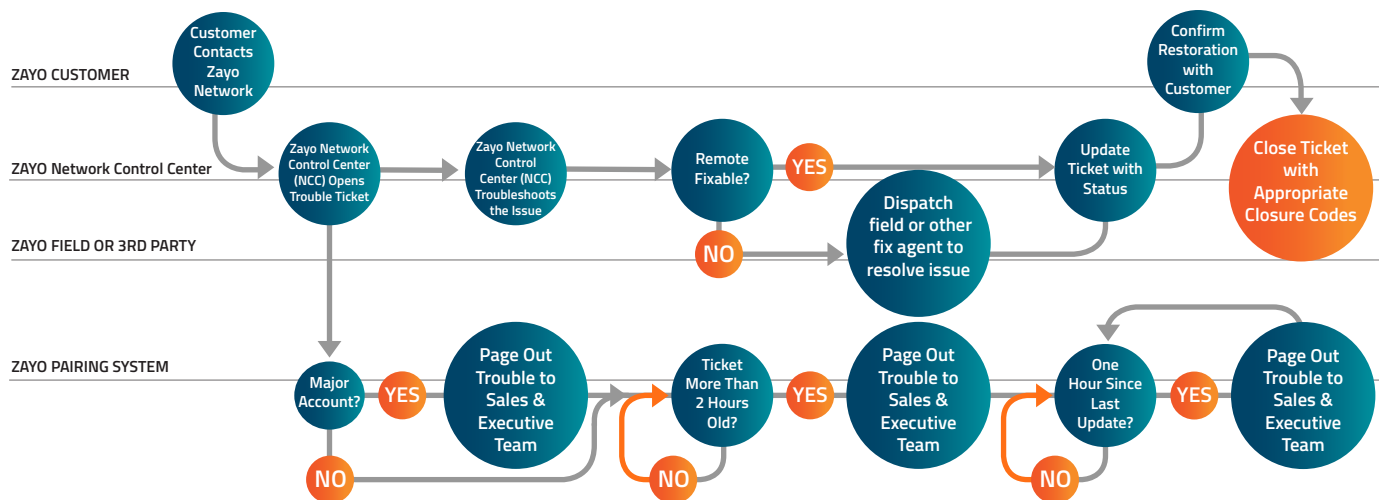
- 155 active outside plant contractors

Dedicated OSP team focused on building new network

- Active construction in 36 states
- 171 full time OSP staff focused on building new fiber routes

Repair of Fiber Breaks

Zayo will take all reasonable steps to protect Highline School District's ability to continue service and the recovery strategies we employ are designed to mitigate impact on any significant business disruptions. Zayo will follow the same process for repair of fiber breaks as it does for unscheduled outages and customer problem reports. In most cases, recovery times will range from instantaneous to approximately four hours. Zayo employs a "fix it fast" mentality for network impairments to prevent potential outages. Zayo has a two-hour target time-to-repair (TTR) for events impacting protected services and a four-hour target TTR for unprotected services. Zayo also has internal paging and escalation to immediately inform sales/executives of significant customer issues. A diagram of the repair process is provided on page 69.



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

Highline School District will have access to live trouble ticket updates via Zayo's transact portal. Every action is logged and updated every 15 minutes.

Replacement of Damaged Fiber

Zayo will replace all damaged fiber impacting network performance. Please refer to Service Level Agreement.

Replacement of Fiber Which No Longer Meets Specifications

Zayo will replace all damaged fiber impacting network performance. Please refer to Service Level Agreement.

8. Provide a Physical Diagram of your proposed service offering in "kmz" format. Please see page 6.

9. In a separate sheet, provide a Logical Diagram of your proposed service offering.

Please see page 7.

10. In a separate sheet, provide a detailed description for your proposed Point of Demarcation, Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed.

Interconnection for Dark fiber solution: The Zayo Dark Fiber solution utilizes rack or wall mounted Fiber Distribution Panels (FDP's) to terminate Fiber in the demarcation area provided by Highline School District. The fiber type is Single-mode and the Zayo side connector is SC type. Zayo will terminate the service across 2 fibers that terminate in the FDP in a female SC bulkhead. Highline School District will need to provide 2 patch cords or a "duplex" patch cable with male SC connectors on the Zayo and end and the appropriate connector type for the equipment type you are using which is generally SC or LC. The length is determined by the distance between the Zayo demarcation and your equipment. Highline School District will require a combination of optical Laser types to "light the fiber" based on the distance between the school and its upstream core site. The estimated distances are supplied by Zayo in the Google Earth KMZ Map and Logical Visio diagram.

Interconnection for a Lit Solution: The Zayo Lit solution utilizes rack or wall mounted Fiber Distribution Panels (FDP's) to terminate Fiber in the demarcation area provide by Highline School District. The fiber type is Single-mode and the Zayo side connector is SC type. Zayo will extend the fibers via patch cords to the Zayo supplied Customer Premise Equipment (CPE). Little Elm will supply 1 RU and 120VAC power for the Zayo CPE. Zayo can provide 1000 Base SX or LX or 10Gig SR or LR type client-side terminations to Highline School District. Highline School District will be responsible for the Cat 5e cable or fiber patch cable

that connects to the Zayo CPE and your device. The length is determined by the distance between the Zayo demarcation and Highline School District equipment.

11. Provide your standard contract for Leased Lit Fiber Service and your standard IRU contract for Dark Fiber Services.

Please refer to SLAs attached (pp. 31-52)

12. Confirm that all fully managed Leased Lit Fiber Services meet the following Service Levels:

- a. The Service Provider will make all reasonable efforts to ensure 99.999% network availability of fiber continuity.
Confirmed
- b. Frame/packet loss 0% Commitment.
Confirmed
- c. Network Jitter Commitment < 1 millisecond.
Confirmed
- d. Bit-Error Rate commitment 0% between fiber endpoints.
Confirmed
- e. There is no right of Service Provider to limit or throttle the capacity of the circuit at any time for any reason.
Confirmed

Pricing and Required Forms

Proposal Acknowledgement

By signing, the officer certifies that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.

The signature below is made by an authorized agent or vendor, and it affirms that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer(s) and that the contents of this proposal as to prices, terms, and conditions of said proposal have not been communicated by the signed person nor any employee or agent to any other person engaged in this type of business prior to official opening of the proposal.

Signature above affirms receipt and understanding of all Notices and Instructions, Specifications, Terms and Conditions, Proposal Form, Scope, Contract Clauses, Representations and Certifications, Felony Conviction Requirements, and all documents pertaining to this proposal and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations that are a part of any RFP. Negotiated conditions will be in writing, attached to the official proposal documents. Vendor represents that to the best of its knowledge the proposer is not indebted to Vendor. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.

Vendor certifies that no local, state or federal suspension or debarment is in place as of the date of the RFP Response Submittal.

Zayo Group
COMPANY NAME

1805 29th Street, Boulder, Colorado, 80301
ADDRESS

CONTACT PERSON (PRINTED OR TYPED) TITLE TELEPHONE EMAIL

Kathleen Lockhart

AUTHORIZED SIGNER (PRINTED OR TYPED) TITLE TELEPHONE EMAIL

X [Signature]

AUTHORIZED SIGNER (SIGNATURE)

1/18/19
DATE

RFP 18/19-5 RESPONSE SHEET

Agency Name:

Address:

Phone:

Email:

Responding to section number:

You may respond to multiple sections. Please respond to each section individually.

A brief description of personal or agency qualifications:

Price per visit:

Please indicate price or unit pricing

X  1/18/19
Signature and date

Agency Name:

Address:

Phone:

Email:

Responding to section number:

Indicate 1 or more sections that you qualify for. Please respond to each section individually.

A brief description of personal or agency qualifications:

Price per visit:

Please indicate price or unit pricing

X  1/18/19
Signature and date

Please make copies of this page as necessary in order to respond to additional sections.

BUSINESS STYLE OF RFP RESPONDER

The party by whom this RFP is submitted and by whom the contract will be entered into in case the award is made to him/her is

a: _____

State whether bidder is a corporation, a partnership, or an individual doing business at

_____ Street Address

_____ City, State, Zip Code

To which notice of acceptance should be mailed or delivered.

NAME OF INDIVIDUALS

The names of the president, treasurer, and manager of the corporation or the names and addresses of all persons and parties interested in this proposal as a partner or principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE:

X Zayo Group LLC
(Legal name of Person, Firm, or Corporation submitting a proposal)

By Kathleen Leckhart
Name (Print)

Title Product Director

X Signed [Signature]

Phone 720-935-2128

Dated 1/18/19

Email craig.pool@zayo.com

DEBARMENT AND SUSPENSION CERTIFICATION

Highline School District No. 401

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions \$25,000 and Above

This certification is required by the Executive Order 12543 and 48 CFR part 9 regarding all transaction receiving federal dollars.

- a. The prospective lower tier participant (contractor) certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant (contractor) shall provide immediate written notice to Highline School District, 15675 Ambaum Blvd SW, Burien, WA 98166 Attn: Purchasing if at any time the prospective lower tier participant (contractor) learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. Should the prospective lower tier (contractor) enter into a covered transaction with another person at a lower tier (subcontractor), the prospective lower tier participant (contractor) agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by (a) checking the federal Excluded Parties List System (EPLS) at the System award management (SAM) www.sam.gov; or (b) collecting a certification from that person; or (c) adding a clause or condition to the covered transaction contract with that person similar to the paragraph above.
- c. The prospective lower tier participant (contractor) agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person (subcontractor) who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
- d. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. In addition, under 18 USC sec. 1001, a false statement may result in a fine or imprisonment for up to five (5), or both. I have read and understand the instructions on the reverse side of this form.

X 

Signature of Authorized Representative

Kathleen Lockhart Product Director

Typed or Printed Name & Title of Authorized Representative

1/18/19

Date

Ezyo Group, LLC

Organization

Project, Proposal, Bid or Contract Name

I am unable to certify the above statements. My explanation is attached.

Partner:
Attn:
Region / Sub Region:
Quote Name / Project:
Version:
Prepared By:
Date:
Valid Through:
Total Executive Discount:
Total Ext Price (w/ED):

Product Family
Description
3928
MODULE
3928,(4)100M/1G SFP,(4)1G SFP,(4)10/1G SF
SOFTWARE RTU
SAOS VIRTUAL ADVANCED ETHERNET & OA
SAOS VIRTUAL ADVANCED 10G PERPETUAL
SAOS VIRTUAL ADVANCED SECURITY PERF
CABLES
AC POWER CORD, IEC C13, NORTH AMERIC
MISC
DB9F TO EIA-RJ45M STANDARD, 6 FT SERIA
SMALL FORM FACTOR PLUGGABLE TRANSC
100M/1GIG, SM SFP OPTIC, LC CONNECTOF
10 GIG,SM SFP+,LC CONNECTOR,40 KM,155
5170
5170 SERVICE AGGREGATION SWITCH
AC POWER CORD, IEC C13, 5-15P,125VAC,1
5162/5170,AC PLUGGABLE POWER SUPPLY
5170,(4)100G QSFP28,(40)10/1G SFP+,SAOS
SMALL FORM FACTOR PLUGGABLE TRANSC
10 GIG,SM SFP+,LC CONNECTOR,10 KM,131
SOFTWARE RTU
SAOS VIRTUAL ADVANCED ETHERNET & OA
SAOS VIRTUAL ADVANCED SECURITY PERF
Total Ext Price - Products
Total Typical Power (w)
Total Max Power (w)
Total Ext Price (w/ED)

ZAYO GROUP LLC

NA / MAJORACCOUNTS

Highline Deal Reg

v1

Trevor Reynolds / trevorre@ciena.com

2018-09-21

2018-12-20

0.00

173,201.67

FP+, DUAL AC POWER, REQ. POWER CABLE

1M PERPETUAL SOFTWARE LICENSE FOR 3928

1 - SOFTWARE LICENSE FOR 3928

1 PERPETUAL SOFTWARE LICENSE FOR USE WITH 3928

1A, TYPE B

1L CONSOLE CABLE

1EIVERS

1R, 10 KM, 1310 NM, EXTENDED TEMPERATURE

10NM, EXTENDED TEMPERATURE

10A, 10FT

1, WIDE RANGE 120/240V

1S 8.X, SYNC, (2)SLOTS AC OR DC PSU

1EIVERS

10NM, EXTENDED TEMPERATURE

1M PERPETUAL SOFTWARE LICENSE FOR 5170

1 PERPETUAL SOFTWARE LICENSE FOR USE WITH 5170



USD

Item Code	Typical Power (w)	Max Power (w)	Ext Price (w/Exec Discount)	Network Qty	Ext Price
			Ciena Quote #		
170-3928-900			898.56		
S71-3928-900			421.82		
S71-3928-906			249.60		
S71-3928-910			47.42		
CABL-PW01NA			3.50		
170-0063-900			27.45		
XCVR-A10Y31			122.30		
XCVR-S40V55			1,560.00		
170-0044-900			7.49		
170-0093-900			249.60		
170-5170-905			9,609.60		
XCVR-S10V31			663.52		
S71-5170-900			3,444.48		
S71-5170-910			124.80		
					0.00

Site 1		Total	Total Ext
Qty	Ext Price	Qty	Price
33	29,652.48	33	29,652.48
33	13,920.19	33	13,920.19
33	8,236.80	33	8,236.80
33	1,564.86	33	1,564.86
66	231.00	66	231.00
34	933.30	34	933.30
33	4,035.90	33	4,035.90
63	98,280.00	63	98,280.00
2	14.98	2	14.98
2	499.20	2	499.20
1	9,609.60	1	9,609.60
4	2,654.08	4	2,654.08
1	3,444.48	1	3,444.48
1	124.80	1	124.80
	173,201.67		173,201.67
0			
0			
	173,201.67		173,201.67

Partner: ZAYO GROUP LLC
Attn:
Region / Sub Region: NA / MAJORACCOUNTS
Quote Name / Project: Highline Deal Reg
Version: v1
Prepared By: Trevor Reynolds / trevorre@ciena.com
Date: 2019-01-31
Valid Through: 2018-12-20

The following represents a summary of the quoted Services.
For complete Terms and Conditions please refer to the Ciena Sp
Deployment Services - Buyer Specific Service Scope

Shelf Kits Contain:

Solution Design
Ciena engineer

Site Engineering
Ciena special
The output of

Installation
Ciena will per

Turn-up and Test
Ciena will turr
Nodal commis

Test Planning

Site Integratic

Installation Related Material
Will include c

Project Management
Ciena will ass
Providing a b

Kickoff the pr
Perform upda

Specialist Services Statement of Work documents.

Engineering specialists will work with the customer to provide a Detailed Network Design (DND) for the Ciena products including Documentation of logical connectivity, network element nodal commissioning parameters, site schematics, card slottin

Installation specialists will work with the customer to ensure site readiness by performing a Site Survey. The Site Survey will be the Installation Documentation Package (IDP), including:

- IRM List
- OEM List
- Rack face layout, showing rack position and sub-rack arrangement
- Cable running list
- Labeling information

Pre-installation activities for the Ciena products, including:

- Confirm delivery of equipment
- Unpack and check equipment
- Inspect for visible damage or defects
- Complete a materials inventory of the network equipment to be installed
- Mount shelves in existing customers or Ciena provided and installed 19-inch or 23-inch frame
- Assemble and secure equipment, interconnect network elements and route cables
- Verify basic functionality of the network element as recommended by CTP procedures
- Install and connect Ciena-supplied cables within the frame

Bring-up and test the Ciena products to a ready-for-use condition, by executing:

- Provisioning
- Commission and test the network elements and circuit packs in accordance with the technical publications and solution
- Ensure the proper software is loaded on the network element
- Verify valid signals for equipped and in-service cabled ports and if applicable verify ESI
- Performance and Verification
- Develop testing strategy for the system
- Complete Work Authorization Procedures (WAP) and Method of Procedure (MOP) documents as required
- Commission
- Implement system level provisioning and ensure connectivity between network elements
- Prepare Sites/network for testing
- Implement system level testing as documented in the technical publications
- Implement the test plan
- Ensure proper alarm clearing and stability of the network
- Capture, analyze and report test results

Consumable materials related to the installation of the equipment

Consumables related to the proper, labeling, tying, dressing, grounding and cabling within bay/frame as well as in fram

Design a Project Manager who will act as the single point of contact and be responsible for:

Baseline project plan which will include:

A summary the pre-defined agreed scope of work and acceptance criteria

A breakdown of the Ciena and Customer responsibilities

Project team contact list

Project action register

Oversee the change management process, Job Change Order (JCO)

Project and manage the progress of individual tasks within the project plan

Report progress to the project plan and communicate with the customer as mutually agreed to

g:
g rules, photonic/DWDM per device information.

n design, IDP+DND

ie line fibers between the line cards to the photonics line

Terms and Conditions

These terms and conditions (the "Terms") govern the sale of hardware ("Hardware"), license of software ("Software") (together, "Products") by the applicable Ciena selling entity that accepts Buyer's purchase order ("Ciena"). Unless otherwise governed by a valid contract between Buyer and Ciena, these Terms shall apply to sales made in connection with a Ciena sales quotation, and any additional or different terms, including purchase order terms, shall have no effect.

1. Purchase, Shipment and Payment. Ciena agrees to sell and Buyer agrees to purchase Products and Services (pursuant to Ciena's standard Terms and Conditions) which purchase orders are accepted by Ciena under these Terms. Buyer is responsible for, and all prices are quoted exclusive of, freight, insurance and other transport charges, imposed on sale of the Hardware and Services and license of the Software (except for prices exclude costs of freight, insurance and other transport charges. Buyer shall be the importer of record for all such Hardware and Services and directly all charges related to shipping, including all duties and taxes. If any such charges are paid by Ciena, Ciena shall invoice Buyer and be reimbursed by Buyer. Unless such Products are already at Buyer's location on the purchase date, Ciena will package Products for shipment. All Products hereunder (including spares and replacement parts) shall be FCA (Ciena Factory) (INCOTERMS 2010). Title to hardware shall occur upon delivery by Ciena to the Buyer's common carrier at Ciena's designated factory. Software is deemed accepted when shipped or downloaded by Buyer (when provided electronically), as applicable. All payments shall be in U.S. dollars and shall be paid net 30 days meeting Ciena's reasonable credit terms, or shall accompany the purchase orders. Without limiting Ciena's remedies, Buyer shall pay a late charge of one-half (1.5%) per month. Buyer agrees to comply with all applicable laws, including all import and export regulations, and to obtain all necessary permits related to installation and use of Products. Ciena's obligation to deliver Products and Services is subject to Buyer's continued creditworthiness. Ciena's obligation of Products and Services under these Terms is not contingent upon the availability of any future feature or functionality therein.

2. Software and Documentation; Right-To-Use License; Ownership.

2.1 Definitions.

- a) "API" shall mean an application programming interface that defines a set of operations in the Software applications, allowing Buyer to integrate with Ciena's operations.
- b) "Application Software" shall mean Software provided for network management, orchestration, virtualization, design planning, or other operations, including any APIs delivered with such Software. Examples of Application Software are Ciena's Blue Planet Orchestrate Software, FLOW Software, Manage, Control and Plan (MCP) Software, OneControl Software, and OnePlanner Software.
- c) "Documentation" shall mean documentation, such as Product specifications and user and operation manuals, provided to or made available to Buyer with Products.
- d) "Embedded Software" shall mean Software provided by Ciena solely on or in the Hardware for which it is designated.
- e) "RTU License" shall mean the license terms set forth in this Section 2 for the Software and Documentation, or license terms for Software set forth in a Software Supplement (as defined below), as applicable.
- f) "Software Supplement" shall mean a Ciena standard supplement or supplement executed by the parties that contains the RTU License specific to certain Software.

2.2. Software and Documentation Licenses. Ciena grants to Buyer a personal, non-exclusive, non-transferable, non-sublicensable license to use the Software and Documentation in accordance with this Section 2:

- a) Embedded Software provided by Ciena solely on the Hardware for which it is designated, and for its intended purposes as set forth in the applicable authorized usage levels, term or subscription period, or scope,
- b) Application Software, for its intended purposes as set forth in the applicable Documentation, subject to any applicable authorized usage levels, term or subscription period, or scope, and
- c) Documentation provided to Buyer, in connection with any such Software or Hardware solely in the operation of the applicable Product.

The RTU License granted herein is solely for use of the applicable Software and/or Documentation in the country where such Software and/or Documentation is provided to Buyer. Buyer may make one copy of Software and one copy of the Documentation solely for backup and archival purposes. Ciena shall, upon request, provide to Buyer, upon request, an accurate record of the whereabouts of the Software and any backup copy. If any Software is sold to Buyer by Ciena or its affiliates, which provides the end user with rights to use, copy or modify a software program that are broader than the RTU License above, then such Software shall be governed by the applicable Software Supplement.

2.3 Blue Planet Orchestrate and MCP Software. If Buyer elects to purchase a license for Blue Planet Orchestrate Software and/or MCP Software, then Buyer's license of such Blue Planet Orchestrate and /or MCP Software shall be governed by Ciena's standard terms and conditions for such Software, as set forth in the applicable Software Supplement to this Agreement. However, in the absence of such an executed Software Supplement, then Buyer's license of such Blue Planet Orchestrate and /or MCP Software shall be governed by Ciena's standard terms and conditions for such Software.

2.4 Planet Operate Software. If Buyer purchases a license for Blue Planet Operate Software, then Ciena grants Buyer an RTU License subscription period, the Planet Operate Software as detailed in the applicable accepted quote, in accordance with the Documentation in advance, of the applicable annual subscription license fee, and of the usage license fees if any (using "points" where so quoted), third party products. Prior to the expiration of each subscription period for the Planet Operate Software, Ciena will send Buyer a quote for the next subscription period(s) and any agreed technical support (each for one year unless otherwise agreed upon in an order). If Buyer desires a license for additional subscription periods, Buyer will issue a purchase order in advance of the then-current expiration date of such license.

2.5 Restrictions; Beneficiaries. Except with Ciena's prior written consent or as expressly authorized in accordance with the RTU License, Buyer shall not reproduce, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer, distribute, make derivative works (including with revisions, modifications) based upon the Software, Documentation, or any copy thereof; or (b) merge, link (either static or dynamic), part thereof, or any copy thereof, with any other software or other item(s). Buyer shall not decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software or any part thereof, or any copy thereof, if the Software and Documentation are and/or contain trade secrets and agrees to treat the same as Confidential Information subject to the confidentiality provisions hereunder. Buyer shall not upload onto the Internet, permit downloading from the Internet or otherwise make the Software accessible to third parties via any accessible computer network. Buyer shall not destroy, remove or otherwise alter any copyright or similar notices on the Software and Documentation and agrees to reproduce any such notices on any permitted copies. To the extent the Software includes software licensed to Ciena by third party beneficiaries of, and may enforce, the applicable elements of this provision.

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Table 1 Service Provider Information

Service Provider Name	Zayo Group, LLC
Main Address	1805 29th Street Boulder, Colorado
Remittance Address	80301 ---
Contact Name for Proposal	Craig Pool
Telephone Number	720.935.2128
Fax Number	---
USAC SPIN NO./ FCC 498ID	143023855
Primary Scope of Business	Fiber infrastructure

Table 4 Leased Dark Fiber Services

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Dark Fiber (2 Strands)	
	10 Year Term	
To	SCC	MRC
Raisbeck Aviation HS 16028604 9229 East Marginal Way South Tukwila, WA	\$73,083	\$193.93
Delly Park at Glendale ES 115265 1201 South 104th St. Seattle, WA 98168	\$55,741	\$193.93
Big Picture HS 16048229 440 South Burien St WA 98148	\$28,490	\$193.93
Bow Lake ES 115295 18237 42nd Avenue South SeaTac, WA 98188	\$54,502	\$193.93
Cedarhurst ES 115269 611 South Burien SW WA 98168	\$28,490	\$193.93
CHOICE Academy (Woodside HS) 230028 18367 8th Avenue South Burien, WA 98148	\$24,774	\$193.93
Des Moines ES 115308 23801 16th Avenue South Des Moines, WA 98198	\$73,083	\$193.93
Evergreen HS 17015930 830 SW Seattle St WA 98146	\$38,399	\$193.93
Existing Des Moines ES Campus (campus will be repurposed) 22001 9th Avenue South Des Moines, WA 98198	\$55,741	\$193.93
Glacier MS (new campus) 2450 South Seattle St WA 98168	\$29,728	\$193.93
Gregory Heights ES 115259 16201 16th Burien SW WA 98166	\$14,864	\$193.93
Hazel Valley ES 115236 402 SW 132nd Burien , WA 98146	\$21,058	\$193.93
Highline HS 615 South 200th St. Des Moines, WA 98198	\$39,638	\$193.93

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Dark Fiber (2 Strands)	
	10 Year Term	
To	SCC	MRC
Highline HS Extended Campus 115242 225 South 152nd St. Burien, WA 98148	\$7,432	\$193.93
Hilltop ES 115268 12250 24th Avenue South Burien, WA 98168	\$44,593	\$193.93
Madrona ES 115306 20301 32nd Avenue South SeaTac, WA 98198	\$56,980	\$193.93
Maintenance Ops & Facilities 16048256 17910 8th Avenue South Burien, WA 98148	\$24,774	\$193.93
Marvista ES 115262 19800 Marine View Dr. SW Normandy Park, WA	\$38,399	\$193.93
16048256 Mucken Heights ES 115293 3708 South 168th St. SeaTac, WA 98188	\$45,831	\$193.93
Midway ES 115310 22447 24th Avenue South Des Moines, WA 98198	\$70,605	\$193.93
Mount View ES 115231 10811 12th Avenue SW Seattle, WA 98146	\$42,115	\$193.93
16048256 New 98146 HS 233441 614 SW South St WA 98146	\$30,967	\$193.93
North Hill ES 115244 19835 8th Avenue South Des Moines, WA 98148	\$37,161	\$193.93
Pacific MS 115311 22705 24th Ave South Des Moines, WA 98198	\$71,844	\$193.93
Parkside ES 115305 2104 S Des Moines, WA 98198	\$84,231	\$193.93
Puget Sound Skill Center 222944 18010 8th Avenue South, WA 98148	\$23,535	\$193.93
Seahurst ES 115257 14603 14th Avenue Burien, WA 98166	\$99,095	\$193.93

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Dark Fiber (2 Strands)	
	10 Year Term	
To	SCC	MRC
Shorewood ES 115237 2725 SW Bluff St WA 98146	\$44,593	\$193.93
Southern Heights ES 115266 11249 14th Avenue Burien, WA 98168	\$45,831	\$193.93
Sylvester MS 115261 16222 Sylvester Rd. Burien, WA 98188	\$6,193	\$193.93
Tye HS 17015929 4424 South 188th St. SeaTac, WA 98188	\$52,025	\$193.93
Valley View ES 115294 17622 46th Avenue South SeaTac, WA 98188	\$59,457	\$193.93
White Center Heights ES 115240 10015 6th Avenue SW Seattle, WA 98146	\$53,264	\$193.93
Total SCC and MRC	\$1,476,515	\$6,400
Total Contract Price		\$2,244,515
Optional 1 Year Extension Price for Ten (10) additional years		\$6,400 monthly

Table 5 Leased Dark Fiber Services

***Requires ERAC (Ambaum) network**

Service Locations from Highline Schools to Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Dark Fiber (2 strands)	
	10 Year Term	
To	SCC	MRC
Raisbeck Aviation HS 16028604 9229 East Marginal Way South Tukwila, WA		\$200
DeVos Oly Park at Glendale ES 115265 1201 South 104th St. Seattle, WA 98168		\$200
Big Picture HS 16048229 440 South Burien WA 98148		\$200
Bow Lake ES 115295 18237 42nd Avenue South SeaTac, WA 98188		\$200
Cedarhurst ES 115269 611 South Burien WA 98168		\$200
CHOICE Academy (Woodside HS) 230028 18367 8th Avenue South Burien, WA 98148		\$200
Des Moines ES 115308 23801 16th Avenue South Des Moines, WA 98198		\$200
Evergreen HS 17015930 830 SW Seattle WA 98146		\$200
Existing Des Moines ES Campus (campus will be repurposed) 22001 9th Avenue South Des Moines, WA 98198		\$200
Glacier MS (new campus) 2450 South SeaTac WA 98168		\$200
Gregory Heights ES 115259 16201 16th Burien WA 98166		\$200
Hazel Valley ES 115236 402 SW 132nd Burien, WA 98146		\$200
Highline HS 615 South 200th St. Des Moines, WA 98198		\$200

Service Locations from Highline Schools to Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Dark Fiber (2 strands)	
	10 Year Term	
To	SCC	MRC
Highline HS Extended Campus 115242 225 South 152nd St. Burien, WA 98148		\$200
Hilltop ES 115268 12250 24th Avenue South Burien, WA 98168		\$200
Madrona ES 115306 20301 32nd Avenue South SeaTac, WA 98198		\$200
Maintenance Ops & Facilities 16048256 17910 8th Avenue South Burien, WA 98148		\$200
Marvista ES 115262 19800 Marine View Dr. SW Normandy Park, WA		\$200
115266 Mucken Heights ES 115293 3708 South 168th St. SeaTac, WA 98188		\$200
Mount View ES 115231 10811 12th Avenue SW Seattle, WA 98146		\$200
New Star HS 233441 614 SW Seattle, WA 98146		\$200
North Hill ES 115244 19835 8th Avenue South Des Moines, WA 98148		\$200
Pacific MS 115311 22705 24th Ave South Des Moines, WA 98198		\$200
Parkside ES 115305 2104 S Des Moines, WA 98198		\$200
Puget Sound Skill Center 222944 18010 8th Avenue Burien, WA 98148		\$200
Seahurst ES 115257 14603 14th Avenue Burien, WA 98166		\$200
Shorewood ES 115237 2725 SW Burien, WA 98146		\$200

Service Locations from Highline Schools to Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Dark Fiber (2 strands)	
	10 Year Term	
To	SCC	MRC
Southern Heights ES 115266 11249 14th Avenue Burien, WA 98148		\$200
Sylvester MS 115261 16222 Sylvester Rd. Burien, WA 98188		\$200
Tyee HS 17015929 4424 South 188th St. SeaTac, WA 98188		\$200
Valley View ES 115294 17622 46th Avenue South SeaTac, WA 98188		\$200
White Center Heights ES 115240 10015 6th Avenue SW Seattle, WA 98146		\$200
Total SCC and MRC		\$6,400
Total Contract Price		\$768,000
Optional 1 Year Extension Price for Ten (10) additional years		\$6,400 monthly

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table 7 Leased Dark Fiber Service – Additions

Per Mile or Postal Rates – Leased 2 Strand Leased Dark Fiber (optional as selected by HPS)		
To	SCC	MRC
Rural – Aerial Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200
Rural – Fiber – Trenched Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200
Rural – Fiber – Buried Conduit Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200
Urban – Aerial Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200
Urban – Fiber – Trenched Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200
Urban – Fiber – Trenched Price to add 2 Strand Leased Dark Fiber to a new location	TBD	\$200

Special construction is variable

**Benchmark average cost per foot
is\$22.91**