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SERVING 400 MARKETS



13.2 MILLION FIBER MILES



133,000 ROUTE MILES

Dark Fiber Proposal

NATOMAS UNIFIED SCHOOL DISTRICT RPF #21-103



Our Fiber Fuels Global Innovation®



IT BEGINS HERE

Table of Contents

Executive Summary	3
Dark Fiber	5
Pricing & Required Forms	7
Cost Proposal.....	8
RFP Form	9
Letter of Agreement.....	10
Fingerprint Certification	11
Statement of Non-Conflict of Interest.....	12
Implementation Plan	14
Maintenance & Support.....	19
Zayo Tranzact	26
Company History.....	28
Key Personnel.....	31
References.....	32
K-12 Partners.....	33
Appendices	35
Master Customer Agreement.....	36
Dark Fiber SLA.....	43
Sample Bill	49
Certificate of Insurance	53
IRS W-9.....	55

Disclaimer

The information, illustrations, maps, and other images contained herein is representative of Zayo's networks in general terms and should not be relied on or treated as a substitute for specific information relevant to particular circumstances. Although we make reasonable efforts to update this information, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up-to-date. Any reliance you place on such material is strictly at your own risk.

Notwithstanding anything in this Bid or Response to [education entity's] Request for Proposal (RFP) to the contrary, and except as to pricing, any requirements to meet state and federal law, and governing law, if Zayo is selected to provide the services contained in this response, [education entity] and Zayo agree to negotiate the terms and conditions of an agreement governing the services awarded to Zayo. In the event that Zayo and Customer are unable to mutually agree and execute an Agreement, the services shall be governed by Zayo's standard form MSA and Service Schedule, copies of which are attached as "Master Customer Agreement", "Ethernet & IP SLA", and "Customer Schedule - Dark Fiber".

AN INTRODUCTION

Executive Summary

Zayo is pleased to offer its proposal for Zayo Dark Fiber Services. Zayo's pricing and design are specific to the requirements of Peoria Unified School District and aligns 100% with the fiber plan. Notwithstanding anything in this Request for Proposal ("RFP") to the contrary, if Zayo is selected to provide the services contained in the RFP, Customer and Zayo agree to negotiate the terms and conditions of a master service agreement and appropriate services schedule (collectively the "Agreement") which shall govern Zayo's provision of the services to Customer pursuant to the RFP. In the event that Zayo and Customer are unable to mutually agree and execute an Agreement, the services shall be governed by Zayo's standard form MSA and Service Schedule, a copy of which is included in this response.

Network-Design. Zayo's design provides a cost-effective, resilient, and future-proof network that will seamlessly scale to meet the demands of future productivity. This design wholly aligns with the requests dictated in the provided RFP. Furthermore, Zayo's design yields fiber resiliency and network electronics diversity. Unlike competitors of whom you will receive bids from in the coming days, Zayo will deliver the network over fiber-optic cable 100 percent dedicated to your organization. Zayo will own, operate, monitor, and maintain all fiber, data center, and electronic assets (in a lit scenario). Since there will be direct connectivity to Zayo's private network built as a single-subscriber network, your organization will be able to bypass the "Carrier Cloud," which means it will not be affected by aggregated network traffic of other Zayo customers. Zayo's WAN solution will be virtually free from outside interference, interception or interruption, thus yielding the most reliable and secure network possible.

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

Infrastructure, Technology, Billing, Support, and Maintenance. Zayo will deliver the solution premise-to-premise, on Zayo-owned fiber and equipment, enhancing the stability and driving positive support outcomes. Zayo will have complete responsibility and accountability for the network. Furthermore, in the event of an outage, NOC support is provided by local, in-house support technicians who are capable of complete resolution.

Zayo will take ownership in the event of an outage. An escalation list, which includes the cell phone numbers of upper management all the way up to the Senior Vice President of Network Operations, will be provided to you. Zayo is determined to create a successful, long-term partnership with a solution that is tailored to meet the specifications of your RFP.

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



Again, thank you very much for your interest in Zayo. Zayo is prepared to customize it's offering based on feedback from this submission given the opportunity.

Tyler Schroder
Product Manager, Strategic Networks
Zayo Group, LLC

SECURE AND SCALABLE

Dark Fiber

Discover the Pathway to High-capacity Bandwidth, Dedicated to You

Zayo is proud to offer your school district a dark fiber network with fully scalable bandwidth, high-level management, and control options that is the perfect solution for the needs of your organization. The stats below reveal our growing community of customers that trust Zayo to provide a high quality dark fiber network:

- 12,200,000 Fiber Miles
- 1,210 Data Centers Connected
- 9,000 miles underway

A Secure and Scalable Solution

Zayo's dark fiber is secure and scalable with high-capacity bandwidth. You get fiber from us, then light it up with your own network components where you'll be able to maintain direct operational control of your network, while leveraging our dense metro and long haul fiber network.

- **Unique:** Our custom-built network provides substantial physical route options
- **Scalable:** Grow your network capacity as your bandwidth needs increase
- **Flexible:** Easily align network components with your changing requirements
- **Secure:** Leverage a fully dedicated, private physical network infrastructure
- **Cost Effective:** Get consistent monthly costs and low incremental costs per Mb
- **Customizable:** Obtain a creative and flexible deal structure with competitive pricing

Advanced Fiber Monitoring

Reduce downtime impact to your critical services.

24/7 advanced monitoring capabilities to help you identify, isolate, and remediate potential problems with your fiber infrastructure:

- Improve Service Availability
- Accelerate Repair Cycles
- Ensure Real-time Fiber Integrity
- Cost-effective Fiber Assurance

Real-time Fiber Assurance

Zayo Advanced Fiber Monitoring puts the power of our most advanced monitoring capabilities to work 24/7 to help you identify, isolate, and remediate potential problems with your fiber infrastructure to reduce downtime impact to your critical services.

Driving Performance Through Proactive Monitoring

If you manage a fiber network of any scale, network disruptions come with the territory. Whether it's errant construction crews, animals digging and chewing through lines or vehicles damaging utility poles, there are countless ways that critical fiber optic lines can be damaged.

While there might be no way to prevent these and other types of network disruptions, proactive monitoring of your network can ensure that you are as prepared as possible for the unexpected. With Zayo's 24/7 Advanced Fiber Monitoring, you can detect disruptive fiber cuts and other performance degradation issues immediately so you can solve the issue and restore service as quickly as possible.

Zayo Advanced Fiber Monitoring utilizes a remotely manageable OTDR device along with a passive filter system that dramatically improves the ability to diagnose and isolate issues on the same fibers as your service. Our monitoring rides on the same fibers with impacting throughput or performance.

Zayo Advanced Fiber Monitoring offers:

- **Simplicity:** Zayo offers streamlined and simplified solutions with a single point of contact
- **Range of solutions:** Layers 0, 1 and 2 – Dark Fiber + Managed Services, Private Wavelength Networks and Private Ethernet Networks
- **Security:** Connect high-bandwidth facilities within a metro or between cities with a dedicated fiber and dedicated platforms
- **Cost-effectiveness:** Leverage Zayo's purchasing power and operating scale
- **Coverage:** Connectivity in over 370 markets in the United States and Europe
- **Experience:** Zayo is the market leader in developing custom solutions for specific customer needs

Benefits

- **Improve Service Availability** - Meet aggressive SLAs and reduce repair times by sending repair teams to the precise cut fiber span
- **Accelerate Repair Cycles** - Passive, non-intrusive, in-band monitoring provide faster OTDR metrics
- **Ensure Real-Time Fiber Integrity** - Proactive, in-band fiber monitoring enables fast remediation
- **Cost-Efficient Fiber Assurance** - Quickly isolate faults and eliminate unnecessary repair efforts



SERVING 400 MARKETS

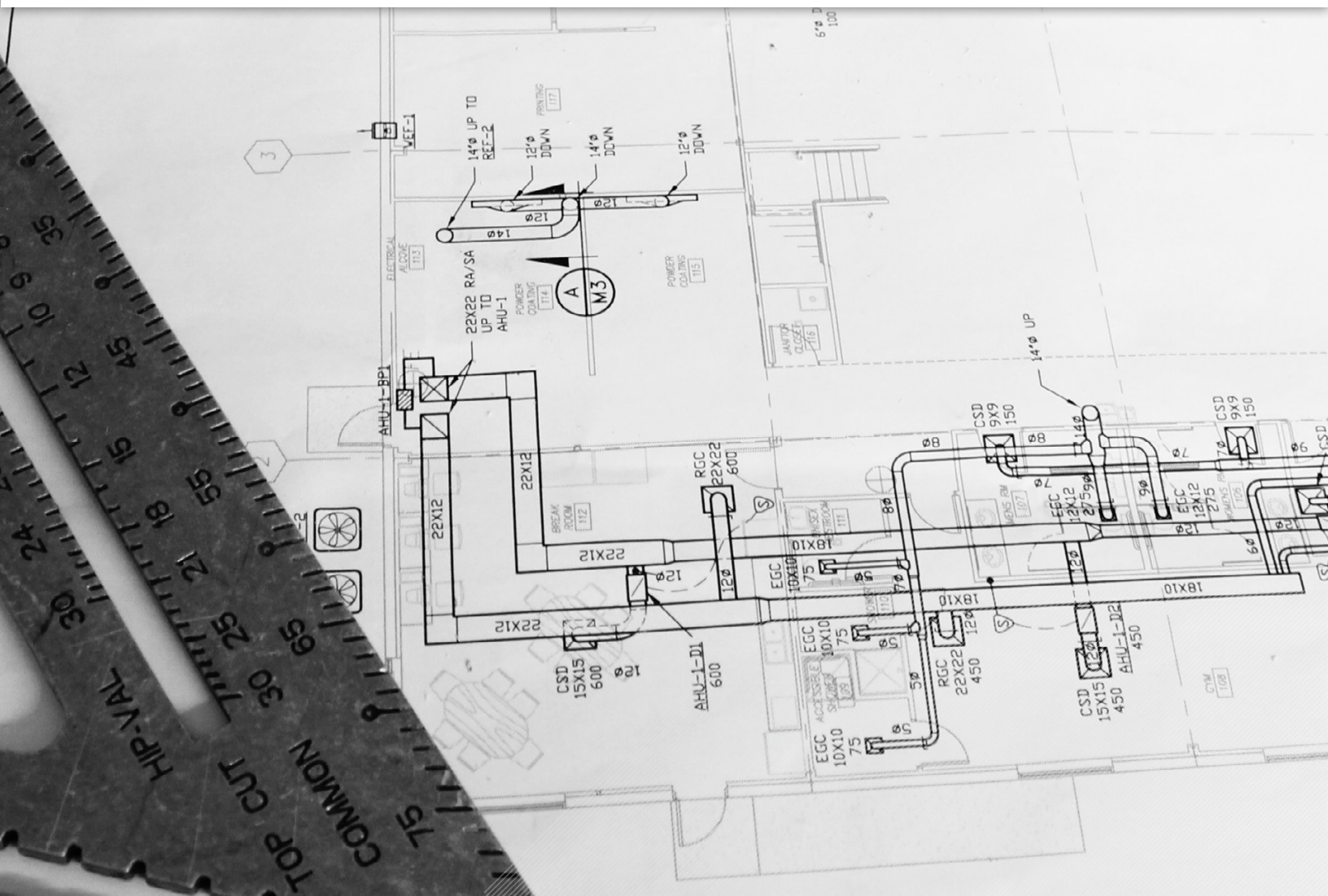


13.2 MILLION FIBER MILES



133,000 ROUTE MILES

Pricing & Required Forms





Cost Proposal

RFP 21-103

Responder Company Name: Zayo Group
Responder Name: Dan Stoll
Responder Title: SVP Zayo Networks West
Responder SPIN: 143023855
Responder Phone: 408.758.7205

Please provide pricing for a 24-month contract term below. Contract end dates should fall on June 30.

Please include all estimated taxes, fees, and surcharges in all proposals. The District reserves the right to select the most favorable and appropriate solution this site. Include any one-time installation costs, if any. Include costs to extend service from MPOE to the MDF/IDF at the site.

The District is requesting pricing options for Leased Dark Fiber and Leased Lit Fiber as follows:

1) Leased Dark Fiber pricing should be provided as a Non-Recurring Cost (NRC) that includes all installation costs, taxes and fees in the NRC with an ongoing Monthly Recurring Cost (MRC) for Maintenance and Operations; 2) Leased Lit Fiber pricing should be provided as a Monthly Recurring Cost (MRC) and should include all installation costs, taxes and fees in the MRC; and 3) Vendors have the option to provide a Monthly Recurring Cost (MRC) option for Leased Dark Fiber if available. After term pricing must also be provided.

Below pricing is for “point to point” fiber circuits from the school location listed below to the **Natomas Unified School District, Inderkum High School located at 2500 New Market Drive, Sacramento, CA 95835** (the “hub” of the network).

Sites	Total NRC for Dark Fiber	MRC for Dark Fiber (Maint. & Operation costs)	MRC for Lit Fiber 1 Gbps	MRC for Lit Fiber 2 Gbps	MRC for Lit Fiber 5 Gbps	MRC for Lit Fiber 10 Gbps	Latitude/ Longitude coordinates for site
Paso Verde School (K8) 3883 Del Paso Road Sacramento, CA 95834	\$76,734	\$200	\$350	\$400	\$400	\$400	38.6623985 -121.551819

Responders must also include addendums specifying all information required in the Project Scope and Responder Service Provider sections of this RFP (pages 5-7).

Responding to Request For Proposal No. 21-103 due January 22, 2021 before 10:00 AM

RFP Form

RFP 21-103

Natomas Unified School District

1901 Arena Blvd.

Sacramento, California 95824

To: Superintendent and Members of the Board of Education

To: Superintendent and Members of the Board of Education


The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: Zayo GroupLegal Status (i.e., sole proprietorship, partnership, corporation): Corporation

Tax I.D. Number (Sole Proprietorship Only): _____

Address: 1805 29th StBoulder, CO 80301

Authorized Representative:

DocuSigned by:

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Signature

Dan Stoll

Name (Print or Type)

SVP Zayo Networks West

Title

Date

(408) 758.7205

Phone

() _____

Fax

dan.stoll@zayo.com

E-mail address

BOARD OF TRUSTEES

B. Teri Burns
Scott Dosick
Micah Grant
Susan Heredia
Lisa Kaplan
Chris Evans, Superintendent

Letter of Agreement - RFP 21-103

Pursuant to the terms of Natomas Unified School District' RFP # 21-103 for Leased Dark Fiber Service, (Name of Company) Zayo Group 's response to RFP #21-103 dated (mm/dd/yyyy) January 5, 2021, (Name of Company) Zayo Group will provide the equipment and services per RFP # 21-103 effective the date of issuance of Natomas Unified School District's Purchase Order(s).

(Name of Company) Zayo Group and Natomas Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the Schools and Libraries Division of USAC/FCC and Natomas Unified School District for E-Rate Year 2021 (Year 24), and Natomas Unified School District's Board of Education approval.

Natomas Unified School District reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. Natomas Unified School District shall not be responsible for any costs to Bidder prior to termination.

Natomas Unified School District

Authorized Representative Signature

Date: _____

Name: Javetta Cleveland

Title: Deputy Superintendent

Address: 1901 Arena Blvd.
Sacramento, CA 95834

Email: jcleveland@natomasunified.org

Phone: (916) 567-5457

Zayo Group

(Name of Company) Zayo Group
DocuSigned by: Dan Stoll
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Authorized Representative Signature

Date: _____

Name: Dan Stoll

Title: SVP Zayo Networks West

Address: 1805 29th St
Boulder, CO 80301

Email: dan.stoll@zayo.com

Phone: 408.758.7205

Fingerprint Certification

RFP 21-103

Responder Certification

I, Dan Stoll, am an authorized representative of/doing business as (Name of Responder/consultant) Zayo Group, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any school campus of the District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Dan Stoll

Name/Title of Authorized Representative (printed)

DocuSigned by:

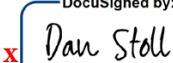
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(Signature)

Statement of Non-Conflict of Interest

RFP 21-103

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

DocuSigned by:

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Signature

Dan Stoll
Printed Name

SVP Zayo Networks West
Title

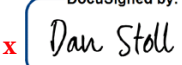
Zayo Group
Responder

January 5, 2021
Date

To the fullest extent allowed by law, the District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers, or guests arising from the District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of Natomas Unified School District, and the District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold the District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

DocuSigned by:

41D06752BB1646B...

Signature

Dan Stoll

Printed Name

SVP Zayo Networks West

Title

Zayo Group

Responder

January 5, 2021

Date



BOARD OF TRUSTEES

B. Teri Burns
Scott Dosick
Micah Grant
Susan Heredia
Lisa Kaplan
Chris Evans, Superintendent

RFP # 21-103

Addendum #1

Posted: December 23, 2020

Leased Dark Fiber - E-rate YR 2021 (YR24)

RFP Clarification and changes:

The District is clarifying that the original questions, answer and due dates are being extended.

The deadline for questions is now January 5, 2021

The deadline for answers to be posted is now January 7, 2021

The RFP due date – closing is now February 4, 2021 before 10:00 A.M.

Additionally, there is a typographical error on page 5.

The number of sites being requested is one (1) not eleven (11).

This addendum supersedes the original Information and specifications regarding RFP 21-103 where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions shall remain unchanged.

Vendor must sign as acknowledgment of receipt and return with bid.

DocuSigned by:
 January 11, 2021
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Signature Date

Zayo

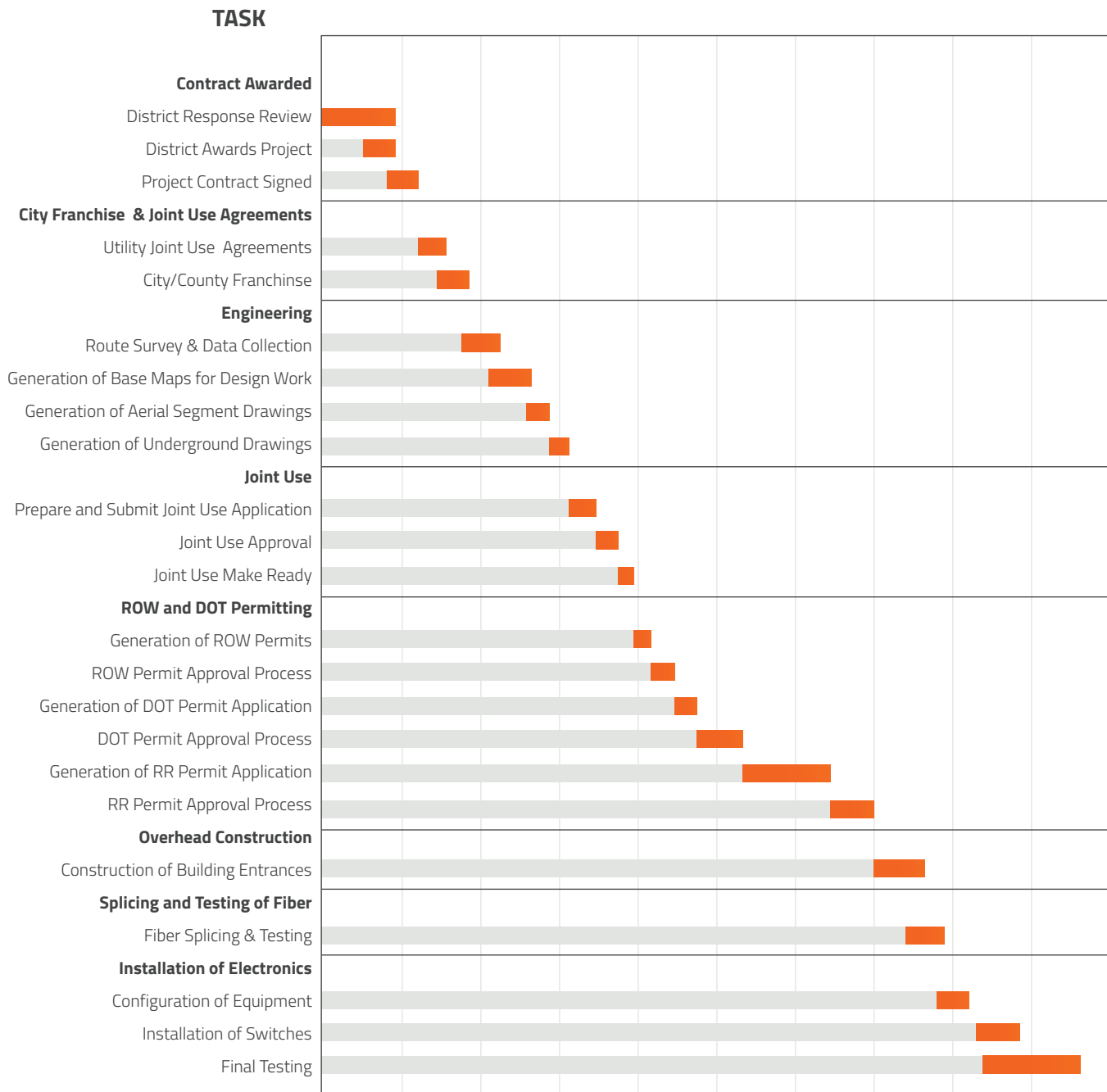
Company Name (please print)



PROJECT MANAGEMENT

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. In the case of Natomas Unified School District, Zayo requests to meet with the district prior to award to ascertain an accurate build timeline.



Steps and Responsibilities

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).
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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.

Cutover and Acceptance Testing. During cutover and acceptance testing, the new service from Zayo will never impact your existing service. You have several options for cutting service over to Zayo:

- Dual service with hot cut: keep current service up while new service is built and tested. Once satisfied with testing switch all locations to new service.
- Dual service with soft cuts: as new service comes up per site, cut off old service per that location. This would require central "meet me" point where both service providers can exchange network data in order for new and old networks to communicate until all sites are migrated.
- Diverse providers: keep current service up, build new service as single connection to all sites. Once new service is built, re-complete old service as a single connection thus providing both network and vendor diversity.

For fiber connections, Zayo will perform OTDR testing to ensure signal integrity during installation and repair of any Zayo fiber-provisioned service. Zayo does not charge for this testing, though a non-recurring charge (NRC) may apply for the installation of service. This NRC will include all aspects of the turn-up of service, including construction, installation, and testing services.

The Zayo circuit acceptance process is designed to ensure that Zayo delivers a high quality product that complies with all design and performance parameters specified by the contract. To accomplish this objective, the Zayo acceptance process includes steps to validate the circuit design, circuit performance, and protection switching capability (for protected services). At a high level, this process includes the following steps:

- Validation that the circuit provisioning matches the circuit design (data integrity)
- Validation that the circuit provisioning matches the customer order and any specific requirements for configuration (e.g. framing, Ethernet frame size, BGP configuration, etc.)
- Fail-over / protection switch testing for protected services to validate both working and protection paths and fail-over between the two
- Testing of any Zayo ordered Type II services (i.e. from another provider) to ensure error free performance and correct configuration
- Joint testing with the customer / end user to validate end to end functionality of all circuit components and properly attenuate any optical signals received into Zayo equipment

PROJECT MANAGEMENT

Maintenance & Support

Natomas Unified 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 Natomas Unified School District will be serviced.

24/7/365 support 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 pro-actively working for resolution.

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

Network Control Center Summary | 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

Network Control Center Summary | 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.

Planned Maintenance Overview | 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 Contacts					
1	2	3	4	5	6
Tech on Duty Tech on Duty fsNetwork Control Center fsncc@zayo.com 866-236-2824. Opt 1	Shift Lead Lead Technician dfsleads@zayo.com 866-236-2824. Opt 1	Manager on Duty Global Fiber Solutions dfsNetwork Control Center dfsnccman- agers@zayo.com 918-921-6119	Kurt Hannah Director, Network Management kurt.hannah@zayo.com 918-901-9117 (Office & Cell)	Crosby Lanham VP, Network Management crosby.lanham@zayo.com 918-295-7048 (Office) 918-928-7431 (Cell)	Michael Sharpe SVP, Network Operations michael.sharpe@zayo.com 303-414-4048 (Office) 303-217-3399 (Cell)
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

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. Natomas Unified 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. Natomas Unified 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

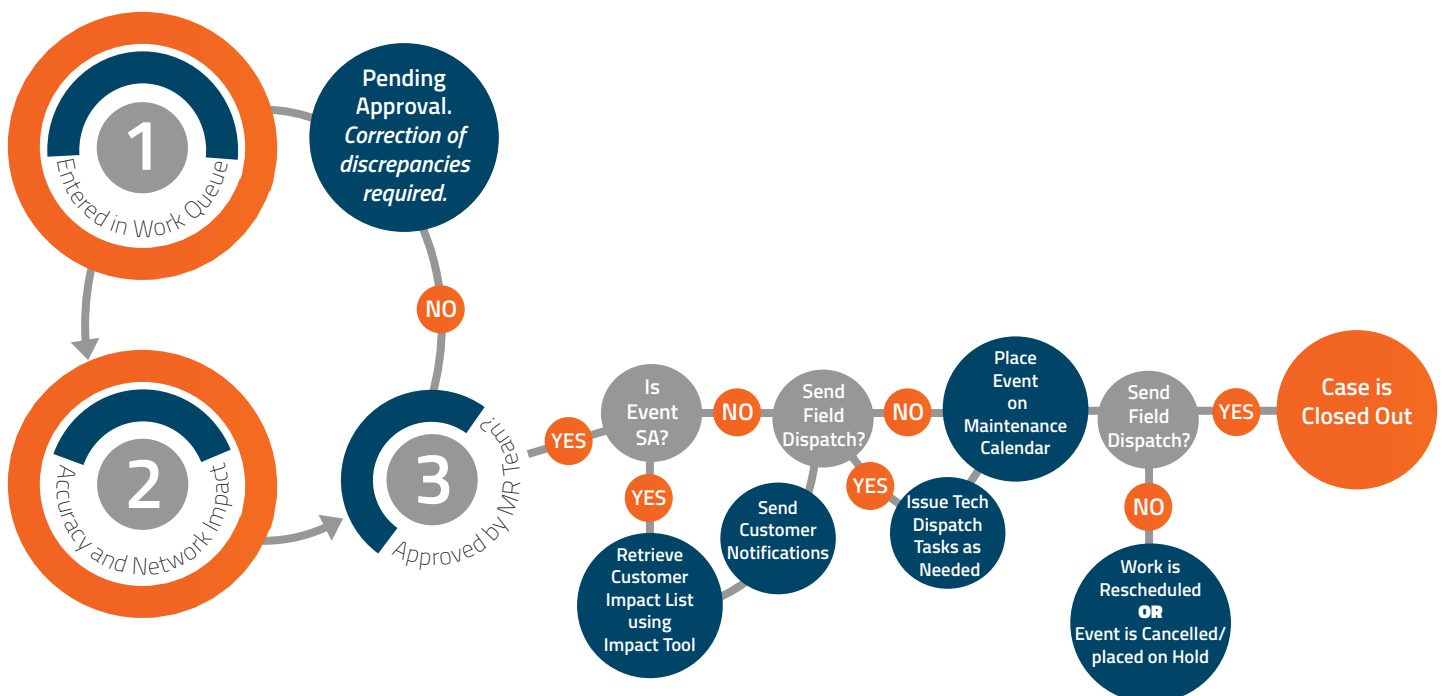
- 24x7x365 monitoring of Zayo network facilities & electronics
- Single screen fault management system for view of entire network
- Rigorous network maintenance process to support robust network and prevent potential outages
- Proactive identification of network faults and customer circuit troubles
- 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 Natomas Unified School District with a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Zayo will provide Natomas Unified 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

Maintenance Classifications | 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.

Maintenance Classifications | 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.

MAINTENANCE CLASSIFICATION		LEAD TIME FOR NOTIFICATIONS SENT TO CUSTOMERS
Service Affecting - SA		10 Business Days
Potentially Service Affecting - PSA High		5 Business Days
Potentially Service Affecting - PSA Low		5 Business Days
Not Service Affecting - NSA		2 Calendar Days
Demand		>24 Hours, <10 Calendar Days
Emergency		1 Hour
MAINTENANCE WINDOW	DAYS OF THE WEEK	TIME
SA	Monday - Sunday	00:00 - 05:00
PSA High	Monday - Sunday	00:00 - 05:00

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 Natomas Unified 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

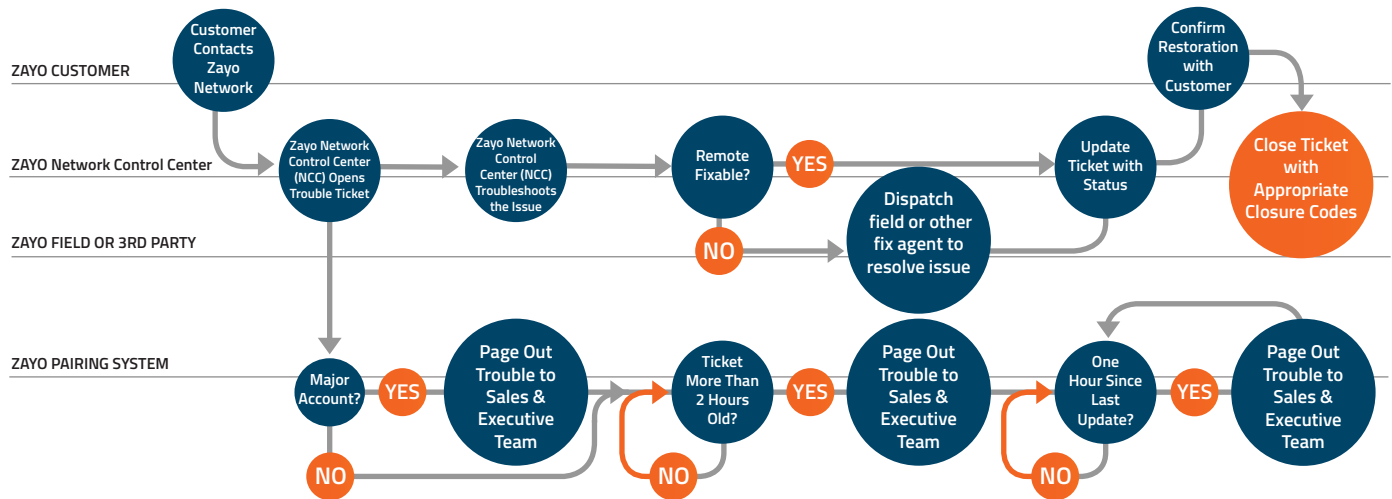
Agreements in Place with Applicable Utilities and Utility Contractors for Emergency Restoration.

Zayo has relationships with utilities and utility contractors:

RELATIONSHIPS	STRONG PORTFOLIO OF ENGINEERING AND CONSTRUCTION FIRMS	DEDICATED OSP TEAM FOCUSED ON BUILDING NEW NETWORK
<ul style="list-style-type: none">• 741 franchise agreements• Sharing agreements with DOTs• 135 Major Utility Easements (i.e., PAAs)	<ul style="list-style-type: none">• 155 active outside plant contractors	<ul style="list-style-type: none">• 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 Natomas Unified 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. Natomas Unified School District will have access to live trouble ticket updates via Zayo’s transact portal. Every action is logged and updated every 15 minutes.



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

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.

INTUITIVE PORTAL ACCESS

Zayo Tranzact

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 (Figure 1.1).

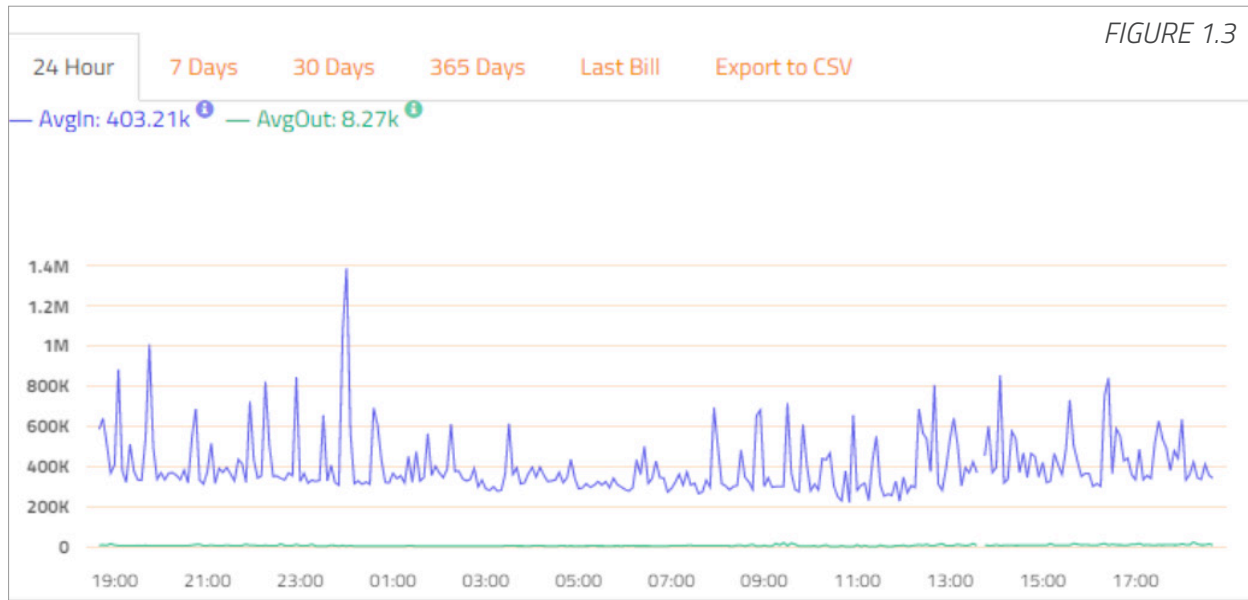
FIGURE 1.1

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 F				
Quote-446092	Test Account - Tranzact	Approved			ELIN				
Quote-446071	Test Account - Tranzact	Approved			ELIN				

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 (Figure 1.2).

Service Management Using Tranzact - Tranzact contains network utilization statistics of the services ordered (Figure 1.3). 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. 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, & Billing - 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. 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.

Ticketing & Reporting - 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. 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 ZAYO

Company History

Zayo Group Holdings, Inc. provides communication infrastructure, including fiber and bandwidth connectivity, colocation, and cloud infrastructure to the world's leading businesses. Founded in 2007 and headquartered in Boulder, Colorado, Zayo fulfills its mission of satisfying the demand for high quality bandwidth infrastructure – currently serving 403 markets operating fiber-based communication networks in 46 states across the country, with Zayo's international network throughout North America and Europe spanning more than 12.2 million fiber miles providing extensive metro connectivity to thousands of buildings and data centers. Zayo's expertise encompasses fiber network construction and the ongoing operations of highly reliable dark fiber, wavelength SONET, Ethernet and IP-based networks, along with colocation and cloud infrastructure in its carrier-neutral data centers. Zayo's wide range of customers includes wireless and wireline carriers, media and content, finance companies, healthcare facilities, education entities, and other large enterprises.

Zayo has evolved into the leading global communications infrastructure service provider – excelling in the successful management of large-scale projects such as the fiber to cell towers initiative and in the individual customization of creative solutions for each customer. Zayo provides infrastructure for the most-recognized companies in America, is 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 DIA is fully dedicated and delivered directly over a metro circuit to Zayo's Tier-1 IP backbone. As Zayo has historically focused on the top 1,000 bandwidth consumers, many of which require fiber-to-the-tower (FTT) construction for wireless carrier backhaul, Zayo is in the unique position of providing cost-effective bandwidth to K-12 entities in residential environments, connecting hundreds of Tier 1-5 cities on both metro and intercity routes. Zayo provides flexible, customized solutions and self-service for each customer through their own innovative online platform called Tranzact for managing and purchasing bandwidth.

As a global provider of bandwidth infrastructure, many of the nation's largest network providers have petitioned Zayo to partner and peer in order to expand network reach, consequently responses from other providers will likely have Zayo DNA buried in their solution. Zayo peers with over 200 unique networks and has over 700 peering



Steve Smith
Chief Executive Officer



Sandi Mays
Co-Founder, Chief Customer
Experience and Information
Officer



Matt Steinfort
Chief Financial Officer



Ian Cunningham
Managing Director and SVP
Sales, Europe



Derek Gillespie
CRO

sessions across North America, Europe, and Asia. The majority of Zayo peering is through 10GE and 1GE PNIs (Private Network Interconnects), and Zayo aims to further continue to expand participation 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. Zayo also owns and operates its own fiber optic backbone, which allows Zayo customers to bypass the outdated, legacy infrastructure of other carriers in order to optimize support and connectivity.

Industry Challenge & The Zayo Solution. The proliferation of smart devices and mobile broadband, real-time streaming video, social networks, online gaming, machine-to-machine connectivity, big data analytics, and cloud computing will continue to drive substantial consumer and business demand for bandwidth. Cisco estimates that mobile data traffic will grow at a compound annual growth rate of 46% from 2017 to 2022 and that IP traffic will grow at a compound annual growth rate of 26% from 2016 to 2021.

Zayo owns and operates infrastructure assets that are used to market and deliver infrastructure offerings. We believe these assets would be difficult to replicate given the significant capital, time, permitting, and expertise required. By focusing on the reach, density, and performance of our physical networks, Zayo can deliver customized services to communications services providers and end users more quickly and with superior economics than these users could otherwise self-provide.

Our network spans over 133,000 route miles and 13 million fiber miles, reaches 400+ geographic markets in US, Canada and Europe and connects 35,000+ buildings, including 1,200 data centers. We believe the location and density of our expansive network footprint allow us to more competitively satisfy our customers' bandwidth infrastructure needs at the local, regional, national and international level compared to other regional bandwidth infrastructure solution providers or long haul carriers.

Focus on Bandwidth Infrastructure. Zayo expects that bandwidth needs for mobile applications, cloud-based computing, and machine-to-machine connectivity will continue to grow with the continued adoption of bandwidth-intensive devices, as well as the increasing demand for Internet-delivered video. One of Zayo's strategic priorities focuses on continuing to provide high-bandwidth infrastructure solutions, which we believe are critical in the consumption and delivery of bandwidth-intensive applications and services by our customers. We believe our approach to providing these essential access rights and to our targeted customers enables us to offer a high level of customer satisfaction, while also being able to adapt to changes in the marketplace. Our ability to rapidly add network capacity to meet the growing requirements of our customers is an important component of our value proposition. We will continue to seek opportunities to expand our network reach. The expansion of our network footprint provides the benefit of bringing other potential customer locations within reach.

E-Rate & K-12. Technology is bringing exciting new multimedia resources to the classroom, including digital curricula, online streaming resources and more. Advanced communications infrastructure is making this possible, providing the high-speed bandwidth to connect classrooms, educators and administrators. Zayo's fiber-based infrastructure is transforming the classroom with interconnected networks that power advances in learning. We work closely with you to define and design the best solution for your needs — dark fiber or lit fiber-based offerings, including wavelengths, Ethernet or dedicated internet access (DIA). To date, we've implemented E-Rate-funded

solutions across 13 states, including Arizona, California, Colorado, Georgia, Idaho, Indiana, Kansas, Michigan, Minnesota, New York, Texas, Utah and Washington. As an experienced E-Rate Service Provider (SPIN 143023855) with a designated team of education network experts, we've helped school districts across the country improve their technology. Up to 100G on Zayo's Tier-1 network Hybrid Solutions. Dark and lit fiber-based solutions from the same vendor

Zayo's Vision - Zayo is aggressively pursuing a place within the world of 5G. We have deployed thousands of small cell towers for our customers in over 50 markets, and have participated in Smart City project ecosystems with both our small cell and fiber deployments. 5G, when in full swing in 2021 (we predict), will fundamentally change the products and services offered to customers. The introduction of this technology will bring new value chains and revenue streams throughout the industry.

Stability, Financial Strength and Growth - Zayo's financial focus, is to:

- Continue our strong bookings momentum
- Reduce churn while increasing installations
- Reach, and ultimately exceed, target of 6-8% organic growth
- Achieve EBITDA growth at or above revenue growth
- Continue to integrate, deploy capital efficiently
- Create value through both organic and inorganic growth
- Target our sales efforts to solutions that utilize our existing fiber network and data centers, which will enable us to limit our reliance on third-party providers

Additionally, on May 8, 2019, we announced that Zayo has entered into an agreement to be acquired for an evaluation of over \$14B by Digital Colony and EQT, two global investment firms that, if the deal is approved, will take Zayo private. Under the new ownership and with this new investment in the company, the Zayo team would continue to execute our strategy and remain headquartered in Boulder, Colorado.

Digital Colony and EQT share our vision that Zayo's fiber fuels global innovation. Both are experienced global investors in the communications infrastructure space, and they appreciate our extraordinary fiber infrastructure and data center assets, our highly talented team and our strong customer base.



EXPERIENCE

Key Personnel



Tyler Schroder

Product Manager - Zayo Group, LLC.

Tyler has served the telecommunications industry in multiple positions at Zayo Group over the past 6 years. As a Product Manager, Tyler manages E-Rate sales nationwide and is a point of escalation and support for your facilities.



Colin Campbell

Territory Manager, West Coast - OneTel

Colin manages government and education sales initiatives for the Western United States. Colin has 8 years of experiences working with government, education, and medical institutions helping to sell, design, and account manage complex fiber WAN and IP solutions.



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.

Below we have listed other project team resources that are assigned and dedicated to the account upon award of the bid. These resources are assigned and dedicated to the account through the implementation process detailed within the response.

- **Project Manager** - Customer single point of contact. Manage project schedule. Customer/Zayo coordination lead. Identify and resolve project issues.
- **Service Delivery Coordinator** - Service Order management, and closeout package delivery.
- **OSP Project Manager & OSP Team** - Manages all OSP construction activities, OSP schedule and OSP delivery. Includes OSP site surveys, OSP engineering and permitting, OSP materials ordering, OSP RFP/bidding/award and OSP contractor management.
- **District Project Manager(s)** – Point of contact for all project activities including site walks, site access, project schedules, project deliverables and acceptance. Project support from Underlying Rights, Fiber Engineering and PDN Engineering.

PROVEN QUALITY

References

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

Pinal County E-Rate Consortium

Peter Lin

Phone: 520.450.4465 | Email: plin@pinalk12.org

Project description – 40G IP to 32+ consortia locations.

Yucca School District

Debbie Vincent

Phone: 928.766.2581 | Email: debbie.vincent@mohavecounty.us

Project description – 1G IP to rural school district.

Mesa Public Schools

David Sanders

Phone: 480.472.0044 | Email: dbsanders@mpsaz.org

A GROWING COMMUNITY

K-12 Partners

With over 150+ K-12 partners nationwide, your school district will be in good company. Zayo hopes to add your school district to our growing community of K-12 customers.

ORGANIZATION	CITY	ST	ORGANIZATION	CITY	ST
NOTRE DAME PREPARATORY HIGH SCHOOL	SCOTTSDALE	AZ	CENTENNIAL BOCES	GREELEY	CO
TUCSON UNIFIED SCHOOL DISTRICT	TUCSON	AZ	ADAMS COUNTY SCHOOL DIST 14	COMMERCE CITY	CO
GLOBE UNIFIED SCH DISTRICT 1	GLOBE	AZ	ELIZABETH SCHOOL DISTRICT C 1	ELIZABETH	CO
ARIZONA CALL-A-TEEN CENTER	PHOENIX	AZ	DENVER SCHOOL DISTRICT 1	DENVER	CO
PINAL COUNTY SCHOOLS	FLORENCE	AZ	WELD COUNTY SCHOOLD DIST 6	GREELEY	CO
ARIZONA AGRIBUSINESS AND EQUINE CENTER	PHOENIX	AZ	SAN LUIS VALLEY BOCES	ALAMOSA	CO
PINAL COUNTY SCHOOL OFFICE EDUCATION	CASA GRANDE	AZ	WELD COUNTY SCHOOL DISTRICT RE-4	WINDSOR	CO
AZ SCHOOLS F/T DEAF & T BLIND	TUCSON	AZ	ADAMS 12 FIVE STAR SCHOOL DISTRICT	THORNTON	CO
GUSTINE UNIFIED SCHOOL DIST	GUSTINE	CA	WRAY PUBLIC LIBRARY	WRAY	CO
CAMPBELL UNION H S DISTRICT	SAN JOSE	CA	ESTES PARK SCHOOL DISTRICT R-3	ESTES PARK	CO
NATOMAS UNIFIED SCHOOL DIST	SACRAMENTO	CA	MARIETTA CITY SCHOOL DISTRICT	MARIETTA	GA
SACRAMENTO CITY UNIF SCH DIST	SACRAMENTO	CA	DEKALB COUNTY SCHOOL DISTRICT	STONE MOUNTAIN	GA
CENIC	LA MIRADA	CA	AMANA ACADEMY SCHOOL	ALPHARETTA	GA
ALUM ROCK UNION ELEM SCH DIST	SAN JOSE	CA	MERIDIAN JOINT SCHOOL DISTRICT	MERIDIAN	ID
NAPA VALLEY UNIF SCHOOL DIST	NAPA	CA	NAMPA SCHOOL DISTRICT 131	NAMPA	ID
SEQUOIA UNION HIGH SCHOOL DIST	REDWOOD CITY	CA	BOISE CITY INDEPENDENT DIST 1	BOISE	ID
INTERNET ARCHIVE	SAN FRANCISCO	CA	OAK PARK-RIVER FOREST DIST 200	OAK PARK	IL
PLANADA ELEM SCHOOL DISTRICT	PLANADA	CA	TOWNSHIP HIGH SCHOOL DIST 214	ARLINGTON HTS	IL
TWIN RIVERS UNIFIED SCHOOL DISTRICT	NORTH HIGHLANDS	CA	CICERO SCHOOL DISTRICT 99	CICERO	IL
WINTON ELEM SCHOOL DISTRICT	WINTON	CA	ALEXANDRIA COMM SCHOOL CORP	ALEXANDRIA	IN
ATWATER ELEM SCHOOL DISTRICT	ATWATER	CA	MSD OF WARREN TOWNSHIP	INDIANAPOLIS	IN
SANTA CLARA COUNTY E-RATE CONSORTIUM	SAN JOSE	CA	WESTFIELD-WASHINGTON SCHOOLS	WESTFIELD	IN
ST CORNELIUS ELEMENTARY SCHOOL	RICHMOND	CA	MSD WAYNE TOWNSHIP	INDIANAPOLIS	IN
LITTLETON SCHOOL DISTRICT 6	LITTLETON	CO	MSD WASHINGTON TOWNSHIP	INDIANAPOLIS	IN
CALHAN SCHOOL DIST RJ-1	CALHAN	CO	FRANKLIN TWP COMM SCHOOL CORP	INDIANAPOLIS	IN
ELBERT SCHOOL DIST 200	ELBERT	CO	BARTHOLOMEW CONS SCHOOL CORP	COLUMBUS	IN
RIDGWAY SCHOOL DISTRICT R 2	RIDGWAY	CO	LAFAYETTE SCHOOL CORPORATION	LAFAYETTE	IN
WIDEFIELD SCHOOL DISTRICT 3	COLORADO SPGS	CO	SCECINA MEMORIAL HIGH SCHOOL	INDIANAPOLIS	IN
AURORA PUBLIC SCHOOLS	AURORA	CO	ORCHARD SCHOOL	INDIANAPOLIS	IN
LA VETA SCHOOL DISTRICT RE 2	LA VETA	CO	KIPP INDIANAPOLIS, INC	INDIANAPOLIS	IN
DENVER SCHOOL OF SCIENCE AND TECHNOLOGY	DENVER	CO	ELWOOD COMMUNITY SCHOOL CORP	ELWOOD	IN
YUMA SCHOOL DISTRICT #1	YUMA	CO	BOARD OF SCHOOL COMMISSIONERS	INDIANAPOLIS	IN
PEYTON SCHOOL DISTRICT 23 JT	PEYTON	CO	BREBEUF JESUIT PREPARATORY SCH	INDIANAPOLIS	IN
HOEHNE SCHOOL DISTRICT R E 3	HOEHNE	CO	BUHLER USD 313	BUHLER	KS
WELD COUNTY SCHOOL DISTRICT RE-1	GILCREST	CO	HAYSVILLE UNIF SCHOOL DIST 261	HAYSVILLE	KS
AULT-HIGHLAND DISTRICT RE 9	AULT	CO	HUTCHINSON PUBLIC SCHOOLS	HUTCHINSON	KS
PLATTE VALLEY SCH DIST R E 7	KERSEY	CO	GARDEN CITY UNIF SCH DIST 457	GARDEN CITY	KS
ACADEMY SCHOOL DISTRICT 20	COLORADO SPGS	CO	INMAN UNIFIED SCHOOL DIST 448	INMAN	KS
BOULDER VALLEY SCH DIST R E 2	BOULDER	CO	RENWICK UNIF SCHOOL DIST 267	ANDALE	KS
HARRISON SCHOOL DISTRICT TWO	COLORADO SPGS	CO	NEWTON UNIFIED SCHOOL DIST 373	NEWTON	KS
CHERRY CREEK SCHOOL DISTRICT 5	CENTENNIAL	CO	MCPHERSON UNIF SCHOOL DIST 418	MC PHERSON	KS
PIKES PEAK BOCES	COLORADO SPRINGS	CO	ANDOVER UNIF SCH DISTRICT 385	ANDOVER	KS
MIAMI-YODER SCHOOL DIST 60 JT	RUSH	CO	HAVEN UNIF SCHOOL DISTRICT 312	HAVEN	KS
HANOVER SCHOOL DISTRICT 28	COLORADO SPGS	CO	JOHNSON COUNTY LIBRARY	OVERLAND PARK	KS

ORGANIZATION

RAWLINS COUNTY SCHOOL DISTRICT 105
FREDERICK COUNTY PUBLIC SCHOOL DISTRICT
CHARLES E SMITH JEWISH DAY SCHOOL
CRISTO REY JESUIT HIGH SCHOOL
EATON COUNTY CONSORTIUM
INGHAM STARNET CONSORTIUM
LANSING SCHOOL DISTRICT
CAPITAL AREA DISTRICT LIBRARY
BUFFALO SCHOOL DISTRICT 877
SCOTT COUNTY LIBRARY
FOREST LAKE SCHOOL DIST 831
HASTINGS INDEP SCHOOL DIST 200
LAKES INTERNATIONAL LANGUAGE ACADEMY
STILLWATER SCHOOL DISTRICT 834
ANOKA-HENNEPIN SCHOOL DIST 11
MOUNDS VIEW SCHOOL DIST 621
ROSEMOUNT IND. SCHOOL DIST 196
HENNEPIN COUNTY LIBRARIES
CENTENNIAL SCHOOL DISTRICT 12
SOUTH WASHINGTON CO SCH D 833
ST JOHN THE BAPTIST SCHOOL
HELENA PUBLIC SCHOOL DIST 1
POINT PLEASANT BORO SCH DIST
FREEHOLD TWP SCHOOL DISTRICT
BERNALILLO PUBLIC SCHOOLS
HENDERSON DISTRICT PUB LIBRARY
NEW YORK PUBLIC LIBRARY
CLACKAMAS ESD CONSORTIUM
BEAVERTON SCHOOL DISTRICT 48 J
MULTNOMAH EDUCATION SERVICE DISTRICT
INTERMEDIATE UNIT 18 & 19 RWAN CONSORTIUM
MEMPHIS BUSINESS ACADEMY HIGH
MEMPHIS BUISNESS ACADEMY
MEMPHIS BUISNESS ACADEMY ELEMENTARY
WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
PRINCETON INDEP SCHOOL DIST
MESQUITE INDEPENDENT SCHOOL DISTRICT
COPPELL INDEP SCHOOL DISTRICT
ARLINGTON INDEP SCHOOL DIST
CARROLL INDEP SCHOOL DISTRICT
SPRING BRANCH ISD
DESOTO INDEP SCHOOL DISTRICT
CARROLLTON-FARMERS BR SCH DIST
ROUND ROCK INDEP SCHOOL DIST

CITY

ATWOOD	KS
FREDERICK	MD
ROCKVILLE	MD
BALTIMORE	MD
CHARLOTTE	MI
MASON	MI
LANSING	MI
LANSING	MI
BUFFALO	MN
SHAKOPEE	MN
FOREST LAKE	MN
HASTINGS	MN
FOREST LAKE	MN
STILLWATER	MN
ANOKA	MN
SHOREVIEW	MN
ROSEMOUNT	MN
MINNEAPOLIS	MN
CIRCLE PINES	MN
COTTAGE GROVE	MN
SAVAGE	MN
HELENA	MT
POINT PLEASANT	NJ
FREEHOLD	NJ
BERNALILLO	NM
HENDERSON	NV
NEW YORK	NY
CLACKAMAS	OR
BEAVERTON	OR
PORTLAND	OR
KINGSTON	PA
MEMPHIS	TN
MEMPHIS	TN
MEMPHIS	TN
WICHITA FALLS	TX
PRINCETON	TX
MESQUITE	TX
COPELL	TX
ARLINGTON	TX
SOUTHLAKE	TX
HOUSTON	TX
DESOTO	TX
CARROLLTON	TX
ROUND ROCK	TX

ST

ORGANIZATION

HOUSTON INDEP SCHOOL DISTRICT
WAXAHACHIE INDEP SCHOOL DIST
NORTHWEST INDEP SCHOOL DIST
COMAL INDEP SCHOOL DISTRICT
EAGLE-MTN SAGINAW IND SCH DIST
FORT WORTH INDEP SCH DISTRICT
PROSPER INDEP SCHOOL DISTRICT
GRAPEVINE-COLLEYVILLE IND S D
IRVING INDEP SCHOOL DISTRICT
ESC REGION 11 CONSORTIUM
MCKINNEY INDEP SCHOOL DISTRICT
SAN ANTONIO INDEP SCHOOL DIST
LLANO INDEPENDENT SCHOOL DISTRICT
AUSTIN INDEPENDENT SCHOOL DISTRICT
FERRIS INDEP SCHOOL DISTRICT
DUBLIN INDEP SCHOOL DISTRICT
ESC REGION 20 FIBER CONSORTIUM
ALLEN INDEP SCHOOL DISTRICT
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
EVERMAN INDEP SCHOOL DISTRICT
EDUCATION SERVICE CENTER REGION 10
UTAH EDUCATION AND TELEHEALTH NETWORK
CAMAS SCHOOL DISTRICT 117
MEAD SCHOOL DISTRICT 354
SUMNER SCHOOL DISTRICT 320
EAST VALLEY SCHOOL DISTRICT 361
SPOKANE SCHOOL DISTRICT 81
SPOKANE COUNTY LIBRARY DIST
TACOMA SCHOOL DISTRICT 10
WEST VALLEY SCHOOL DIST 363
CENTRAL VALLEY SCH DIST 356
WASHINGTON OFM K20
SPOKANE INTERNATIONAL ACADEMY
FIFE SCHOOL DISTRICT 417
ENTERPRISE TECHNOLOGY SERVICES

CITY

HOUSTON	TX
WAXAHACHIE	TX
FT WORTH	TX
NEW BRAUNFELS	TX
SAGINAW	TX
FORT WORTH	TX
PROSPER	TX
GRAPEVINE	TX
IRVING	TX
WHITE SETTLEMENT	TX
MC KINNEY	TX
SAN ANTONIO	TX
LLANO	TX
AUSTIN	TX
FERRIS	TX
DUBLIN	TX
SAN ANTONIO	TX
ALLEN	TX
GRAND PRAIRIE	TX
EVERMAN	TX
RICHARDSON	TX
SALT LAKE CITY	UT
CAMAS	WA
MEAD	WA
SUMNER	WA
SPOKANE	WA
SPOKANE	WA
SPOKANE	WA
TACOMA	WA
SPOKANE	WA
SPOKANE VALLEY	WA
OLYMPIA	WA
SPOKANE	WA
TACOMA	WA
CHEYENNE	WY

ST



Connecting Classrooms

To date, we've implemented E-Rate-funded solutions across 13 states, including Arizona, California, Colorado, Georgia, Idaho, Indiana, Kansas, Michigan, Minnesota, New York, Texas, Utah and Washington.



SERVING 400 MARKETS

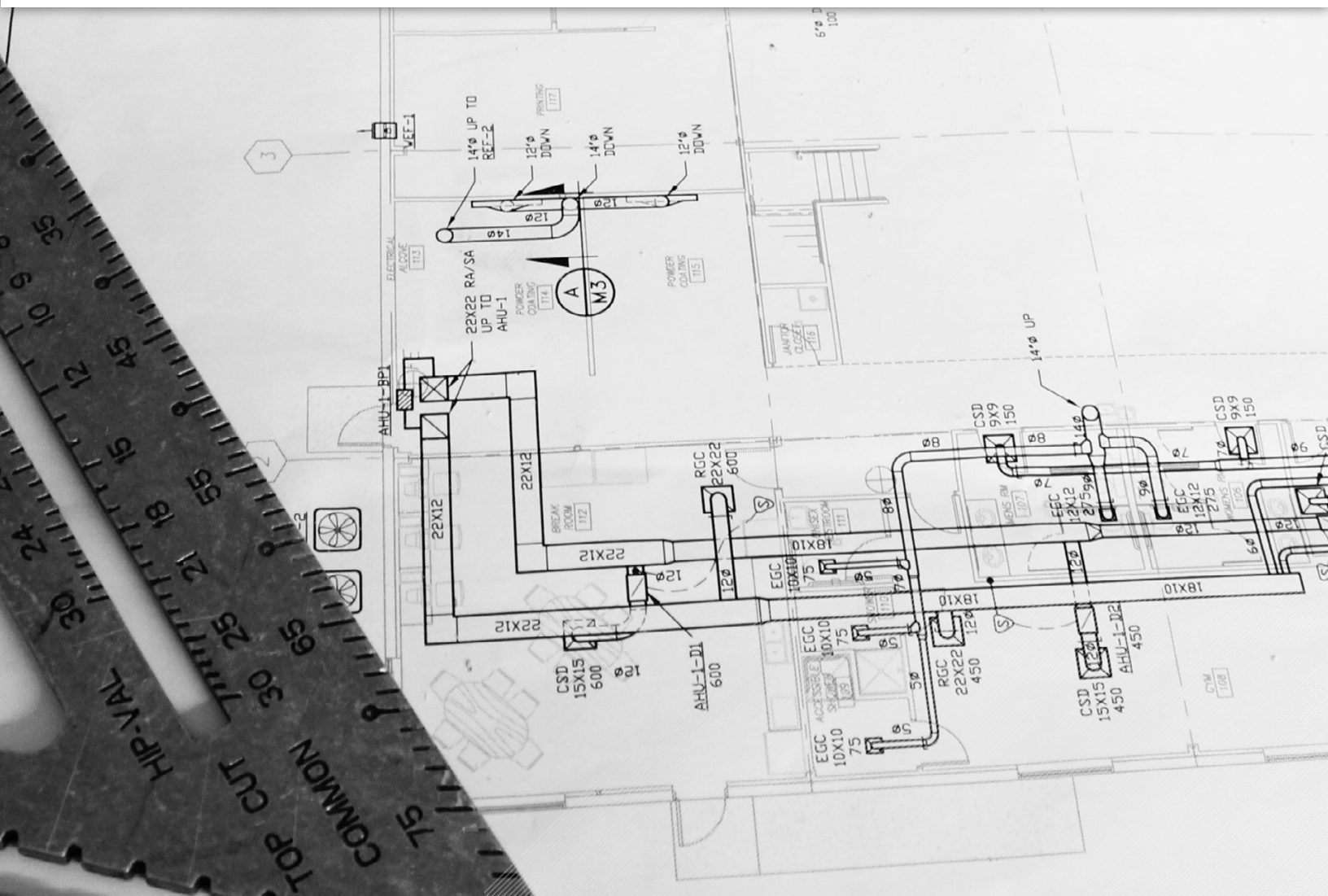


13.2 MILLION FIBER MILES



133,000 ROUTE MILES

Appendices



Master Customer Agreement

This Master Customer Agreement ("MCA") is made effective as of (Month) (Day) , 20 (YR) ("Effective Date") between Zayo Group, LLC, a Delaware limited liability company, and its Affiliates (defined below), with an address of 1821 30th Street, Unit A, Boulder, CO 80301 (collectively "Zayo" and each Affiliate a "Zayo Affiliate") and (Insert Customer Name) ,a (school district/governmental entity) with an address of (Insert Address) ("Customer"). Zayo and Customer each may be referred to herein as a "Party" and collectively as the "Parties". "Affiliate" shall mean any entity controlled by, controlling or under common control with the applicable Party.

ARTICLE 1 - GENERAL

1.1 Agreement Structure, Compliance with E-Rate Rules. This MCA provides general terms and conditions under which Customer may from time to time purchase access to and utilization of selected portions of the Zayo fiber network and associated infrastructure ("Access") and certain related telecommunications and 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. Terms and conditions that apply to Access and to each type of Service are set forth in customer schedules (each a "Customer Schedule"). This MCA, applicable Customer Schedules, Customer Orders, any other attachments, and any general terms and conditions provided by Customer agreed to by Zayo and attached hereto ("Customer Provided General Terms") and any other attachments and/or addendums are hereby incorporated herein and shall collectively be referred to as the "Agreement". Customer acknowledges and accepts the applicable terms and conditions of the Agreement by signing the Agreement and/or by using Access or Services or allowing others to do so. The Parties agree that the terms of this MCA and the applicable Customer Schedule and Customer Order shall apply only to Access or Services purchased after the Effective Date utilizing E-Rate program funds. Any part of the Agreement may be entered into and performed by any Zayo Affiliate, including a Zayo Affiliate authorized to provide Access or Services in any country or jurisdiction, and any independent contractor or other third party may perform any obligations of Zayo under the Agreement.

1.2 Orders for Access and/or Services. Customer may request that Zayo provide Access and/or Services by submitting a customer order in a form provided by Zayo ("Customer Order"). Customer is responsible for the accuracy of all information that it provides to Zayo. Each accepted Customer Order shall be subject to the Agreement. Customer Orders shall set forth the term, pricing, Access and Service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC") and any additional terms applicable to the Access and/or Services. All Customer Orders shall be subject to availability and acceptance by Zayo.

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

1.4 Order of Precedence. In the event of an express conflict between terms in the Agreement, precedence will be given, as applicable, in the following order: (a) the Customer Order, (b) the Supplemental Terms and Conditions, (c) the Customer Schedule and (d) the MCA and (d) the Customer Provided General Terms.

ARTICLE 2 - PAYMENT TERMS

2.1 Invoicing and Payment Terms. Zayo may commence billing and Customer shall be liable for payment upon the Activation Date. Zayo will provide Customer with a monthly itemized invoice for the Access and 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. Customer shall pay to Zayo all amounts due in full, without offset or reduction, within thirty (30) days from the date of the 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 Agreement, and subject to E-Rate funding approval and E-Rate program rules, Zayo shall invoice Customer for any NRC upon acceptance of a Customer Order.

2.2 Invoice Disputes. Customer is responsible for all charges respecting the Access and Services, even if incurred as the result of unauthorized use. If Customer reasonably disputes any portion of an invoice, Customer shall timely pay all undisputed amounts and shall notify Zayo in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or Customer's right to any billing adjustment shall be waived. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest, as set forth in Section 2.2 above, from the date the payment was originally due.

2.3 Taxes and Other Fees and Surcharges. Excluding taxes based on Zayo's net income, Customer shall be responsible for all Taxes (defined below) and Other Fees and Surcharges (defined below) arising in any jurisdiction imposed on or incident to the provision, sale or use of Access or Services, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access and bypass (collectively "Taxes") and any property, franchise, rights of way, license or permit, regulatory or other taxes, duties, fees, charges or surcharges (collectively "Other Fees and Surcharges"), imposed on Zayo, Customer or a Customer's end user ("End User(s)"). Charges for Access and Services are exclusive of any Taxes and Other Fees and Surcharges. Taxes and Other Fees and Surcharges may be recovered through imposition of a percentage

surcharge on the charges for Access and Services to Customer. Customer may present Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo) eliminating Zayo's liability to pay certain Taxes and Other Fees and Surcharges; Zayo will give effect thereto prospectively.

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

2.4.1 Cancellation for Denial of E-Rate Funding. Customer shall seek funding through E-Rate for some or all of the Access and Services purchased under the Agreement. In the event that Customer's good faith application for E-Rate funding to purchase Access and 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 Customer Orders to allow for Customer's purchase of Access and Services at a reduced level (i.e.: fewer fibers, fewer locations served, removal of diversity, etc.). In the event such reduction is not feasible or the Parties cannot reach an agreement on the reduced Access and/or Services, Customer may, upon written notice to Zayo, cancel the affected Customer 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 Access and/or 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 Customer Order for E-Rate Access and/or Services prior to the date of Customer's cancellation.

2.4.2 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 Access and/or Service(s) through the first anniversary of the Commencement Date as set forth in the applicable Customer 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 Customer Order, (b) the Customer has no alternative but to discontinue all facilities, access, 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 Customer Order(s). The "Effective Date of Termination" for this Customer 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 Customer 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 access and/or services rendered under the affected Customer 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 Customer Order by artificially terminating, or allowing for an artificial termination of, such access and/or service and shall not "terminate" any access and/or service and then immediately replace the order for the same access and/or service with Customer, a Customer affiliate, or another supplier.

ARTICLE 3 - DEFAULT

If Customer fails to make any payment due under the Agreement and such failure continues for five (5) days after receiving notice thereof, or if a Party fails to cure any material breach of any term of the Agreement within thirty (30) days of receiving notice of the breach from the other Party, then the non-breaching Party may: (a) terminate the Agreement in whole or in part and (b) subject to the liability limitations stated herein, pursue any available remedies at law or in equity.

ARTICLE 4 - LIABILITIES

4.1 General Limitations. To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility and infrastructure 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 the Agreement. Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Customer Schedule. Zayo's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the lesser of (a) the actual direct damages sustained by Customer in connection with the affected Customer Order and affected Access or Service, or (b) an amount equivalent to the total MRC payable by Customer over the preceding three (3) months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first three (3) months of the Order Term. Excluding payments due under any Customer 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.

4.2 Special Damages. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.5 OF THIS MCA, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MCA OR ANY CUSTOMER ORDER.

4.3 No Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF DESCRIPTION, QUALITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE ACCESS OR SERVICES HEREUNDER OR ANY OTHER MATTER AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

4.4 No Liability for Certain Actions. Zayo exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or 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 access, product or service to its End Users. Use

of the Access and Services is at Customer's own risk.

4.5 Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("Indemnified Party") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to any physical damage to tangible property, or personal injury or death, caused by the gross negligence or willful misconduct of the Indemnifying Party, provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo as an Indemnified Party, for any claims or actions commenced by any third party, including End Users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services, including without limitation claims relating to or arising from Access or Service degradation or outage.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 Confidentiality. Subject to applicable law and E-Rate program rules, information or documentation exchanged between the Parties in performing this Agreement, including the terms of this Agreement, are subject to the terms of any non-disclosure agreement in effect between the Parties, and if none, the Parties agree to keep any such information which is of a confidential nature confidential and not disclose such information to third parties (other than to vendors and Affiliates).

5.2 Force Majeure. Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control. The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

5.3 Subject to Laws. Each Party is responsible for complying with applicable laws and regulations, including but not limited to applicable: (a) federal, state and local laws; (b) regulations, rulings and orders of government agencies; (c) data protection legislation; (d) laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and (e) import, export and economic sanction laws and regulations. Neither Party shall use the Access or Services for any unlawful purposes.

5.4 Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws of state in which the Access or Services are provided to the Customer.

5.5 Prevailing Party. If suit is brought or an attorney is retained by either party to enforce the terms of the 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 its reasonable attorneys' fees and related expenses incurred in connection therewith.

5.6 Assignment. Neither Party may transfer or assign, voluntarily or by operation of law or otherwise, its obligations under the Agreement without the prior written consent of the other Party; provided, that, Zayo may

assign in whole or in part the Agreement or any of its rights and obligations hereunder to any Zayo Affiliate without prior notice to Customer. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.7 Notices. Notices under this MCA shall be in writing and delivered by certified mail, return receipt requested, or by a 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. In addition to the foregoing notice requirement, if Customer is disconnecting Access or discontinuing Service(s) for any reason, Customer also must deliver notice to Zayo by email to disco@zayo.com

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

5.8 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.

5.9 Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be

unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

5.10 Relationship and Counterparts. The Agreement does not create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The Agreement may be executed via a recognized electronic signature service (e.g., DocuSign) and/or may be delivered by facsimile transmission and/or signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures.

5.11 Additional Provisions.

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

5.11.2 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.

5.11.3 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.

5.11.4 Bandwidth Upgrade. In the event that during the Order Term of a Customer Order, Customer desires an upgrade to the bandwidth for Access or Service on such Customer Order, Customer may request to upgrade such Access or Service ("Original Offering") to a higher bandwidth at the same location(s), subject to availability, provided that Zayo and Customer execute a Customer Order ("Upgrade Customer Order") reflecting: (i) an equal or greater monthly recurring charge as the Original Offering, (ii) an Expiration Date for the Upgrade Customer Order no earlier than the Expiration Date for the Original Offering, (iii) Zayo's out of pocket costs to decommission the Original Offering and turn up the Upgrade Customer Order requested by Customer, which cost will be provided to Customer if Customer makes such a request prior to executing the Upgrade Customer Order, and (iv) all other terms and conditions customary and typical to a Customer Order. In the event the Parties execute an Upgrade Customer Order, Customer shall continue to pay all charges for the Original Offering until the Activation Date for the applicable Access or Service set forth in the Upgrade Customer Order, at which time the Original Offering 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 Offering.

SERVICE SCHEDULE

Dark Fiber SLA

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

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

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 Customer Order.

1.2. 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, Zayo standard labor charges, special construction charges and/or materials and equipment costs.

1.3. Customer Requirements shall have the meaning set forth in Section 4.1 below.

1.4. Demarcation Point is the network interface point specified on a Customer Order where Customer's handoff occurs.

1.5. Estimated Access Date is the date or access/delivery interval, specified in a Customer Order, in which Zayo estimates the Dark Fiber Offering to be available to Customer.

1.6. Offering Specifications means both the definitions and performance specifications of an Offering detailed herein and in a Customer Order.

1.7. Segment is a span of Dark Fiber between Locations specified in a Customer Order.

2. GRANT OF LEASE. As of the Activation Date for any Dark Fiber ordered under a Customer 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 Customer Order. Any materials, components, equipment, optical fiber cable and other property of Zayo shall remain Zayo's property even if affixed to or installed within the real property of Customer. Customer acknowledges that it has no option to purchase any part of the materials, components, equipment, optical fiber cable and other 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 promptly upon demand. This right is in addition to any other right provided to Zayo herein to remedy a breach of this Customer 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. CUSTOMER REQUESTS AND ACCESS

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

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

3. Incrementally Provided Segments. Unless otherwise specified in a Customer Order, Zayo may incrementally provide access to individual Segments of an Offering, when ready, which may result in different Activation Dates for such incrementally provided Segments. The initial Order Term for each incrementally provided Segment shall begin on its respective Activation Date and end after the period specified as the Order Term from the Activation Date of the last Segment provided. The charge associated with a provided Segment will be based on the Allocated MRC.

2. COMPONENTS AND INSTALLATION

2.1. Access and Customer Premises Obligations. In support of Zayo meeting the Estimated Access 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 and to each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways in and to the respective buildings (all of the preceding may include, but not be limited to, construction permits and underlying rights, wayleaves, building access and/or occupancy agreements, building access and/or occupancy fees, lateral/conduit 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. If Customer satisfies a Customer Requirement by purchasing Service from Zayo, Zayo may pass through and Customer shall pay Zayo for any increase in the charges to Zayo by a third party which Zayo utilizes to provide Customer the Customer Requirement. 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, optical fiber cable, fiber termination panels or any other components or 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 support call, Zayo reasonably determines that the cause of the deficiency was a failure, malfunction or the inadequacy of facilities, components, or equipment other than Zayo Facilities, Customer shall compensate Zayo for actual time and materials expended during the support call and for any work performed by Zayo on non-Zayo facilities.

3. USE OF DARK FIBER

3.1. Subject to the limitations set forth in this Customer Schedule, Customer shall use the optical fiber strands of the Offering solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant 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 as part of the access rights included within the Dark Fiber Offering, 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 components or equipment to be used with the Offering that damages or interferes with the Zayo network.

4. MAINTENANCE, RELOCATION AND ADJUSTMENTS

6.1. Maintenance. Zayo or its affiliates shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with Exhibit A. In the event Zayo responds to a perceived or actual interruption of Customer's access to the Zayo network and it is determined that the interruption was the result of Customer's actions and/or components and equipment and not attributed to the failure of Zayo's network, 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 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, which shall be the number of Customer fibers divided by the total amount of fibers for the particular Segment.

6.3. Adjustments. The Monthly Recurring Charge for the Dark Fiber Offering 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

Maintenance & Repair

1. Purpose. This Exhibit describes the policies and procedures Zayo utilizes to maintain the Dark Fiber Offering. Zayo shall ensure that the Dark Fiber Offering 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 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 Offering. Zayo reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. Network Maintenance. Zayo 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 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 Offerings 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 5:00 AM (local time) seven (7) days a week. Zayo will provide Customer with ten (10) business days prior notice of Routine Maintenance that affects availability. 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 Offerings. 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 Offering 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 (US and Canada) / +4420 3846 4222 (Europe) / 00800 4997 0737 (France), or ncc@zayo.com. Escalation procedures following opening of a Trouble Case can be found at <https://tranzact.zayo.com/#!/escalation-lists>.
5. Optical Fiber Repair & Restoration. Following receipt of Customer's notification of a Trouble Case, Zayo shall reasonably endeavor to respond on-site (if necessary) to the affected location(s) within four (4) 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 fiber failure, Zayo shall reasonably endeavor to begin Dark Fiber Offering 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 Offering no later than eight (8) 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 Offerings. Customer shall procure for Zayo reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.

6. Mean Time to Repair Credits.

4.1. The term "Outage" shall be defined as a total loss of the ability of a strand of Dark Fiber to pass light for a continuous and uninterrupted period of time; provided, however, that any such interruption will not be deemed an 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 and uninterrupted access to the premises; or (e) a Force Majeure Event. Each of the events described in this Section (a), (b), (c), (d) and (e) shall be deemed an "Excused Outage." An Outage begins when Customer properly notifies Zayo of an Outage under Section 4 above, and ends when the Offering is restored ("Outage Duration").

4.2. Outage Credits. In the event an Outage takes longer than twelve (12) hours of uninterrupted access to repair following Zayo's arrival at the site where the Dark Fiber is damaged, then subject to Section 6.3 below, Customer shall be entitled to an Outage credit for the number of hours of Outage greater than twelve (12) hours equal to one (1) day of pro-rated MRC of the affected Dark Fibers (determined by dividing the number of Dark Fibers in the Order by the total MRC for all Dark Fibers in the Order on the same Segment, then multiplying that number by the total number of Dark Fibers affected by the Outage, then dividing that by the number of days in the month), and an Outage Credit for each additional one (1) day pro-rated MRC of the affected Dark Fibers for each one (1) hour that Outage persists ("Outage Credit").

4.3. Credit Process. Outage Duration is applicable to the specifically affected Dark Fibers only.. In order to receive Outage Credit, Customer must) make a written request for an Outage Credit within seven (7) days following the end of the month in which the Outage occurred. Upon receipt of Customer's request, Zayo will investigate the claim under the terms described in this Customer Schedule. Credits will be granted only if Customer has paid all outstanding invoices by the Due Dates thereof. 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 Offerings set forth in this Customer Schedule. Outage Credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice. The maximum Outage Credit in a calendar month shall not exceed 50% of the MRC for the Customer Order.



1821 30th Street - Unit A
Boulder, CO 80301

Address Service Requested

☐ Check here for change of address (see reverse side for details)

CUSTOMER NAME ATTN:
ATTN: ACCOUNTS PAYABLE
STREET
CITY, STATE, ZIP

Remittance Section

Customer Name	CUSTOMER NAME
Account Number	00001
Past Due Amount	\$xxx.xx CR
Current Charges	\$xxx.xx
Statement Date	07/01/2019
Due Date	07/31/2019
Payment Terms	TERMS
Total Amount Due	\$x,xxx.xx
Amount Paid	\$

Please make checks payable to: Zayo Group, LLC

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



Please detach and return above portion with your payment

Acct #	00001	DUNS#
Statement Date	07/01/2019	FEIN #
Invoice #	0000000000001	VAT #
PO #		Contract #

Summary of Account

Telecommunications Service	\$x,xxx.xx
Late Fees	\$x.xx
Total Current Charges	\$x,xxx.xx
Previous Bill	\$x,xxx.xx CR
Payment Received	\$0.00
Adjustments	\$x.xx CR
Past Due Amount	\$x.xx CR
Current Charges	\$x,xxx.xx
Total Amount Due	\$x,xxx.xx CR
Due Date	07/31/2019

Details of Payment and Adjustments

Date	Description	Adjustments	Payments
------	-------------	-------------	----------

Important Messages

Thank you for being a valued Zayo customer!

Paying and Understanding your bill

In an effort to streamline Zayo cash application process, effective immediately, please submit your remittance to zayoremits@zayo.com, all other billing questions email us at customerservice@zayo.com or call our Customer Service Department at 1-800-390-6094, Option 3.

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

For any other questions, email serviceexperts@zayo.com or call a Service Expert at 1-866-364-6033, Option 4.

Canadian services sold by Zayo Group under Canadian Business Number 83547 0683.



Have you moved or changed your phone number?

Please provide your new address or telephone number and remit this portion with your payment. Your records will be updated upon request.

Effective Date: _____ Account Name: _____

New Address: _____ Suite/Room: _____

City, State: _____ Country: _____ Postal Code: _____

Contact Name: _____ Email Address: _____

Work Number: _____ Signature: _____

HOW TO READ YOUR INVOICE

1821 30th Street - Unit A
Boulder, CO 80301

☐ Check here for change of address (see reverse side for details)

BILL SAMPLE
ATTN: ACCOUNTS PAYABLE
123 MAIN STREET
ANYTOWN USA 12345-6789

1 Remittance Section

Customer Name	Bill Sample
Account Number	012345
Past Due Amount	\$29,015.92
Current Charges	\$7,435.24
Statement Date	01/01/2016
Due Date	01/31/2016
Total Amount Due	\$36,451.16
Amount Paid	\$

Please make checks payable to: Zayo Group, LLC

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

3 Summary of Account

Telecommunications Service	\$7,000.00
Late Fees	\$435.24
Total Current Charges	\$7,435.24
Previous Bill	\$31,265.92
Payment Received	\$-6,250.00
Adjustments	\$4,000.00
Past Due Amount	\$29,015.92
Current Charges	\$7,435.24
Total Amount Due	\$36,451.16
Due Date	01/31/2016

Details of Payment and Adjustments

Date	Description	Adjustments	Payments
09/25/2015	Payment Adjustment	\$4,000.00	\$0.00
09/25/2015	Payment-Thank You	\$0.00	\$-6,250.00
Total		\$4,000.00	\$-6,250.00

2 Statement Information

Account Number: 012345
Statement Date: 01/01/2016
Invoice Number: 2016010012345

4 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 1-800-390-6064, 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

1 REMITTANCE SECTION

The Remittance portion should be removed and included with your payment in the envelope provided. Write in the amount enclosed in the space provided and indicate any address changes on the back of the coupon.

2 STATEMENT INFORMATION

Information about your billing statement date, billing period and your account number are covered in this section.

3 SUMMARY OF CHARGES

An overview of the current status of your account starting with Beginning Balance, Payments and Adjustments applied since your last billing and your Current Balance. The current month's charges are summarized by category with the Total Amount Due at the bottom.

4 CUSTOMER MESSAGE

Watch this space for important information concerning your account and service.



Account Name
CUSTOMER NAME

Account Number
00001

Bill Date
07/01/2019

Current Charges Summary	
Charges for Services	
From 07/01/2019 To 07/31/2019	<u>Amount (USD)</u>
Monthly Charges:	\$x,xxx.xx
Total Charges for Services	<u>\$x,xxx.xx</u>
Other Fees and Surcharges	
	<u>Amount (USD)</u>
Other Fees and Surcharges - MRC	\$x.xx
Property Tax Surcharge - MRC	\$x.xx
Total Other Fees and Surcharges	<u>\$xxx.xx</u>
Total Current Charges Summary	\$x,xxx.xx



Account Name
CUSTOMER NAME

Account Number
00001

Bill Date
07/01/2019

Service Detail			
IPYX//IZYO - DIA		Bill From: 07/01/2019	Bill To: 07/31/2019
		Amount (USD)	
Service Order Number	12345	MRC:	\$x,xxx.xx
Description / Speed	DIA	Other Fees:	\$xxx.xx
Term	12		
Interface Speed	5G		
Location	STREET, CITY, STATE, ZIP		
Current Charges for	IPYX//IZYO - DIA		\$x,xxx.xx
Current Charges for Account# 00001			
		Total MRC:	\$x,xxx.xx
		Other Fees:	\$xxx.xx
		Total Charges	\$x,xxx.xx



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/10/2020

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 Towers Watson Insurance Services West, Inc. fka Willis of Colorado, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center 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, Suite 2050 Boulder, CO 80301		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Sentry Casualty Company	28460	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: W15226028

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	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	OTHER:					\$
B	AUTOMOBILE LIABILITY		7359-90-85	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		90-20463-01	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		N/A				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation & Employers Liability Per Statute		90-20463-02	01/01/2020	01/01/2021	E.L. Each Accident \$1,000,000
						E.L. Disease-Each 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)

Re: Bid No. #21-04MP

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Mesa Public Schools 549 N. Stapley Drive, Bldg 1 - Purchasing Office Mesa, AZ 85203	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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 19108941

BATCH: 1524293

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc. fka Willis of Colorado, Inc.		NAMED INSURED Zayo Group, LLC 1805 29th Street, Suite 2050 Boulder, CO 80301	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Mesa Public School District #4 is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

INSURER AFFORDING COVERAGE: Federal Insurance Company

NAIC#: 20281

POLICY NUMBER: 36057499 EFF DATE: 08/01/2019 EXP DATE: 08/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Bus. Personal Prop & Equipment	Blkt Limit includes TIB/EDP/L&R Equip/Bus Income	\$500,000

Form **W-9**
(Rev. November 2017)
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.

Print or type.
See Specific Instructions on page 3.

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>D</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1821 30th Street, Unit A	Requester's name and address (optional)
6 City, state, and ZIP code Boulder, CO 80301	
7 List account number(s) here (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 ► <i>Boyan E. Prit</i>	Date ► 09 JAN 2018
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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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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