

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ZAYO GROUP, LLC.**, a Delaware Limited Liability Company registered to do business in Colorado, whose address is 1821 30th Street, Unit A, Boulder, CO 80301 (“Contractor”). City and Contractor are each, a “Party” and jointly, the “Parties.”

### RECITALS

**WHEREAS**, the City is desirous of engaging a telecommunications provider to aid the City in its communications needs at Denver International Airport (“Airport” or “DEN”); and

**WHEREAS**, the Contractor has agreed to provide the services described herein under the terms and conditions as set out below.

### IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein.

This Agreement provides general terms and conditions under which City may from time-to-time purchase Services from Contractor. Terms and conditions that apply to each type of Service are set forth in the Schedules. A Schedule cannot materially alter the terms and conditions contained in this Agreement, such as indemnification or other strictly legal terms, without a written amendment of this Agreement. Any part of the Agreement may be entered into and performed by any Contractor affiliate. City may request that Contractor provide Services by submitting an Order Form (“Order”). City is responsible for the accuracy of all information that it provides to Contractor. City and Contractor shall work together to complete an Order Form. Each accepted Order Form shall be subject to this Agreement. All Order Forms shall be subject to availability and acceptance by Contractor.

### 1 DEFINITIONS:

Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

- 1.1 “Acceptance” means the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria identified in the applicable Schedule, and if required, has successfully completed Acceptance Testing in all material respects.
- 1.2 “Acceptance Certificate” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

- 1.3 “Acceptance Criteria” means functionality and performance requirements set forth on the Order Form or Statement of Work for the applicable Product or Service, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria in the applicable Schedule.
- 1.4 “Acceptance Date” means the date on which the City issues an Acceptance Certificate for the Deliverable or otherwise acknowledges acceptance. The Acceptance Date and the Activation Date, defined in the appropriate Schedule, shall be the same date.
- 1.5 “Acceptance Test” means the evaluation and testing method, procedures, or both, that are set forth in the applicable Schedule and are used to determine whether or not a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6 “Agreement” means this Professional Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number PLANE-202366956.
- 1.7 “City Data” means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to City’s use of Contractor services.
- 1.8 “Deliverable” means the Products or Services described in an Order Form to be provided to the City by Contractor.
- 1.9 “Documentation” means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; (d) work set out in a Statement of Work; and (e) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by Contractor to City or as required to be produced by Contractor subject to the terms of this Agreement. .

- 1.10** “Effective Date” means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an Order Form or Schedule.
- 1.11** “Equipment” means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.
- 1.12** “Error” means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.
- 1.13** “Intellectual Property Rights” includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.14** “On-Call” means any professional services performed pursuant to a mutually agreed upon Order, at Contractor’s standard hourly rates or as set out in this Agreement.
- 1.15** “Order Form” means a quote in the form attached hereto as an Exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an “Order Form” in this Agreement includes Products and/or Services purchased by City pursuant to Contractor's online ordering process. An Order Form shall set forth the term, pricing, Service type and location(s), monthly recurring charge (“MRC”), non-recurring charge (“NRC”) and any additional terms applicable to the Services.
- 1.16** “Product(s)” means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.17** “Protected Information” includes, but is not limited to, personally identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under §24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.

- 1.18 “Manager” or “Project Manager” means the individual who shall serve as each Party’s point of contact with the other Party’s personnel as provided in this Agreement.
- 1.19 “RFP Response” means any proposal submitted by Contractor to City in response to City's Request for Proposal (“RFP”) titled Carrier Diversity and Cloud Services, PLANE-202366956.
- 1.20 “Schedule(s)” means the documentation agreed to by the Parties setting forth the specifications, Acceptance Criteria, etc. for each type of Service offered by Contractor.
- 1.21 “Services” means access to and utilization of selected portions of the Contractor’s fiber network and associated infrastructure and certain related telecommunications and infrastructure services.
- 1.22 “Specifications” means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Schedules and/or an Order Form.
- 1.23 “Subcontractor” means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.24 “Third Party” means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

## 2 LINE OF AUTHORITY / COORDINATION AND LIAISON:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “CEO”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to DEN Business Technologies. The relevant Senior Vice President (the “SVP”), or their designee (the “Director”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

## 3 HARDWARE, SOFTWARE, SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED

As the City directs, the Contractor shall diligently undertake, perform, and complete the Work set forth in the attached *Exhibit A, DEN Zayo EQX Carrier Diversity and Cloud Services SOW Phase One* (“**Scope of Work**” or “**SOW**”) and as further set forth in any of the attached exhibits identified in Paragraph 55, below (collectively, “**Exhibits**”) to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the Exhibits. The Parties acknowledge that they may further define the SOW in

writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

#### **4 ON-CALL SERVICES TO BE PERFORMED**

**4.1** The Contractor agrees to cooperate with the City in the preparation of detailed Task Orders in accordance with the Scope of Work, and the rates, contained therein, attached hereto as *Exhibit A*. Each Task Order shall include a detailed scope of Services, level of effort, schedule, rates, and payment schedule, including a “not to exceed” amount, specific to each the Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement.

**4.2** The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor’s performance. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

#### **5 RIGHTS AND LICENSE IN AND TO DATA:**

**5.1** The parties agree that as between them, all rights in and to City Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

- 5.2 This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

## **6 DATA PRIVACY:**

- 6.1 Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 6.2 Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access the City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the City Data they will be handling.
- 6.3 Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

## **7 COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES:**

The Contractor shall comply with all applicable existing and future laws and DEN Rules and Regulations and policies in performing the Services under this Agreement. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

## **8 WARRANTIES, REPRESENTATIONS AND COVENANTS:**

Contractor represents and warrants that.

- 8.1** The Services will conform to applicable specifications and operate substantially in accordance with the Schedules attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement;
- 8.2** All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 8.3** Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;
- 8.4** There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third-Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 8.5** The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;
- 8.6** Third Party Warranties and Indemnities. Contractor will assign to City all Third-Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third-Party agreements.
- 8.7** Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.
- 8.8** Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 8.9** CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

## 9 CONFIDENTIALITY:

- 9.1** Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data are publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.
- 9.2** The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 9.3** The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-



disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

## **10 COLORADO OPEN RECORDS ACT:**

The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

## **11 DELIVERY AND ACCEPTANCE:**

- 11.1** Right to Perform Acceptance Testing. Prior to Accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria set forth on the applicable Schedule. Contractor shall cooperate with the City in the development of any additional Acceptance Criteria not contained in a Schedule and such shall be set forth on the Order Form. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.
- 11.2** After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within sixty (60) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency.
- 11.3** If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.
- 11.4** If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.

- 11.5** If the Services do not conform to the specifications in the applicable Schedule, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform or correct the Service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. In the event that City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

## **12 TERM:**

The Term of the Agreement shall commence on the Effective Date, and shall terminate EIGHT (8) years thereafter, unless otherwise terminated in accordance with this Agreement. The term of this Agreement may be extended for TWO periods of one (1) year(s) each, by written amendment to this Agreement. Subject to appropriation and notwithstanding any other extension of term under this Paragraph 12, the Term of this Agreement may be extended by the mutual agreement of the Parties, confirmed by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Agreement Amount stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

## **13 COMPENSATION AND PAYMENT:**

- 13.1** Charges for any Services ordered by the City shall be spelled out in an Order Form or as attached as *Exhibit B* hereto (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance (the "Due Date").
- 13.2** Reimbursement Expenses: The Fees specified in an Order Form include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).
- 13.3** Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance. If the City reasonably disputes any portion of an invoice, the City shall have up to thirty (30) days to notify Contractor in writing and provide detailed documentation supporting its dispute or the City's right to any billing adjustment shall be waived.
- 13.4** Maximum Agreement Liability:
- 13.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FOURTEEN MILLION DOLLARS AND ZERO CENTS (\$14,000,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services

performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

**13.4.2** Payment Source: For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**13.4.3** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

#### **14 STATUS OF CONTRACTOR:**

The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

#### **15 TERMINATION:**

**15.1** The City has the right to terminate the Agreement with cause upon written notice effective immediately, provided Contractor has been given written notice identifying the cause and providing at least thirty (30) days to cure. The City has the right to terminate the Agreement without cause upon ninety (90) days prior written notice to the Contractor.

**15.2** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**15.3** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the City any prepaid cost or expenses.

## **16 EXAMINATION OF RECORDS AND AUDITS:**

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

## **17 WHEN RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

## **18 INSURANCE:**

**18.1** Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C ("Insurance Requirements")** during the entire Term of this Agreement, including any extensions of the Agreement or other

extended period stipulations. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

- 18.2** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.
- 18.3** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 18.4** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

**19 DEFENSE AND INDEMNIFICATION:**

- 19.1** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees (“Indemnified Parties”) for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 19.2** Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 19.3** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity

obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- 19.4** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 19.5** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- 19.6** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 19.7** The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established pursuant to § 24-85-103 (2.5), C.R.S.
- 19.8** Contractor exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Services. Other than as expressly stated in the Agreement, the City shall be solely responsible for all of the security and confidentiality of information it transmits using the Service.

## **20 COLORADO GOVERNMENTAL IMMUNITY ACT:**

The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

## **21 TAXES, CHARGES AND PENALTIES:**

The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

## **22 ASSIGNMENT; SUBCONTRACTING:**

The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement without obtaining the Manager's prior written consent, which shall not be

unreasonably withheld, conditioned or delayed. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to the complete assignment of this Agreement or subcontracting of the services, and to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.

**23 NO THIRD-PARTY BENEFICIARY:**

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**24 NO AUTHORITY TO BIND CITY TO CONTRACTS:**

The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**25 AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:**

Except for documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**26 SEVERABILITY:**

Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**27 CONFLICT OF INTEREST:**

- 27.1** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**27.2** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**28 NOTICES:**

All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Executive Officer or Designee  
City and County of Denver Department of Aviation  
8500 Pena Blvd., 9th Floor  
Denver, Colorado 80249

With a copy of any such notice to:

Denver City Attorney's Office  
DEN Legal  
8500 Pena Blvd., 9th Floor  
Denver, Colorado 80249

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**29 DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms. For the purposes of that administrative procedure, the City official rendering a final determination shall be the CEO as defined in this Agreement or his designee.



### **30 GOVERNING LAW; VENUE:**

The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver and the Rules and Regulations of the Department of Aviation for the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

### **31 BOND ORDINANCES:**

This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

### **32 NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

### **33 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**

Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

### **34 LEGAL AUTHORITY:**

Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

### **35 NO CONSTRUCTION AGAINST DRAFTING PARTY:**

The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

### **36 ORDER OF PRECEDENCE:**

In the event of an irreconcilable conflict between a provision of this Agreement and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix: Standard Federal Assurances
- This Agreement
- Exhibit A - DEN Zayo EQX Carrier Diversity and Cloud Services SOW Phase One Task Orders issued pursuant to Exhibit A
- Exhibit B - DEN Zayo EQX Diverse Carrier Cloud Services Pricing and Financials Forecast
- Exhibit B.1 - Exhibit B.1 DEN Zayo EQX Co-Location RFP Response Supplemental Pricing
- Exhibit C – Insurance
- Exhibit D - DEN Scheduling, Progress Reporting
- Exhibit E - DEN Task Proposals and Execution Process
- Exhibit F - Zayo Equinix Co-Location Services Service Level Agreement
- Exhibit G - Zayo Customer Service Schedule Dark Fiber Offerings
- Exhibit H - Zayo Customer Service Schedule Wavelength Offerings
- Exhibit I - Zayo Customer Service Schedule Private Wavelength Network Offerings
- Exhibit J - Zayo Customer Service Schedule Ethernet, IP, DDOS, and WANs
- Exhibit K - Zayo Customer Service Schedule Edge Solutions Schedule
- Exhibit L - DEN Change Management Process
- Exhibit M - Zayo Account Team Contact Matrix

### **37 SURVIVAL OF CERTAIN PROVISIONS:**

The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

### **38 INUREMENT:**

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**39 TIME IS OF THE ESSENCE:**

The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**40 FORCE MAJEURE:**

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

**41 PARAGRAPH HEADINGS:**

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**42 CITY EXECUTION OF AGREEMENT:**

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

**43 COUNTERPARTS OF THIS AGREEMENT:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**44 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**45 ADVERTISING AND PUBLIC DISCLOSURE:**

The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials

without first obtaining the written approval of the CEO or his designee. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the CEO or his designee in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**46 ON-CALL SERVICES:**

The Contractor may also provide specialized professional services to support the provisioning of Services to the City and its constituents as long as the Maximum Agreement Amount is not exceeded. These specialized services are set out, along with the rates, identified on attached Exhibit A. The City shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the “Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The City and the Contractor may also enter into flat rate Orders when those are in the best interest of the City as determined by the Manager. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor’s services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

**47 COMPLIANCE WITH DENVER WAGE LAWS:**

To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**48 PAYMENT OF PREVAILING WAGE:**

To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be

paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

**49 DENVER DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) AND M/WBE**

DSBO has determined that the scope of work for this Agreement is excluded under D.R.M.C. Chapter 28 Article V of the Goods and Services Ordinance; therefore, no DSBO program will apply.

**50 EXTERNAL TERMS AND CONDITIONS DISCLAIMER:**

Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

**51 PROHIBITED TERMS:**

Any term included in this Agreement or any of its Exhibits that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; or that conflicts with this provision in any way shall be void ab initio.

**52 SENSITIVE SECURITY INFORMATION:**

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

**53 FEDERAL RIGHTS AND FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including Denver International Airport. As applicable, Contractor shall comply with the Standard Federal Assurances identified in the attached Appendix: Standard Federal Assurances.

**54 AIRPORT SECURITY:**

**54.1** It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration and/or the Federal Aviation Administration with respect to Airport security. The Contractor shall conduct all of

its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

- 54.2** Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.
- 54.3** The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.
- 54.4** The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.
- 54.5** The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all

the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

**55 ATTACHED EXHIBITS:**

- Appendix: Standard Federal Assurances
- Exhibit A - DEN Zayo EQX Carrier Diversity and Cloud Services SOW Phase One
- Exhibit B - DEN Zayo EQX Diverse Carrier Cloud Services Pricing and Financials Forecast
- Exhibit B.1 - Exhibit B.1 DEN Zayo EQX Co-Location RFP Response Supplemental Pricing
- Exhibit C - Insurance
- Exhibit D - DEN Scheduling, Progress Reporting
- Exhibit E - DEN Task Proposals and Execution Process
- Exhibit F - Zayo Equinix Co-Location Services Service Level Agreement
- Exhibit G - Zayo Customer Service Schedule Dark Fiber Offerings
- Exhibit H - Zayo Customer Service Schedule Wavelength Offerings
- Exhibit I - Zayo Customer Service Schedule Private Wavelength Network Offerings
- Exhibit J - Zayo Customer Service Schedule Ethernet, IP, DDOS, and WANs
- Exhibit K - Zayo Customer Service Schedule Edge Solutions Schedule
- Exhibit L - DEN Change Management Process
- Exhibit M - Zayo Account Team Contact Matrix

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** PLANE-202366956-00  
**Contractor Name:** ZAYO GROUP LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

PLANE-202366956-00  
ZAYO GROUP LLC

DocuSigned by:  
By: Jonathan Kilburn  
786DE99B16424C6...

Name: Jonathan Kilburn  
(please print)

Title: VP/General Counsel LE/Channel  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Appendix**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: \

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor

its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A



# Diverse Carrier & Cloud Services



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

#### **SCOPE OF WORK OVERVIEW**

Denver International Airport (DEN) and Zayo Group, LLC will contract to establish additional telecommunication services available to the DEN airport complex. Under this agreement, Zayo will provide DEN carrier-grade fiber optic links in an independent and diverse configuration to the east and south sides of the airport property. Through these links, DEN will procure the telecommunication services available from Zayo. Services include, but are not limited to, Internet Access, Dark Fiber solutions, Cloud Service provider access, and Information/Data Security services.

Under this agreement, Zayo will partner with Equinix, a digital infrastructure company, to provide data center colocation services locally in the Denver Metro area and their network of US data center locations.

Future phase work proposed in this Scope of Work will be performed on an as-needed basis following DEN's Task Order processes. Each subsequent phase will be reviewed and designed based on the circumstances and conditions at that time. Revisions to the proposals summarized in each phase will be documented and processed with each subsequent Task Order.

#### **PHASE ONE – CARRIER CONNECTIVITY**

#### **INTERNET, DDOS, AND CLOUD SERVICES CONNECTIVITY FROM ZAYO'S METRO FIBER BACKBONE TO THE DEN ANTENNA FARM**

##### **PROJECT OVERVIEW**

Denver International Airport (DEN) requires the installation and delivery of lit and future dark fiber optical services to extend its network infrastructure to support future growth and technological advancements. The project aims to provide high-speed, reliable connectivity to support various airport operations, including but not limited to passenger services, security systems, and administrative functions.

##### **Project Summary**

The scope of work for this phase defines the design and installation of Internet, DDoS protection, and Cloudlink services for the Northwestern route into the Antenna Farm at the DEN complex.

##### **Project Objectives**

- Deliver and install 10 GB optical internet service with DDoS Protection and Cloud link connectivity to DEN.
  - Ensure high-speed, low latency, and reliable network connectivity to meet current and future demands.
  - Extending the DEN network infrastructure to support DEN's Master Data Center plan which will support the airport operations, security systems, and passenger services.
  - Adhere to industry standards and regulatory requirements.
-





## DEN - Business Technologies / Zayo Group

### Scope of Work

---

#### Pre-Construction Phase

- Conduct site surveys and assessments to determine optimal fiber routes and installation locations
- Obtain necessary permits and approvals from the relevant authorities for fiber installation.
- Develop a detailed project plan outlining timelines, milestones, and resource requirements.
- Procure all required materials, equipment, and resources for fiber installation.

#### Construction Deliverables

- Install fiber optic cables along the predetermined routes.
- Install necessary conduits, manholes, and junction boxes for cable protection and accessibility.
- All cabling will be installed in accordance with ANSI/TIA/EIA standards, BICSI TDMM methodology, CEC, State, County, and local building codes.
- Space in the Service Rack or MPOE at DEN Demarcation location will be coordinated with a Denver International Airport representative.
  - DEN Tower One - 8713 N. Quency St., Denver, CO
- Splice and terminate fiber cables according to industry standards and specifications.
- Conduct quality assurance tests to ensure proper installations and connectivity.
- Document all installation activities, including cable routes, splicing locations, and testing results.

#### Post-Construction Deliverables

- Conduct comprehensive testing and commissioning of the fiber network.
- Coordinate with DEN's IT team to integrate the new fiber infrastructure with existing systems.
- Complete all necessary documentation, including as-built drawings, test reports, and additional information.
- Conduct a final walkthrough with DEN to ensure satisfaction and address any outstanding issues.

#### Final Acceptance Deliverables

- **Route Maps:** Detailed maps showing the physical path of the fiber, including entry/exit points, handoff locations, and any intermediate splice point, including copies of approved fiber permits, site surveys, and any assessments for fiber installation.
  - **Fiber Type and specifications:** Information about the type of fiber, its characteristics, and any specific compliance with industry standards (e.g., ITU-T G.652, G.655).
-



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- **Redundancy and Diversity Details:** If applicable, documentation on network redundancy, path diversity, and any ring or mesh topologies used for resilience.
- **As-Built and Test Results:** detailed test results of the fiber installation as it exists after completion using Optical Time-Domain Reflectometer (OTDR) standards. These standards will ensure accurate testing, certification, and maintenance of fiber optic networks (IEC 61746-1, IEC 61280-4, IEC 60793-1-40, ITU-T G.650.1, ISO/IEC 14763-3, TIA/EIA-455-8 (FOTP-8))
- Integrated fiber network with existing DEN systems.
- Break-fix repair procedures, including support and escalation contact points.
- Provide complete project documentation, including any as-built drawings not already covered.

### Project Management

- A designated project manager from both DEN and Zayo will be named to oversee this phase of the scope of work. These resources will jointly oversee all aspects of the project, including planning, execution, and monitoring. To ensure transparency and accountability throughout the project lifecycle, regular updates will be provided to stakeholders.

### Project Timeline

- The project timeline will be determined based on the scope of work and resource availability. A detailed project schedule will be developed during the pre-installation phase.



## DEN - Business Technologies / Zayo Group

### Scope of Work

#### Northwest Entrance Phase One Lit Services

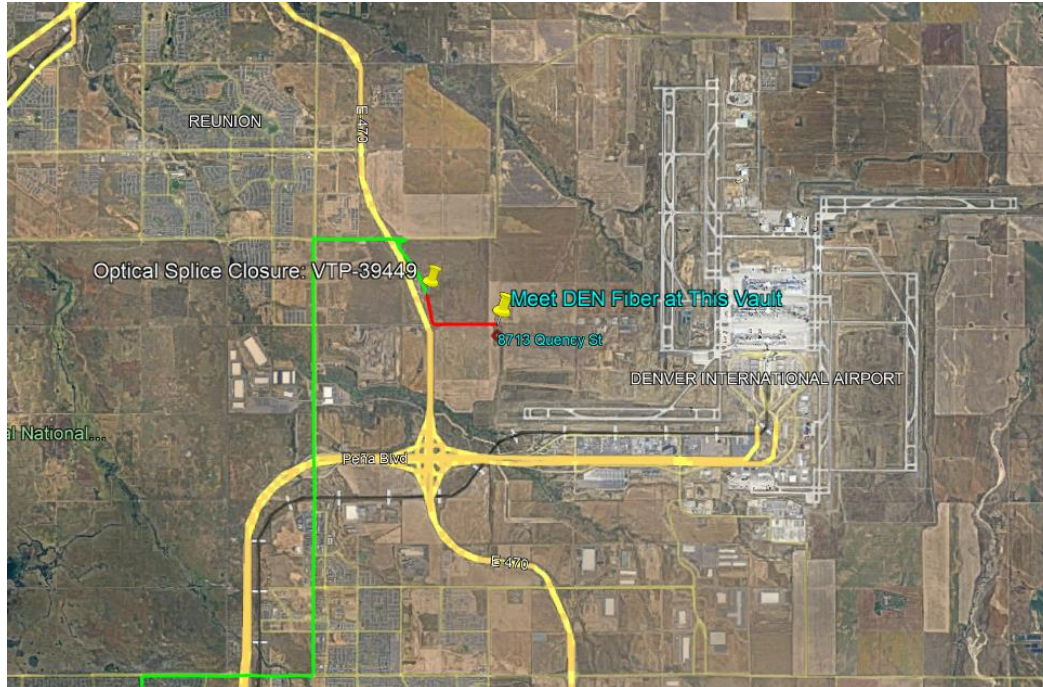


Diagram – Proposed Route Map

#### Dedicated Internet Access with DDoS Protection

##### Scope of work

Zayo will provide 10G dedicated internet access via a port installed at the airport facility. We will also install equipment that will allow services to be extended to other airport property tenants as approved by DEN.

##### Deliverables

Zayo will comply with all required high-level deliverables for ISP services: dedicated internet access and active DDoS Protection services. Zayo will build fiber into the north campus antenna farm and deliver 10G dedicated internet access, DDoS protection, and Cloudlink services at that location.

##### Zayo Responsibilities

- Testing and documentation.
- Project Management to ensure coordination, timely communication, and successful milestone completion.



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Coordination and installation of all cross-connects.

### Denver International Airport Responsibilities

- Provide access to Denver International Airport Facilities
- Provide access to Denver International Airport equipment
- Provide a single point of contact (SPOC) to address all project-related issues.
- Provide LOA/CFA for locations needing cross-connects.

### Delivery Standards

Zayo will install a Network Interface Device (NID) at the customer site to support the Dedicated Internet Access service. The customer will provide an appropriate space, power source, and environment for the equipment's sound operation. Zayo will own, monitor, and maintain this equipment. Zayo works with many NID vendors.

#### Network Interface Device ("NID")

For CWDM customer handoffs, Zayo will install a NID at the customer location to support IP Products. The NID converts native single-mode fiber delivery to alternative media or optical wavelength(s). The customer will provide appropriate space, power source, and environment for the equipment's sound operation. Zayo will own, monitor, and maintain this equipment.

The NID chosen based on design requirements is currently spec'd as the Ciena 3928 Platform.

### Dedicated Internet Access

Dedicated Internet Access (DIA) is a dedicated, reliable, and fast Internet connection on Zayo's Tier-1 network. DIA features default or static routing and single-site access to the Internet.

DIA is a Layer-3 service providing the following:

- **Fiber-Optic Backbone:** IP Products leverage Zayo's owned fiber network at the foundation, extended to the edge. Zayo proactively augments core capacity to eliminate network congestion.
  - **Security:** Dedicated access bandwidth, no shared uplinks with other customers.
  - **Attack Protection:** Inherent in Zayo's AS6461 is routing security that safeguards the traffic on our network and the other global networks around the world that exchange packets with us. Zayo's IP network runs RPKI - Resource Public Key Infrastructure - a security framework that validates the route origins on all BGP sessions for Zayo's customers and our Internet networking peers, preventing spoofing, hijacking, and other fraudulent cyber actions.
  - **Reliability:** Globally distributed peering and edge connections to ensure Internet availability starting at 99.9% with minimal network hops.
-



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Support: Global Network Operations Center (“NOC”) support is available 24/7/365.
- Scalability: Customers can choose from bandwidth options, including 100M to 100G, with predictable, low-latency routes.
- IP Addresses: Dual-Stack architecture supports IPv4 and IPv6 simultaneously.
- Routing: Static, default, or BGP routing options are available.

### PROACTIVE MONITORING OF LINKS AND CONNECTIVITY

#### Zayo Responsibilities

- Zayo will install a NID at the service demarc which will allow for monitoring and troubleshooting on the IP circuit for:
  - availability
  - latency
  - packet delivery
  - jitter
- Zayo will make every effort to open a service ticket when the circuit is unavailable. However, DEN should also open a ticket when any service-impacting issues are detected on their part. Further details are included in the Zayo IP Service Schedule (Exhibit XX)

#### DEN Responsibilities

- DEN may have its own equipment that notifies it of circuit issues. DEN will open tickets for issues it identifies that require Zayo technical support.

### PREVENTATIVE AND PROACTIVE MAINTENANCE

#### Both parties agree to abide by DEN’s formal Change Management processes

Reference via Exhibit C

#### Zayo Responsibilities

Zayo will notify Customers of scheduled network maintenance fourteen (14) calendar days in advance of planned maintenance that impacts availability.

#### Customer Responsibilities

---



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

Customers will provide Zayo with physical access to their locations to perform routine maintenance. The customer is responsible for supplying and repairing any riser fiber, fiber, or copper connections past the customer demarcation point and power to any active electronics in the customer suite.

### Maintenance Windows

The Zayo Network Operations Center will generally conduct planned routine maintenance outside of regular business hours anytime between 12:00 AM and 5:00 AM (local time), seven (7) days a week to ensure minimal impact on Customers' business operations.

### CloudLink Services

#### Deliverables

Zayo's CloudLink services will initially connect Denver International Airport to Microsoft Azure and Amazon AWS service providers. Zayo offers connections to more than 50 other cloud providers that DEN will be able to reach should the need arise in the future. The 1G circuits can be upgraded when needed.

Zayo will provide 1G direct connections to Microsoft Azure and Amazon AWS services. The circuits will originate from the DE2 Data Center and connect to the cloud-on ramps at the DA2 Data Center. (1950 N Stemmons Fwy, Dallas, TX) Data Center.

A Cloud Service Provider ("CSP") dedicated connection is where the customer procures a dedicated, non-shared port from the CSP. When a dedicated port is procured, the CSP will provide the customer with a Letter of Agency ("LOA") containing the Circuit Facility Assignment ("CFA") for the port. The customer provides this LOA/CFA to Zayo, which authorizes Zayo to order a cross-connect between the Zayo network demarcation and the customer's dedicated CSP port (designated by the CFA). With a dedicated port, the customer can establish multiple virtual interfaces into the CSP network (within the limitations of the specific CSP).

Features and benefits of the CSP Dedicated connection include the following:

- A CSP dedicated port is a single-tenant port that is not shared with any other customer.
- Dedicated CSP port sizes provide ample bandwidth and are available in 1G, 10G, and 100G increments.
- All Zayo transport methods (e.g., Waves, Ethernet, IP VPN) can be used to interface with a Dedicated CSP port.
- Sub-rate port speeds are available for Zayo Ethernet and IP VPN transport circuits (rate-limited).
- CSPs allow for multiple virtual interfaces ("VIF") on Dedicated connections.

### Network Interface Device ("NID")

Zayo will install a network interface device ("NID") at the customer location to support the CloudLink service. The NID may be used to convert the standard 1310nm single-mode fiber customer hand-off to a different media hand-off, such as

---



**DEN - Business Technologies / Zayo Group**

**Scope of Work**

copper or multi-mode fiber. A NID may also be used to separate a Q-in-Q or trunked VLAN interface into separate physical hand-offs for the customer.

The customer will provide appropriate space, power source, and environment for the equipment’s sound operation. Zayo will own, monitor, and maintain this equipment.

**CloudLink logical Diagram**

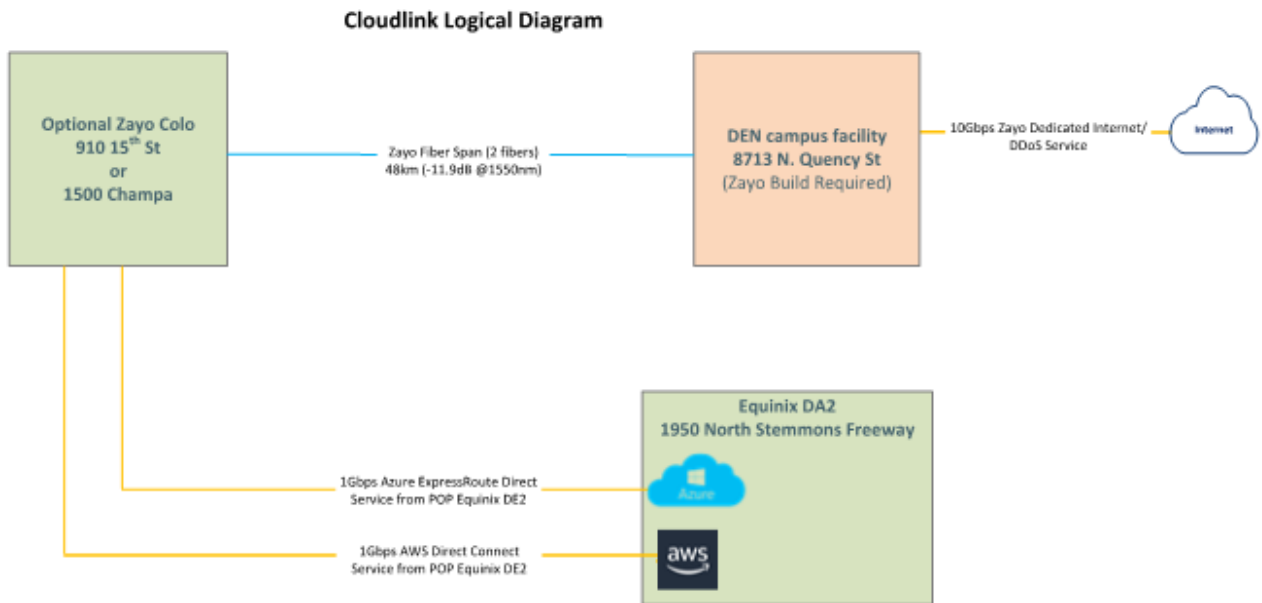


Diagram – Logical Map

**Zayo Responsibilities**

- Testing and documentation.
- Project Management to ensure coordination, timely communication, and successful milestone completion.
- Coordination and installation of all cross-connects.

**Denver International Airport Responsibilities**



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Provide a single point of contact (SPOC) to address all project-related issues.
- Provide LOA/CFA for locations needing cross-connects.
- Provide LOA/CFA for the cloud ports with each cloud provider.

## **FUTURE PHASES – CARRIER CONNECTIVITY – SOUTH CAMPUS DATA CENTER**

### **DARK FIBER CONNECTIVITY FROM ZAYO'S METRO Point to Point (PTP) DARK FIBER BACKBONE TO THE DEN SOUTH CAMPUS DATACENTER**

#### **Project Summary**

The scope of work for this phase defines the future phase design and installation of (4) four strands of single-mode metro PTP Dark Fiber Connectivity from the local Zayo Fiber backbone for the Southern route into the South Campus Datacenter at the DEN complex.

NOTE: Adding the links in this phase will require reconfiguring the links installed in Phase One of this SOW. Further definition and design will be accomplished via a scope of work description and associated Task Order.

#### **Project Objectives**

- Deliver and install dark fiber connectivity to DEN.
- Ensure high-speed, low latency and reliable network connectivity to meet current and future demands.
- Extending the DEN network infrastructure to support DEN's Master Data Center plan which will support the airport operations, security systems, and passenger services.
- Adhere to industry standards and regulatory requirements.

#### **Pre-Construction Phase**

- Conduct site surveys and assessments to determine optimal fiber routes and installation locations
- Obtain necessary permits and approvals from the relevant authorities for fiber installation.
- Develop a detailed project plan outlining timelines, milestones, and resource requirements.
- Procure all required materials, equipment, and resources for fiber installation.

#### **Construction Deliverables**

---





## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Install fiber optic cables along the predetermined routes.
- Install necessary conduits, manholes, and junction boxes for cable protection and accessibility.
- All cabling will be installed in accordance with ANSI/TIA/EIA standards, BICSI TDMM methodology, CEC, State, County, and local building codes.
- Zayo's fiber circuits shall maintain diverse paths and will be mapped to diverse entrances between DEN and Equinix DE2. (335 Inverness Drive South, Englewood, CO)
- Space in the Service Rack or MPOE at both DEN Demarcation locations is to be coordinated with a Denver International Airport representative.
  - South Campus Data Center - 6890 Valley Head St. Denver, CO
- Splice and terminate fiber cables according to industry standards and specifications.
- Conduct quality assurance tests to ensure proper installations and connectivity.
- Document all installation activities, including cable routes, splicing locations, and testing results.

### Post-Construction Deliverables

- Conduct comprehensive testing and commissioning of the dark fiber network.
- Coordinate with DEN's IT team to integrate the new fiber infrastructure with existing systems.
- Complete all necessary documentation, including as-built drawings, test reports, and additional information.
- Conduct a final walkthrough with DEN to ensure satisfaction and address any outstanding issues.

### Final Acceptance Deliverables

- **Route Maps:** Detailed maps showing the physical path of the fiber, including entry/exit points, handoff locations, and any intermediate splice point, including copies of approved fiber permits, site surveys, and any assessments for fiber installation.
  - **Fiber Type and specifications:** Information about the type of fiber, its characteristics, and any specific compliance with industry standards (e.g., ITU-T G.652, G.655).
  - **Redundancy and Diversity Details:** If applicable, documentation on network redundancy, path diversity, and any ring or mesh topologies used for resilience.
  - **As-Built and Test Results:** detailed test results of the fiber installation as it exists after completion using Optical Time-Domain Reflectometer (OTDR) standards. These standards will ensure accurate testing, certification, and maintenance of fiber optic networks (IEC 61746-1, IEC 61280-4, IEC 60793-1-40, ITU-T G.650.1, ISO/IEC 14763-3, TIA/EIA-455-8 (FOTP-8))
-



**DEN - Business Technologies / Zayo Group**

**Scope of Work**

- Integrated fiber network with existing DEN systems.
- Break-fix repair procedures, including support and escalation contact points.
- Provide complete project documentation, including any as-built drawings not already covered.

**Project Management**

- A designated project manager from both DEN and Zayo will be named to oversee this phase of the scope of work. These resources will jointly oversee all aspects of the project, including planning, execution, and monitoring. To ensure transparency and accountability throughout the project lifecycle, regular updates will be provided to stakeholders.

**Project Timeline**

- The project timeline will be determined based on the scope of work and resource availability. A detailed project schedule will be developed during the pre-installation phase.

**Northwest & Southern Route Fiber Map and Diagram**



**Diagram – Proposed Link Route**

**The Northwest Route**

Due to its distance, this span will be split into two spans, and 1500 Champa St., Denver, CO, will be used as a repeater site.



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- The Northwest route will provide fiber from the Zayo North Tower Road backbone into DEN Tower One at DEN's Antenna Farm complex.
  - Zayo HH - ZYO CO-001251 - Directional bore/place (2) 1.25" conduits eq/w 288F to Zayo HH to be placed in the public Right of Way and extend (1) 2" conduit to the Denver International Airport handhole for DF handoff.
  - This link will tie DEN into the Zayo network at the following locations.
    - Equinix DE2 Datacenter at 335 Dr. Centennial, CO
    - 1500 Champa St. Denver, CO
    - DEN Tower One – 8713 N. Quency Street Denver, CO
- Network Equipment to be placed by DEN and Zayo – Specifics
  - ZAYO will install NID equipment to support lit services at the airport, for example, Ciena 3928, CWDMFIBERDYNE | CWDMFILTER | FCX-3055
  - ZAYO will provide primary and secondary DC & AC power to rack
  - ZAYO will provide security access control for the rack; DEN will provide a list of authorized personnel.

### The Southern Route

- The Southern Route will provide fiber from the Zayo backbone at Piccadilly and E. 56<sup>th</sup> Ave into the South Campus Data Center.
- The South route will be completely different (diverse) from the North route. Zayo will need to build a new lateral to complete the south span.
  - This link will tie DEN into the Zayo network at the following locations.
    - Equinix Datacenter at 335 Dr. Centennial, CO
    - South Campus Data Center – 6890 Valley Head St. Denver CO 80249
- Network Equipment to be placed by DEN and Zayo –
  - ZAYO will install NID equipment to support lit services at the airport, ex. Ciena 3928, CWDMFIBERDYNE | CWDMFILTER | FCX-3055



### North and South Routes Logical Diagram

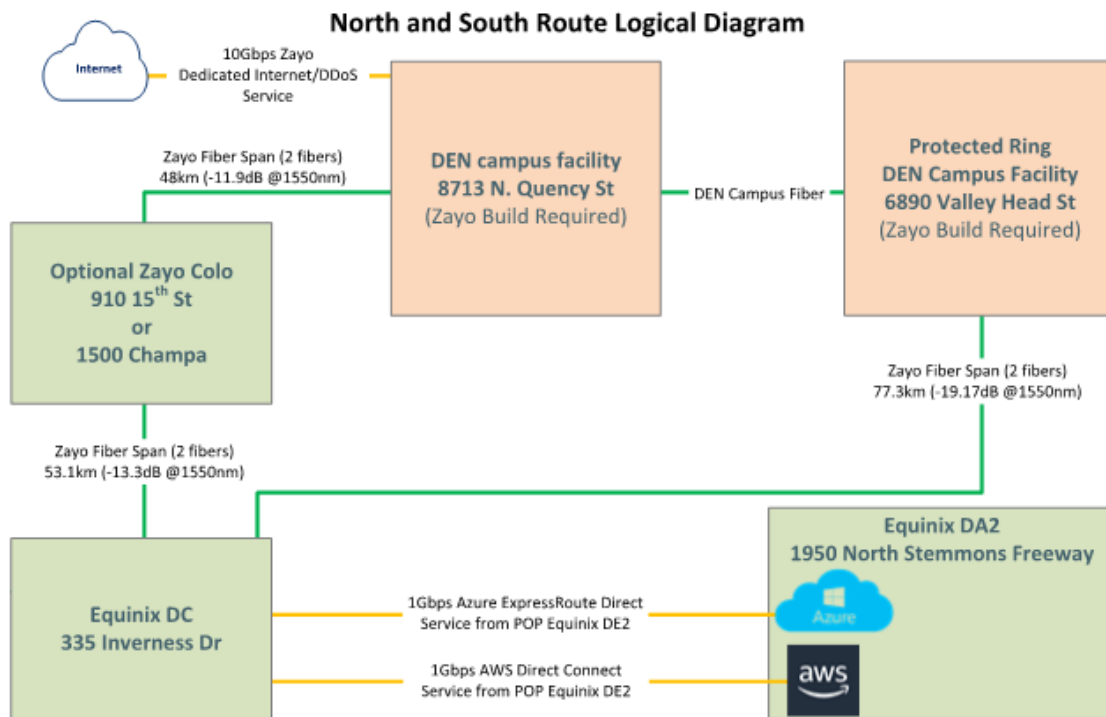


Diagram – Proposed Logical Map

### FUTURE PHASE – COLOCATION SERVICES

#### Summary

In partnership with Equinix, Zayo will provide colocation services to place DEN infrastructure (servers and associated hardware) in a dedicated space within Equinix Data Centers Business Exchanges, a global network of interconnected physical data centers. **THE EXACT FOOTPRINT WILL BE DETERMINED AT A FUTURE DATE DURING THE TERM OF THIS CONTRACT. DEN WILL USE THE DATA PROVIDED BY ZAYO IN THEIR EXHIBIT C RFP RESPONSE AS THE GUIDELINE FOR FUTURE COLOCATION SERVICES.**

Zayo will furnish and install ceiling and infill panels on existing cage 21418, leaving approximately 3” to 4” clearances at lighting and penetrations into cage walls. Each cage is approximately 20’ x 24’. This includes approximately 30 ceiling panels and kick plates at the bottom of cage panels and doors.



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

#### **Deliverables**

Zayo will provide the requested power, space, and equipment services, similar to the original RFP response and based on DEN's needs at the time of implementation. Exhibit C outlines the approximate requirements as understood as of September 2024, subject to change. At their Centennial Colorado DE2 Data Center:

- A private access-controlled cage dedicated to DEN's equipment
- KVA-based power AC Power
- Secure Cabinets
- Install cages, fiber trays, and secure options as noted above.



DEN - Business Technologies / Zayo Group

Scope of Work

Colocation Floor Plan Diagrams

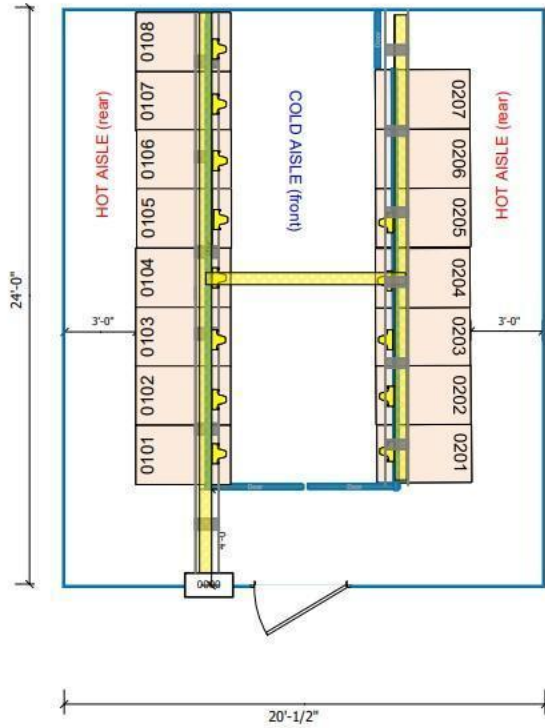


Diagram 1 - SAMPLE PROPOSED RACK LAYOUT

ZAYO-DIA	
	Day 1 Cabinets: Equinix Provided Customer Owned (12) T-Series Cabinet 52RU X 30.00"W X 48.00"D - Black (15 with NO SIDE PANELS, 2 Left Side Panels, 2 right Side Panels) PDU brackets (rear left) Doors: Yes Sides: Yes PDUs: Customer Owned
	In Mesh Demarcation: All normal cross-connects entering and exiting the cage will terminate in this location. Equinix Use Only.
	Hot Aisle Containment
	Hot Aisle Containment Door
	6" Fiber Tray
	2" Express Exits (15)
	12" Overhead Suspended
Floor Type: Slab	
(1) BMR fingerprint + card for cage entry and (1) Equinix managed camera standard.	



DEN - Business Technologies / Zayo Group

Scope of Work

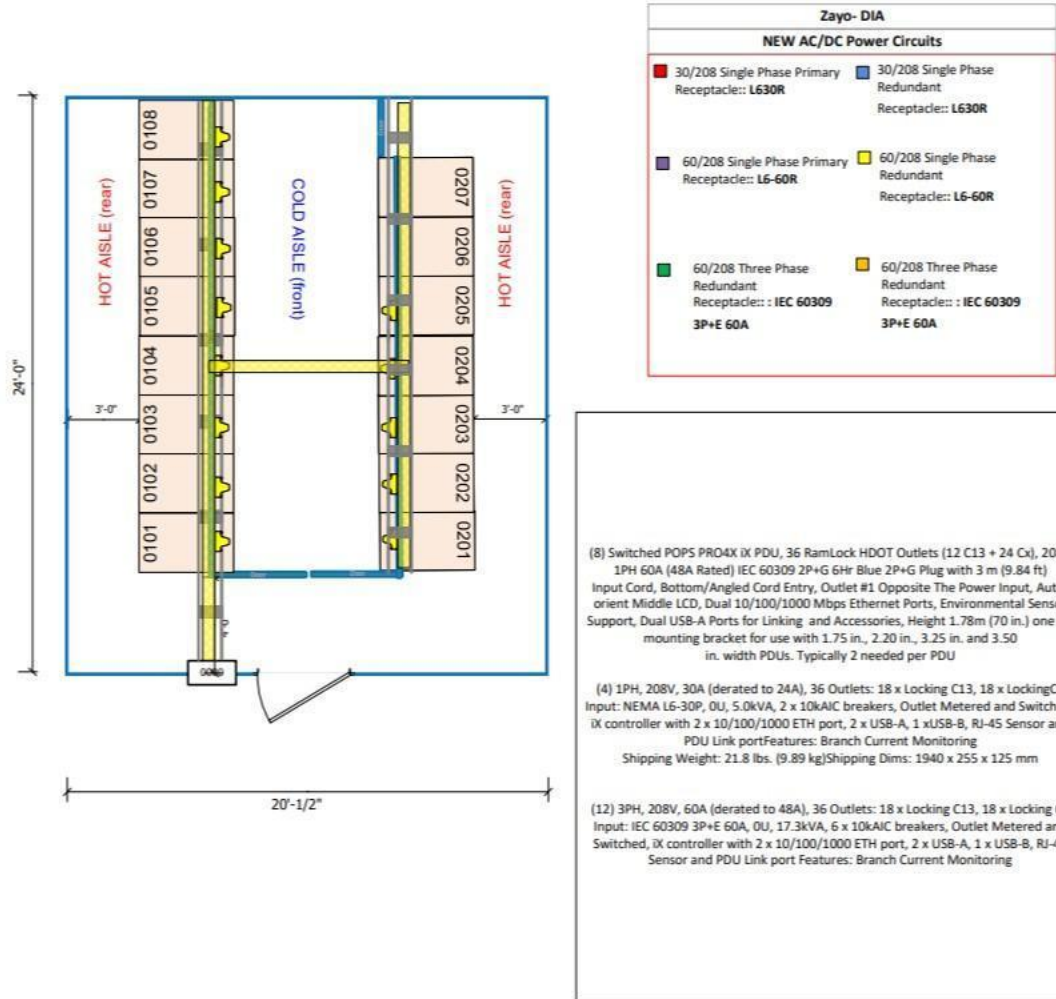


Diagram 2 - SAMPLE PROPOSED RACK LAYOUT

Smart Hands Onsite Support

Equinix Smart Hands is an around-the-clock, on-site operational support service for managing, installing, and troubleshooting data center equipment. Smart Hands technicians will perform tasks on behalf of DEN within the DEN cage and/or cabinet.

Smart Hands support services will be procured in increments of 1 hour blocks via DEN’s Task Order process. Hours procured will expire after 12 months unless otherwise stipulated and agreed to by all parties in the master contract. No monthly recurring Smart Hands. Pricing per hour block is defined in **Exhibit B DEN Zayo EQX Diverse Carrier Cloud Services Pricing and Financials**.



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

Via Smart Hands, DEN will have access to trained IBX technicians, who can:

- Provide on-site technical assistance and troubleshooting.
- Perform required equipment installations.
- Remove and install interface cards.
- Test carrier circuits.
- Take inventory of equipment, take digital photos, and record serial numbers.
- Perform a power cycle on a router, server, or switch, or soft boot a server.
- Move equipment within your space and cabinets.
- Install ladder racking, pre-wire patch panels, and equipment.
- Assemble, install, and maintain cabling.
- Verify cable integrity on installed media.
- Provide visual verifications.
- Install, replace, or remove equipment (router, switch card, disk drive, memory, etc.).
- Assist with conference room and AV equipment setup.
- Add, remove, or verify a demarcation.
- Assist with unboxing of equipment or shipment of equipment.
- Extend patch cables from the patch panel to the equipment.

### Equinix Smart View

Equinix Smart View is a fully integrated DCIM software platform, with online tools that offer visibility into the real-time operations of your IBX. Smart View gathers operational data from various entities, such as building management systems (BMS) and power monitoring components. The information gathered (including power draw, environmental, mechanical, and electrical data) provides insight into the operating conditions relevant to your IBX colocation footprint.

The Customer Success Manager assigned DEN will review how to use the portal and drop tickets.

Via this software suite DEN will be able to view the information in the Smart View portal or retrieve it using the Smart View APIs. Where available, Smart View is pre-integrated at the IBX, reducing your time and cost of DCIM implementation and deployment to zero.

#### Main Features of Smart View

- Trended AC circuit-specific power draw data
  - Near-real-time, trended temperature and humidity data
  - Relevant system alerts
  - Configurable custom alerts
  - Customizable and scheduled reports
-





## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Organization-wide access permissions

## **FUTURE PHASE TBD – NETWORK-PROTECTED RING**

### **Protected Ring**

Once both the Northwest and Southern legs of the connectivity solution are in place and active, the teams complete the ring using DEN Dark fiber or Optical Services to enable a Protected Ring architecture. The exact timing of this implementation is TBD.

Zayo will provide Phase 4 Protected Ring services as follows: 4 strand single mode dark fiber span to connect from Equinix DE2 to 6890 N. Valley Head Street, Denver, CO 80249. Zayo will construct approximately 28,000 feet of new fiber plant to reach the 6890 N. Valley Head location from our existing fiber backbone. This ring will connect multiple locations, as seen in the diagram below.

Zayo has included the Fiber Plant Maps and Network Diagrams in the High-Level Deliverables with Fiber Plant Maps section within the Zayo Appendices—Additional Information is below.

The 4-strand single-mode dark fiber span connects Equinix DE2 to 6890 N. Valley Head St's total span distance will be approximately 77.3km, and the expected loss budget is -19.2dB @1550nm.

Equinix DE1 is a logical choice for a second fiber POP on a protected ring. Zayo has dual diverse fiber entrances into Equinix DE1, which lie directly on the path proposed in phase 1 to connect Equinix DE2 to Denver Union Station.

### **Responsibilities**

#### **Zayo Responsibilities**

- Splicing Testing/tagging and documentation.
  - Project Management to ensure coordination, timely communication, and successful milestone completion.
  - Furnish all labor, materials, and equipment necessary to perform the installation.
  - Zayo's Outside Planet (OSP) will include engineering, permitting, material, OSP construction in the ROW, TC, restoration, and fiber cable.
  - Zayo's ISP & Fiber termination (Inside fiber placement and conduit installation) and FPP termination.
  - New Splice Case Installations – fiber splicing and extension.
  - Coordination and installation of all cross-connects.
-



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

#### Denver International Airport Responsibilities

- Provide access to Denver International Airport Facilities.
- Provide access to Denver International Airport equipment.
- Provide a single point of contact (SPOC) to address all project-related issues.
- Provide LOA/CFA for locations needing cross-connects.

#### Protected Network Ring Map

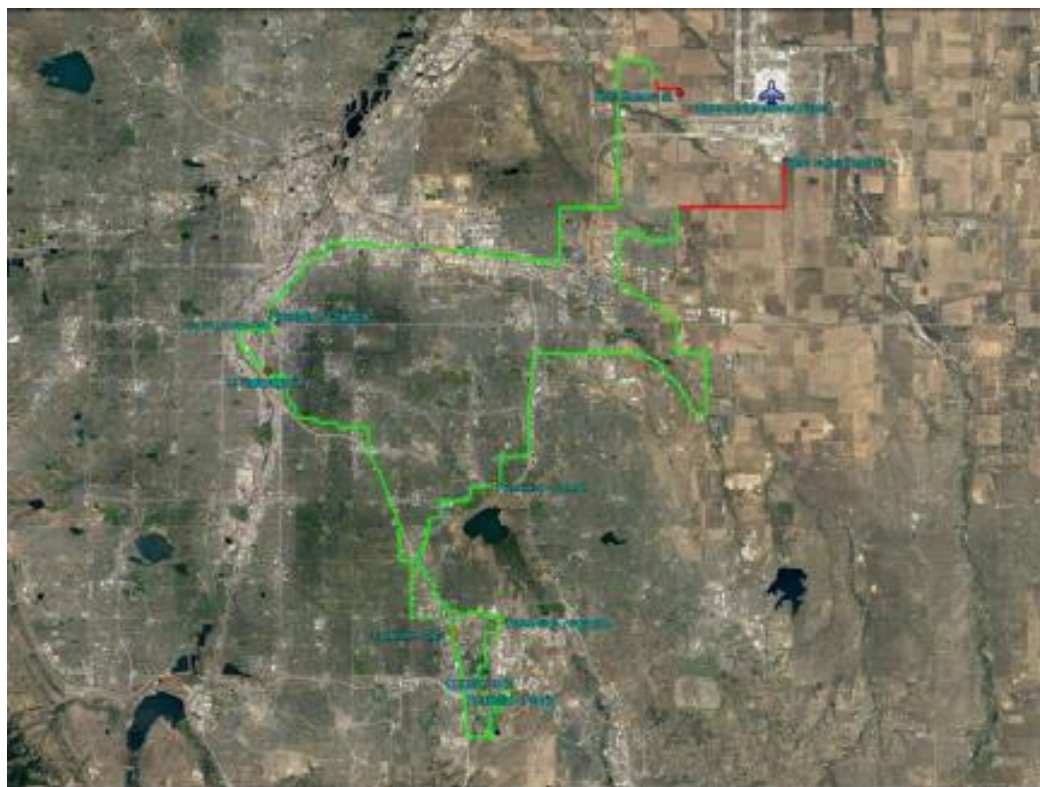


Diagram – Final Proposed Route Map



DEN - Business Technologies / Zayo Group

Scope of Work

Protected Network Ring Diagram

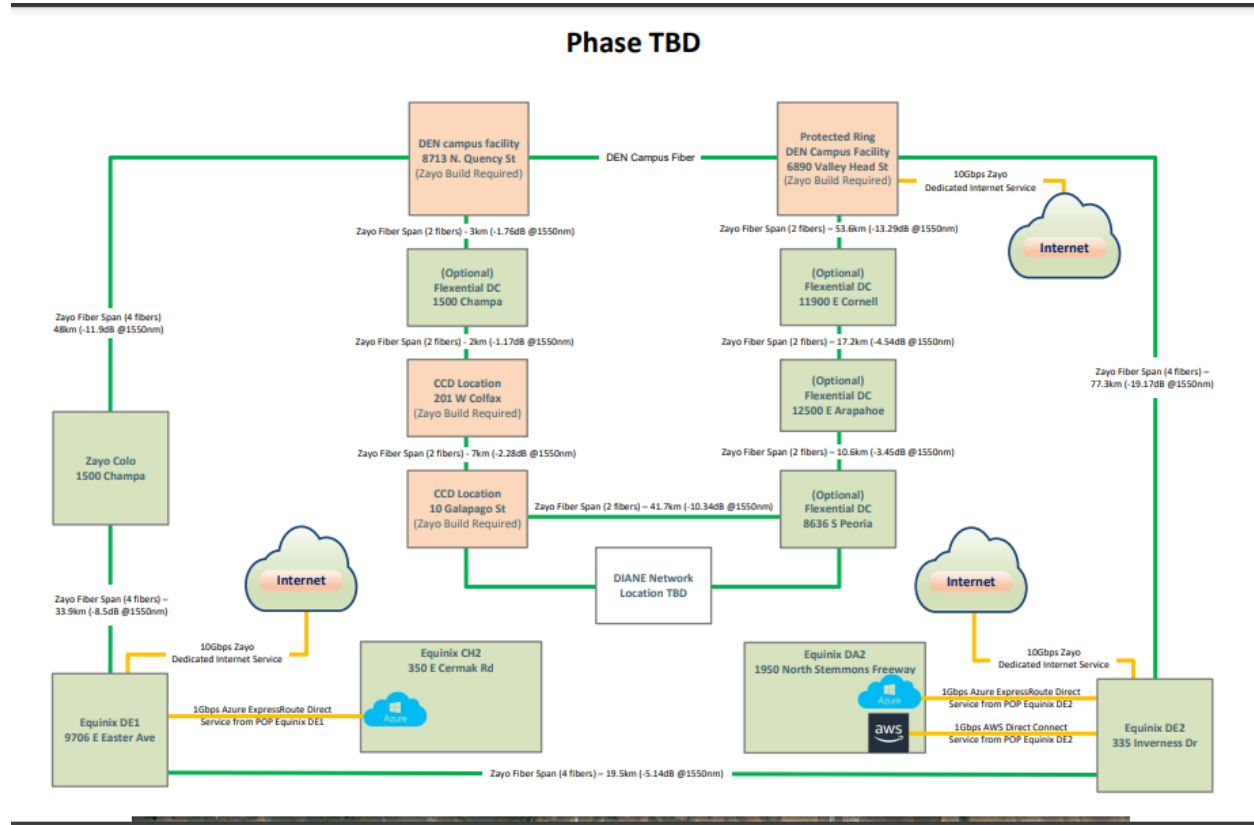


Diagram - Logical Diagram Protected Network Ring

Service Level Agreements (SLAs)

SLA terms are defined in the corresponding Service Schedule attached to the Master Contract exhibits noted below.

Contract Attachments:

- Exhibit A - DEN Zayo EQX Carrier Diversity and Cloud Services SOW Phase One
- Exhibit B - DEN Zayo EQX Diverse Carrier Cloud Services Pricing and Financials Forecast
- Exhibit B.1 - Exhibit B.1 DEN Zayo EQX Co-Location RFP Response Supplemental Pricing
- Exhibit C – Insurance
- Exhibit D - DEN Scheduling, Progress Reporting



## DEN - Business Technologies / Zayo Group

### Scope of Work

---

- Exhibit E - DEN Task Proposals and Execution Process
- Exhibit F - Zayo Equinix Co-Location Services Service Level Agreement
- Exhibit G - Zayo Customer Service Schedule Dark Fiber Offerings
- Exhibit H - Zayo Customer Service Schedule Wavelength Offerings
- Exhibit I - Zayo Customer Service Schedule Private Wavelength Network Offerings
- Exhibit J - Zayo Customer Service Schedule Ethernet, IP, DDOS, and WANs
- Exhibit K - Zayo Customer Service Schedule Edge Solutions Schedule
- Exhibit L - DEN Change Management Process
- Exhibit M - Zayo Account Team Contact Matrix



# Zayo EQX Diverse Carrier Cloud Services Financial Forecast Model v.2

Date: September 26, 2024





# Ramp Percentage

DEN Colocation Ramp Schedule				
October-December 2024 \$0 (cage construction)	Month			
		Cost Space %	Cost Power %	Non-recurring charge
January	1	0%	0%	
February	2	0%	0%	
March	3	0%	0%	
April	4	100%	47%	
May	5	100%	47%	
June	6	100%	47%	
July	7	100%	47%	
August	8	100%	47%	
September	9	100%	47%	
October	10	100%	66%	
November	11	100%	66%	
December	12	100%	66%	
January	13	100%	66%	
February	14	100%	66%	
March	15	100%	66%	
April	16	100%	66%	
May	17	100%	66%	
June	18	100%	66%	
July	19	100%	100%	
August	20	100%	100%	
September	21	100%	100%	
October	22	100%	100%	
			MRC	\$56,000.00
				\$85,000.00
				installation charges

## Equinix Ramp

MRC	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
January	\$0.00	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
February	\$0.00	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
March	\$0.00	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
April	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
May	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
June	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
July	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
August	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
September	\$41,594.36	\$49,042.52	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
October	\$46,758.65	\$58,745.94	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
November	\$46,758.65	\$58,745.94	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46
December	\$46,758.65	\$58,745.94	\$61,629.18	\$64,656.57	\$67,835.34	\$71,173.05	\$74,677.64	\$78,357.46

\$389,842.11    \$617,620.50    \$739,550.16    \$775,878.84    \$814,024.08    \$854,076.60    \$896,131.68    \$940,289.52



# Pricing Sheet Lit Services

Initiative - Task Order	NRC	MRC
<b>Northeast Fiber - Antenna Farm</b>		
Build Costs - To Fence Line	\$300,000.00	
Internet Service 10GB Link		\$1,800.00
DDOS Protection		\$2,726.00
	MRC Sub TTL	\$4,526.00
	NRC TTL	<b>\$300,000.00</b>
	Annual MRC TTL	<b>\$54,312.00</b>
<b>MS Express Route - Cloud Services Link</b>		
1 GB Link		\$1,300.00
	MRC TTL	\$1,300.00
	Annual MRC TTL	<b>\$15,600.00</b>
<b>AWS Direct Connect - Cloud Services Link</b>		
1 GB Link		\$1,300.00
	MRC TTL	\$1,300.00
	Annual MRC TTL	<b>\$15,600.00</b>
	MRC Sub TTL	\$7,126.00
	NRC TTL	<b>\$300,000.00</b>
	Annual MRC TTL	<b>\$85,512.00</b>

# Pricing Sheet later Phases

Initiative - Task Order	NRC	MRC
<b>Northeast Fiber - Antenna Farm</b>		
Build Costs - To Fence Line	\$240,000.00	
Leased Fiber 4 strands - DEN - Champa - EQX		\$9,200.00
Monthly Rack and Space - 1500 Champa		\$1,800.00
MRC Sub TTL		<b>\$11,000.00</b>
NRC TTL	<b>\$240,000.00</b>	
Annual MRC TTL		<b>\$132,000.00</b>
<b>South Fiber - South Campus Datacenter</b>		
Build Costs - To Fence Line	\$650,000.00	
Leased Fiber 4 strands		\$9,250.00
MRC Sub TTL		\$9,250.00
NRC TTL	<b>\$650,000.00</b>	
Annual MRC TTL		<b>\$111,000.00</b>
<b>Protected Ring - Phase TBD</b>		
2nd Point of Presence - EQX	\$290,000.00	
2nd POP - Services		\$7,410.00
2nd Cloud Link		\$1,300.00
Second Internet link		\$1,800.00
MRC TTL		\$10,510.00
NRC TTL	<b>\$290,000.00</b>	
Annual MRC TTL		<b>\$126,120.00</b>
<b>Colocation Datacenter Services</b>		
EQX - Cage Build	\$85,000.00	
EQX - Racks - 12 Powered, 3 spare	\$210,000.00	
EQX - Power and cable	\$85,000.00	
EQX - Colocation Services		\$56,000.00
EQX - Smarthands		
MRC Sub TTL		\$56,000.00
NRC TTL	<b>\$380,000.00</b>	
Annual MRC TTL		<b>\$672,000.00</b>
		Base
		# of Blocks
		Total Annual Hours
EQX - Smarthands, 20 block hours - expire ~2 months	<b>\$6,018.43</b>	<b>\$300.92/hour</b>

**EXHIBIT B.1**



IBX: DE2

Address: 335 Inverness Drive South, Inverness Business Park, Englewood, CO 80112

**Small Co Location Services**

Product Description	Qty	UoM
<b>Solution</b>		
<b>Private Cage With kVA Based Power - 16 Cabinets - 80.0 kVA</b>	<b>1</b>	<b>Each</b>
Cage - 16 Cabinets - 80.0 kVA	80	kVA
Cage - Installation Fee	16	No of CabE
AC Power	80	kVA
AC Circuit - 208v - 30-amp - Single Phase - Primary	16	
AC Circuit - Installation Fee	16	Each
AC Circuit - 208v - 30-amp - Single Phase - Redundant	16	
AC Circuit - Installation Fee	16	Each

**Small Co Location Equipment**

<b>IBX: DE2</b>			
<b>Address: 335 Inverness Drive South, Inverness Business Park, Englewood, CO, 80112, United States</b>			
Product Code	Product Description	Qty	UoM
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00002	Copper Tray - 12" (300mm) width - Overhead suspended - 10'3m sections - Qty : 6	1	Each
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00003	Fiber Tray - 6"/150mm Overhead Suspended - 6'2m sections - Qty : 10 - 2in/50mm Express Exits - Qty : 16	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - Cabinets	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - PDU's	1	Each
PS00001	Custom Labor	8	Hour

<b>Monthly recurring</b>	<b>\$ 44,100.00</b>
<b>Non-recurring</b>	<b>0.00</b>

**Medium Co Location Services**

Product Description	Qty	UoM
<b>Solution</b>		
<b>Private Cage With kVA Based Power - 24 Cabinets - 120.0 kVA</b>	<b>1</b>	<b>Each</b>
Cage - 24 Cabinets - 120.0 kVA	<b>120</b>	<b>kVA</b>
Cage - Installation Fee	<b>24</b>	<b>No of CabE</b>
AC Power	<b>120</b>	<b>kVA</b>
AC Circuit - 208v - 30-amp - Single Phase - Primary	<b>24</b>	
AC Circuit - Installation Fee	<b>24</b>	<b>Each</b>
AC Circuit - 208v - 30-amp - Single Phase - Redundant	<b>24</b>	
AC Circuit - Installation Fee	<b>24</b>	<b>Each</b>

**Medium Co Location Equipment**

<b>IBX: DE2</b>			
<b>Address: 335 Inverness Drive South, Inverness Business Park, Englewood, CO, 80112, United States</b>			
Product Code	Product Description	Qty	UoM
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00002	Copper Tray - 12" (300mm) width - Overhead suspended - 10'3m sections - Qty : 8	1	Each
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00003	Fiber Tray - 6"/150mm Overhead Suspended - 6'2m sections - Qty : 12 - 2in/50mm Express Exits - Qty : 24	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - Cabinets	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - PDUs	1	Each
PS00001	Custom Labor	18	Hour

<b>Monthly recurring</b>	<b>\$ 66,200.00</b>
<b>Non-recurring</b>	<b>0.00</b>

**Large Co Location Services**

Product Description	Qty	UoM
<b>Solution</b>		
<b>Private Cage With kVA Based Power - 51 Cabinets - 255.0 kVA</b>	<b>1</b>	<b>Each</b>
Cage - 51 Cabinets - 255.0 kVA	<b>255</b>	<b>kVA</b>
Cage - Installation Fee	<b>51</b>	<b>No of CabE</b>
AC Power	<b>255</b>	<b>kVA</b>
AC Circuit - 208v - 30-amp - Single Phase - Primary	<b>51</b>	
AC Circuit - Installation Fee	<b>51</b>	<b>Each</b>
AC Circuit - 208v - 30-amp - Single Phase - Redundant	<b>51</b>	
AC Circuit - Installation Fee	<b>51</b>	<b>Each</b>

**Large Co Location Equipment**

**IBX:** DE2

**Address:** 335 Inverness Drive South, Inverness Business Park, Englewood, CO, 80112, United States

Product Code	Product Description	Qty	UoM
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00002	Copper Tray - 12" (300mm) width - Overhead suspended - 10'3m sections - Qty : 16	1	Each
<b>PS00004</b>	<b>Configurable Accessories</b>	<b>1</b>	<b>Each</b>
CC00003	Fiber Tray - 6"/150mm Overhead Suspended - 6'2m sections - Qty : 23 - 2in/50mm Express Exits - Qty : 51	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - Cabinets	1	Each
<b>PS00003</b>	<b>Custom Parts and Labor</b>	<b>1</b>	<b>Each</b>
PS00003	Custom Parts - PDUs	1	Each
PS00001	Custom Labor	25	Hour

<b>Monthly recurring</b>	<b>\$ 140,800.00</b>
<b>Non-recurring</b>	<b>0.00</b>

Optional for Cloud Service Provider connections through Equinix Cloud Exchange	
Equinix Fabric Standard Port - Unlimited Local Connections Package - 10G (Primary)	
Equinix Fabric Standard Port - Unlimited Local Connections Package - 10G (Secondary)	
<b>Monthly recurring</b>	<b>\$ 9,100.00</b>
<b>Non-recurring</b>	<b>0.00</b>

**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
PROFESSIONAL SERVICES AGREEMENT**

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: contractadmininvoices@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

**B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

**C. Coverages and Limits**

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
- e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Cyber Insurance

Contractor shall maintain a minimum limit of \$1,000,000 per claim and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

6. Technology Errors and Omissions

Contractor shall maintain a minimum limit of \$1,000,000 per claim and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon (including invasion of privacy) .
- b. If and to the extent Contractor's policy does not include coverage for advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet, Zayo will self-insure for such coverage.

7. Unmanned Aerial Vehicle (UAV) Liability:

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.

- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.



- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

**E. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

**F. Waiver of Subrogation**

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

**G. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision is included under all policies, except Cyber and Technology Error and Omissions, where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

#### **J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

#### **K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of**

**the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

**VIII. ATTACHMENT 3, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.



## Exhibit D

---

### **PROFESSIONAL SERVICES**

SCHEDULING, PROGRESS REPORTING,  
INVOICING AND CORRESPONDENCE CONTROL

---

Revised: April 2022



# Contents

- I. PURPOSE .....3
- II. STANDARD CONTRACTS .....3
  - 1. Introduction .....3
  - 2. Work Schedule .....3
  - 3. Progress Payment Measurement Alternatives .....4
  - 4. Invoices and Progress Payments.....5
  - 5. Monthly Progress Report Development .....6
  - 6. Schedule Changes and Increases in Project Amount .....7
  - 7. Allowable General and Administrative Overhead (Indirect Costs) .....7
  - 8. Allowable (Non-Salary) Expenses .....8
  - 9. Correspondence Control.....10
- III. TASK ORDER- WORK ORDER .....11
  - 1. Introduction .....11
  - 2. Scope, Fee Estimate, Work Schedule.....12
  - 3. Progress Payment Measurement Alternatives .....12
  - 4. Invoices and Progress Payments.....13
  - 5. Monthly Progress Report Development .....15
  - 6. Schedule Changes and Increase in Project Amount .....16
  - 7. Allowable General and Administrative Overhead (Indirect Costs) .....16
  - 8. Allowable (Non-Salary) Expenses .....17
  - 9. Summary of Contract Task Order Control .....19
  - 10. Information Management Format and Electronic-Mail Protocols .....20
  - Attachment A – Monthly Invoice Checklist .....21**
  - Attachment B – Professional Employee Authorization Form .....22**
  - Attachment C – Expense Greater than \$500 Approval Form .....23**
  - Attachment D – Mileage Reimbursement Form .....24**
  - Attachment E – Advance Travel Authorization Form.....25**
  - Attachment F – Consultant Work Order Form .....26**



## I. PURPOSE

The purpose of this Exhibit D is to provide consultants with specific guidelines and instructions for preparing and submitting invoices. These guidelines are not meant to be all inclusive or apply in all instances. Flexibility shall be allowed at the discretion of the Project Manager. Consultants shall **reference the appropriate section** as determined by the Project Manager or other authorized designee and will be maintained through the entire term of the agreement.

## II. STANDARD CONTRACTS

### 1. Introduction

This Exhibit D describes the Consultant's obligations to prepare and submit schedules and progress reports, control its budget and submit invoices. The Consultant shall prepare invoices which are based on its progress toward completing the Consultant's Project. In the "payment for progress" concept described herein, the Consultant schedules the work and identifies the resources (costs and man-hours) which will be required to complete each scheduled phase. Those resources are totaled for each phase. A lump sum cost has been developed for each phase and is described in the Agreement. Progress payment measurement alternatives which the Consultant may propose for written approval for each phase are described in Section 3. below.

### 2. Work Schedule

**2.1** Consultant shall provide the city a preliminary Final Project Work Schedule in a format approved by the Project Manager within 45 days after receiving the Notification to begin work. This schedule shall follow the Work Breakdown Structure (WBS) template provided by the Project Manager, and The City may require this schedule be cost and resource loaded.

**2.2** The schedule shall identify completion dates for tasks and submittals shown in the Consultant's Scope of Work.

**2.3** The city will provide its comments to the Consultant within seven days after the preliminary Final Work Schedule is submitted. The Consultant shall incorporate the City's comments in the Final Work Schedule.

**2.4** No later than 75 days after the Notification to begin work, the Consultant shall submit to the Project Manager the Final Work Schedule. The approved Final Work Schedule will provide the baseline for determining monthly progress for the work and preparing invoices after it has been submitted and approved.



**2.5** Three - Week Schedule Immediately following the Notification to begin work and throughout the Project, the Consultant shall submit to the Project Manager a rolling three-week, look-ahead schedule by every other Friday for the following three week's work. The schedule shall be time scaled in bar chart format and shall include all tasks identified in the Final Work Schedule for each Project.

### **3. Progress Payment Measurement Alternatives**

The Consultant may propose for approval one of the following measurement alternatives for each scheduled task or Project for the purpose of calculating progress payments and reporting schedule status to the Project Manager. The Consultant shall use the alternative as approved in the work Authorization.

**3.1 Submittal Status** - Progress payments will be made after the submittals described in the scope of work have been delivered and approved by the Project Manager. A portion of the Fee will be allocated to each submittal.

**3.2 In Progress Status** - Progress payments will be based on the percentage of drawings, specifications, reports, or other documents which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for phases which have a long duration and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each task showing a schedule of proposed billing points and the number of drawings, specifications, reports, and reviews that establish each point.

**3.3 Completion** - Payments will be made for completed phases whose total duration is less than one month, if applicable. A finish credit of 95% of the portion of the Fee allocated to a task will be given when a task has been completed and approved.

**3.4 Level of Effort** - Progress payments will be based on the actual number of man-hours utilized to perform the task. The Consultant shall use the above alternatives to the maximum extent possible to measure activities such as progress for management, administration, and quality control, but in situations where such tasks do not fit within the first three alternatives, the level of effort alternative maybe used. This alternative may be used for Construction Phase Services.

The Consultant may be paid on its progress toward completing each task shown on its work schedule. Submittal of time sheets may be required concurrent with the submittal of each invoice. Payments for each task will be calculated by multiplying the task completion percentage by the portion of the lump sum fee allocated to that task.

Time sheet and expense records shall be maintained by the Consultant for all work performed under the Contract. Time sheets shall be organized and tracked separately for this Project or Additional Services Authorization in separate sets of files, maintained in





three ring binder(s). The City and the FAA shall have a right to examine and audit these during regular business hours.

**Note:** Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be reduced on subsequent invoicing in the event work submitted is found to be in non-compliance with scope requirements.

#### **4. Invoices and Progress Payments**

**4.1** The city will provide the Consultant access to Unifier (the approved Project Management tool) to submit their monthly progress invoice. Each Project shall be measured per discipline (including reimbursable costs) and per design phase.

**4.2** Each month in which an invoice is submitted the Consultant shall invoice the City for its achieved progress on each phase during the previous month based on the method of measurement alternative selected for each phase. The invoice shall be in a form acceptable to the City. The worksheets which the Consultant uses to calculate progress for each task must be included with each copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used.) One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com). If Textura® is to be utilized, please see Section 4.7.

**4.3** The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment received for services performed during the prior billing period.

**4.4** If applicable, five percent (5%) of the total amount of each invoice shall be withheld from each progress payment. The amount withheld shall be paid to the Consultant after the Consultant completes all submittals required, submittals have been approved, and the Consultant has provided all lien releases for that Project.

**4.5** The Project Manager will review all invoices and in the event the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Deputy Manager shall have the authority in his sole and absolute discretion to withhold portions of any progress payment request if he determines that the progress claimed for any task in the invoice has not been achieved.

**4.6** In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the documentation found in Section 8 before any payments will be made to the Consultant.



**4.7** Textura®: The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Proposers are urged, when preparing a proposal, to contact the Textura® Corporation at 866-TEXTURA (866-839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the consultant and subconsultant for billings for work performed.

## **5. Monthly Progress Report Development**

**5.1** The Consultant shall submit to the Project Manager two (2) copies of the Monthly Progress Report with its invoice. The report shall be in letter size format, 3 hole punched, and shall be bound by temporary aluminum screw post. This Report shall contain the following sections:

### **Summary**

- Executive Summary
- Work Schedule
- Cost Status
- Cash Flow Requirements
- Manpower and Task Completion Variance Analysis, Achieved vs. Planned, and any Planned or Proposed Schedule or Budget Revisions or other Remedial Actions
- Subcontract and Affirmative Action Goals Status

### **Status of Project**

- Drawing/Document Schedule and Status
- Project Schedule and Manpower Status
- Task Activities Planned for Next Month
- Monthly Task Activity and Accomplishments
- Identification and Analysis, of any Scheduling, Coordination or Other Problem Areas.
- Copies of Incoming and Outgoing Correspondence Logs

**5.2** The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within fourteen (14) days after Notification to begin work based on a proposed format prepared by the Consultant. The Report shall describe task completion status in terms of original plan, actual, a forecast of time to complete tasks and any expected task budget or schedule completion variances. The "Status of Each Project" report shall be bound (stapled) separately for each project or task.

**5.3** The Consultant shall be available, when requested, to meet with City representatives to discuss the current Monthly Progress Report.



## 6. Schedule Changes and Increases in Project Amount

**6.1** Any requests for schedule change or increases in an agreed Amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases. All Schedule changes or increases in compensation shall be approved in advance and in writing by the City.

## 7. Allowable General and Administrative Overhead (Indirect Costs)

**7.1** All Allowable General and Administrative Overhead expenses are incorporated in the Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

**7.2** Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

**3.1.1 Office Provisions:** Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.

**3.1.2 Supplies, Equipment & Vehicles:** For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.

**3.1.3 Maintenance and Repair:** On office equipment, survey & testing equipment, buildings, vehicles, etc.

**3.1.4 Insurance:** Professional liability, errors and omissions liability, vehicles, facilities, etc.

**3.1.5 Taxes:** Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc.

**3.1.6 Marketing Fees & Publications:** Licenses, dues, subscriptions, trade shows, staff support, etc.

**3.1.7 Admin & Clerical Office Staff:** All administrative, clerical & management support staff not directly involved in the specific project or task.

**3.1.8 Other Indirect Costs:** Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs, etc.



**7.3 Non-Allowable Overhead:** Including but not limited to: Advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35), etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## **8. Allowable (Non-Salary) Expenses**

**8.1 Expenses Reimbursed at Cost:** All Allowable (Non-Salary) expenses are reimbursed at cost.

**8.2 Receipts Required:** All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

**8.3 Expenses Greater Than \$500:** All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee (Attachment C). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.

**8.4 Mileage Outside of The Denver Metro Area:** Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager or his/her designee (Attachment D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.

**8.5 Travel and Airfare:** All travel must be pre-approved on the DEN Advance Travel Authorization Form (Attachment E) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.

Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed.



**8.6 Rental Car:** At cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel.

**8.7 Lodging Rate / Night:** A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.

**8.8 Meals:** The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

Alcohol will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.

**8.9 Special:** Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.

**8.10 Specialty Consulting:** Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

**8.11 Relocation Expenses for Key Personnel:** All relocations intended to be submitted for reimbursement must be allowed by the contract terms and pre-approved by the Project Manager or his/her designee prior to incurring the expense. Unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35) will not be reimbursed. DEN will reimburse only for actual relocation expenses evidenced by receipts. Reimbursement of relocations will be based on the approved receipts submitted up to a maximum of \$20,000.00 for each relocation. Only relocations to the Denver metropolitan area will be considered for reimbursement. Any individual relocated must work on the related Denver International Airport project for at least six (6) months after the relocation or the reimbursement of the relocation will be refunded back to the City.

**8.12 Project Field Office & Equipment:** Including utilities, rent, communications systems, furniture, fixed equipment, etc.



**8.13 Project Field Supplies, Equipment & Vehicles:** For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

**8.14 Non-Allowable Expenses:** Including but not limited to valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

**8.15 Preparation of Proposals:** Costs for proposal preparation and negotiation will not be reimbursable.

## **9. Correspondence Control**

All correspondence, including transmittals, between the Consultant and the City, subconsultants, contractors, subcontractors, major permanent material vendors, and other entities with participation in the design or construction of the Project(s) shall be serialized. The Consultant shall maintain individual incoming and outgoing correspondence logs for each entity. The Consultant may not correspond with Construction Contractors or Subcontractors or Suppliers without prior written approval by the Project Manager for each correspondence. The Consultant shall provide, at the request of the Project Manager, copies of all correspondence related to its work under the Agreement.

Upon Notification to begin work, the Consultant shall submit to the Project Manager a list of key personnel and their e-mail addresses for use in the DEN correspondence control system, Primavera Unifier. The Consultant will need to have sufficient software licenses to manage the Project which it shall immediately institute upon receipt of written approval from the Project Manager.



### III. TASK ORDER- WORK ORDER

#### 1. Introduction

**1.1** This Exhibit D provides a guideline and describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order or hourly wages toward Work Orders. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order or Work Order. All expenses will be approved by the Project Manager or designee prior to being incurred by the Consultant through rates and terms called out in an approved Task Order, Work Order, and attachments herein to Exhibit D.

Task Orders are typically used surrounding a Scope of Work. Work Orders are typically issued as a form of staff augmentation. In the case of Work Orders, these approved staff are embedded within Technologies teams to complete duties and responsibilities as outlined in Attachment F. Invoicing for Work Order employees shall include timecards for the period invoiced. Task Orders shall list resources and total them for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices based on payment alternatives, which the Consultant must propose for written approval for each Task Order as described in Section Three (3) of this Exhibit D. **Billing shall be at one task per invoice.**

**1.2** The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order pursuant to Section three (3) of this Exhibit D and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by a revised Task Order/Change Order.

**1.3** The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.

**1.4** The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least six (6) years after termination of this Agreement for purposes of audit, inspection, copying, transcribing, and abstracting.

**1.5** The Consultant will furnish or cause to be furnished to the Chief Executive Officer (CEO) or designee, such information as may be requested relative to the progress,





execution, and cost of individual Task Orders. The Consultant will maintain, or cause to be maintained, records showing actual time devoted, and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for six (6) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.

**1.6** In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

**1.7** No provision in the Agreement granting the City a right of access to records is intended to impair, limit, or affect any right of access to such records, which the City would have had, in the absence of such provision.

## **2. Scope, Fee Estimate, Work Schedule**

**2.1** The Consultant, working jointly with DEN's assigned Project Manager, will develop a scope of work, fee estimate, and work schedule (Cumulatively referred to as Scope of Work). Task Order scopes of work shall include a general narrative over what the Task Order work entails and what the deliverables are. Fee estimates shall include a detailed break out of intended staff needed to complete the work and will include hourly estimates as well as position classifications and rates. Work schedules shall include all the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

**2.2** The City will provide its comments to the Consultant within five (5) working days after the Task Order Scope of Work is submitted. The Consultant shall incorporate the City's comments into the Task Order Scope of Work.

**2.3** Immediately following the Issuance of task order and throughout the Task Order, the Consultant shall submit to the Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## **3. Progress Payment Measurement Alternatives**

**3.1** DEN will propose and the consultant may offer alternatives, one of the following measurement alternatives for each Task Order or the overall Program for calculating progress payments and reporting schedule status to the city. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.





**3.1.1 Submittal Status:** Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the city. A portion of the Fee will be allocated to each submittal as defined in the Task Order scope.

**3.1.2 In Progress Status:** Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports, or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports, and reviews that establish each point.

**3.1.3 Completion:** Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable.

**3.1.4 Level of Effort:** Progress payments will be based on the actual number of man-hours utilized to perform a Task Order. Progress payments (less the appropriate retainage) will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order. Progress payments will not be made for amounts above the Not-to-Exceed (NTE) amount (if applicable).

**3.2 Note:** Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

#### **4. Invoices and Progress Payments**

**4.1** Task Orders are issued for projects with a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met.

**4.2** The city will provide the Consultant with the format required to process the payment through Textura may be applicable. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Issuance of task order. This format will identify the measurement alternatives, which will be used to measure progress for an individual task.



**4.3** The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com). If Textura® is to be utilized, please see Section 4.11.

**4.4** The Consultant shall submit with each invoice signed Partial Releases from each sub-consultant which states the number of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period. If Textura® is to be utilized, please see Section 4.11.

**4.5** The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier.

**4.6** Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.

**4.7** If applicable, five percent (5%) of the total amount of each invoice may be withheld per contract or the Bond Ordinance as it may apply, from each progress payment regardless of the measurement alternative selected in section 3 above. The amount withheld (retainage) shall be paid to the Consultant after the Consultant's completion and approval of all submittals required by the Task Order, submittals of all lien releases, and submittal of a final close out invoice. Within six (6) months of the Substantial Completion of a Task Order, the Consultant will forfeit all retainage if Consultant fails to complete all submittals required by the Task Order.

**4.8** The Project Manager will review all invoices, and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Manager or his/her designee shall have the authority in his/her sole and absolute discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.

**4.9** In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:



- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- Signed Sub-consultant Agreement(s) on: Initial Sub-consultants and as new Sub-consultants are acquired.
- Final Organizational Chart (Updated with new Sub-consultants as they are acquired)
- Authorization Forms ([Attachment B](#)) for any salaried Professional Personnel Assignment who are not already approved in this Agreement.
- Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and a facsimile of the employee's signature.

**4.10 Monthly Invoice Checklist - Professional Services Agreements ([Attachment A](#)):**

The Monthly Invoice Checklist must be submitted to the project manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of Exhibit D will be cause for rejection of the invoice until such time that all requirements are fulfilled.

**4.11 Final Close Out Invoice:** By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the Owner from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its sub-consultants, suppliers, or the employees of each of them may now have or may assert in the future against the City of Denver, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known, or unknown, suspected, or unsuspected.

**4.12 Textura®:** The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this contract. Proposers are urged, when preparing a proposal, to contact the Textura® Corporation at 866-TEXTURA (866-839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the consultant and sub-consultant for billings for work performed.

## 5. Monthly Progress Report Development

**5.1 Invoice Report:** The Consultant shall submit to the Project Manager an electronic submittal of the Monthly Progress Report with its invoice. This Report shall contain the following sections:

- a) Executive Summary
- b) Work Schedule



- c) Cost Status
- d) Cash Flow Requirements
- e) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- f) Status of Task Order
- g) Drawing/Document Schedule and Status
- h) Task/Project Schedule and Manpower Status
- i) Task/Project Activities Planned for Next Month
- j) Monthly Task/Project Activity and Accomplishments
- k) Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
- l) Change Order Log – Approved and Pending

**5.2** The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within seven (7) days after Issuance of task order based on a proposed format prepared by the Consultant. The Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. The "Status of Task Order" report shall be formatted separately for each Task Order Scope of Work.

**5.3** The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

## **6. Schedule Changes and Increase in Project Amount**

**6.1** Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

## **7. Allowable General and Administrative Overhead (Indirect Costs)**

**7.1** All Allowable General and Administrative Overhead expenses are incorporated in the Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

**7.2** Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

**7.1.1 Office Provisions:** Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.



**7.1.2 Supplies, Equipment & Vehicles:** For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.

**7.1.3 Maintenance and Repair:** On office equipment, survey & testing equipment, buildings, vehicles, etc.

**7.1.4 Insurance:** Professional liability, errors and omissions liability, vehicles, facilities, etc.

**7.1.5 Taxes:** Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc.

**7.1.6 Marketing Fees & Publications:** Licenses, dues, subscriptions, trade shows, staff support, etc.

**7.1.7 Admin & Clerical Office Staff:** All administrative, clerical & management support staff not directly involved in the specific project or task.

**7.1.8 Other Indirect Costs:** Training, technical seminars, library, financial & legal cost, employment fees & recruiting costs, etc.

**7.3 Non-Allowable Overhead:** Including but not limited to: Advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35), etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## **8. Allowable (Non-Salary) Expenses**

**8.1 Expenses Reimbursed at Cost:** All Allowable (Non-Salary) expenses are reimbursed at cost.

**8.2 Receipts Required:** All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

**8.3 Expenses Greater Than \$500:** All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.



**8.4 Mileage Outside of the Denver Metro Area:** Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.

**8.5 Travel and Airfare:** All travel must be pre-approved on the DEN Advance Travel Authorization Form ([Attachment E](#)) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.

Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will **not be reimbursed**.

**8.6 Rental Car:** At cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel.

**8.7 Lodging Rate / Night:** A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website <https://www.gsa.gov/> plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.

**8.8 Meals:** The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

**8.9 Alcohol** will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.

**8.10 Special:** Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the



Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.

**8.11 Specialty Consulting:** Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

**8.12 Project Field Office & Equipment:** Including utilities, rent, communications systems, furniture, fixed equipment, etc.

**8.13 Project Field Supplies, Equipment & Vehicles:** For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

**8.14 Non-Allowable Expenses:** Including but not limited to valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

**8.15 Preparation of Proposals:** Costs for proposal preparation and negotiation will not be reimbursable.

## 9. Summary of Contract Task Order Control

### 9.1 Prior to Commencement of Work – Submittals Required

**9.1.1** Signed Sub-consultant Agreement(s) with an Exhibit listing the sub-consultant's core staff rates and calculated Labor Rates and Classifications.

**9.1.2** Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Sub-consultants ([Attachment B](#)).

**9.1.3** List of the names and titles of Authorized Signers, which document(s) they can sign, and a facsimile of the employee's signature.

**9.1.4** Work Schedule and Task List formatting

### 9.2 Within 3 Days after Issuance of Task Order – Submittals Required

**9.2.1** The Consultant shall meet with the Project Manager for a Pre-Work Meeting.





**9.2.2** Current Certificate of Insurance reflecting the Mandatory Coverage in Exhibit D.

**9.2.3** Final Organizational Chart of the Prime Contractor and all Sub-consultants.

**9.3** Within 7 Days after Issuance of Task Order

**9.3.1** Correspondence Control Methods and Progress Report Format

**9.3.2** Invoice and Progress Payment Format

**9.3.3** The Consultant shall submit their proposed Monthly Progress Report Format

**9.4** Bi-Weekly Submittal

**9.4.1** The Consultant shall submit a detailed two-week look-ahead schedule of activities for the Task Order.

**9.5** Monthly Submittals

**9.5.1** The Consultant shall submit the Monthly Progress Report.

**9.5.2** The Consultant shall submit invoicing by the day of the month referenced in section 4.2.

**9.6** Within 7 Days after Request for Proposal for Task Order – Submittals Required

**9.6.1** Scope Definitions and Detailed Cost Estimate per task and per sub-consultant, List of Submittals or Deliverables, Drawing and Specification.

**9.6.2** Work Schedule per task and overall Task Order schedule showing appropriate milestones.

**9.6.3** The Consultant shall submit the Exhibit Task Order Fee Proposal template detailing the costs of the project.

## **10. Information Management Format and Electronic-Mail Protocols**

**10.1** Within 3 days following the Issuance of task order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Program.





**Attachment A – Monthly Invoice Checklist**

**Date:** Click here to enter a date.

**Consultant Name:** Click here to enter text.

**Contract Name:** Click here to enter text.

**Contract Number:** Click here to enter text.

**Invoice Number:** Click here to enter text.

**Monthly Progress Payment Invoice and Exhibit D Progress Requirements Checklist:** (Place a check in the box to indicate that the item was supplied in accordance with Exhibit D requirements)

- Three Week Schedules for period covered by this invoice (Section 2.4)
- Originals of Sub-Consultant Partial Releases (Section 4.3)
- Invoice Report (Section 5.1)
  - Executive Summary
  - Work Schedule(s)
  - Cost Status
  - Cash Flow Requirements
  - Manpower and Task Completion Variance Analysis, achieved vs. Planned, and any Planned or Proposed Schedule or Budget Revisions or other Remedial Actions
  - Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
  - Status of Task Order
  - Drawing / Document Schedule and Status
  - Task/Project Schedule and Manpower Status
  - Task/Project Activities Planned for Next Month
  - Monthly Task/Project Activity and Accomplishments
  - Identification and Analysis, of any Scheduling, Coordination, or other problem Areas
  - Change Order Log – Approved and Pending

The preceding and noted reports, schedules and logs have been submitted at the appropriate intervals and in accordance with the requirements of Exhibit D. The Consultant acknowledges that failure to submit the required items will result in the rejection of the Monthly Progress Payment Invoice until such time that all requirements are fulfilled.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Attachment C – Expense Greater than \$500 Approval Form**

**Date:** Click here to enter a date.

**Contract Name:** Click here to enter text.

**Contract Number:** Click here to enter text. **Task Number(s) (if applicable):** Click here to enter text.

**Company Name:** Click here to enter text.

**Employee Name:** Click here to enter text.

**Estimated Total Cost:** \$Click here to enter text.

**Reason for Expense:** Click here to enter text.

---

To be completed by DEN personnel:

**Capital Assets: £ YES £ NO**

(Including but not limited to computer equipment, copiers, furniture, vehicles, etc.)

**Note: Any assets purchased by DEN must be returned to DEN at the end of the project. The Consultant will be charged replacement value for any assets purchased by DEN that are unaccounted for at the end of the project.**

The above-described expense has been approved.

---

Division Director

Date

---

Division Sr. Vice President

Date

cc: Finance if asset purchase



**Attachment D – Mileage Reimbursement Form**

**Date:** Click here to enter a date.

**Contract Name:** Click here to enter text.

**Contract Number:** Click here to enter text. **Task Number(s):** Click here to enter text.

**Company Name:** Click here to enter text.

**Employee Name:** Click here to enter text.

**Travel From:** Click here to enter text.

**Travel To:** Click here to enter text.

**Estimated Total Miles:** Click here to enter text.

**Estimated Total Cost: \$** Click here to enter text.

**Reason for Travel:** Click here to enter text.

Travel for the above named individual and purpose is approved.

\_\_\_\_\_  
Division Director Date

\_\_\_\_\_  
Division Sr. Vice President Date



**Attachment E – Advance Travel Authorization Form**

**Date:** Click here to enter a date.

**Contract No.:** Click here to enter text.

**Traveler’s Name:** Click here to enter text.

**Authorization No.:** Click here to enter text.

**Traveler’s Employer:** Click here to enter text.

**Destination:** Click here to enter text.

**Duration: From** Click here to enter a date.

**To:** Click here to enter a date.

**Purpose of Trip:** Click here to enter text.

**Approximate Travel Costs: \$** Click here to enter text.

**Reviewed by:** \_\_\_\_\_  
Division Director Date

**Approved by:** \_\_\_\_\_  
Division Sr. Vice President Date



**Attachment F – Consultant Work Order Form**

Vendor Name: [Click here to enter text.](#) Contract No: [Click here to enter text.](#)  
 Consultant Name: [Click here to enter text.](#) Title: [Click here to enter text.](#)  
 Start Date: [Click here to enter a date.](#) End Date: [Click here to enter a date.](#)  
 Bill Rate: \$ [Click here to enter text.](#) per hour (estimated at 40 hours per week)  
 Overtime Rate: \$ [Click here to enter text.](#) per hour (excess of 40 hours per week and City approval required).

**GENERAL STATEMENT:** The Vendor shall provide a Consultant who is qualified and ready, willing, and able to provide the requested professional services to the City, in accordance with the terms of Contract Number [Click here to enter text.](#) (the “Agreement”). If any conflict should arise between this work order and the Agreement, the Agreement overrides this work order and its content. The Consultant assigned to this work order shall provide a signed non-disclosure agreement prior to start date.

1. Training Expenses: DEN will not pay for training or for hours spent in training for consultant.
2. Expense Reimbursements: DEN will not reimburse for any expenses incurred by consultant.
3. Service Sites: Unless otherwise specified in writing, the services to be performed by Consultant shall be performed at the City’s location specified above.
4. Time Tracking: All work performed by consultant shall be tracked accurately and Consultant shall submit a daily timecard upon completion of each day worked and/or completion of assigned task for approval.
5. Written Approval: All overtime (hours worked more than 40 hours per week) and work performed off-site shall be approved by City in writing prior to the work being performed.
6. Early Termination: City reserves the right to terminate this Work Order at any time and for any reason prior to the end date specified in this work order.
7. Mandatory Furlough: In the case where the City & County of Denver mandates furlough days for its personnel, Vendor agrees to match the required furlough days for Consultant and not bill DEN for the furlough days taken by the Consultant.



**CONSULTANT WORK ORDER - Page 2**

Vendor Name: [Click here to enter text.](#)  
Consultant Name: [Click here to enter text.](#)  
Start Date: [Click here to enter a date.](#)

Contract No: [Click here to enter text.](#)  
Title: [Click here to enter text.](#)  
End Date: [Click here to enter a date.](#)

8. Responsibilities: [Click here to enter text.](#)

9. Performance Criteria and Deliverables: Consultant’s performance will be evaluated by Client on at least a bi-annual basis, using criteria determined by the supervisor.

10. Invoicing: Vendor will invoice monthly for billable hours worked in the prior month.

**Denver International Airport**

**Vendor Representative:**

\_\_\_\_\_  
Manager, Business Management Date  
Business Technologies

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**For internal use only:**

Funding: [Click here to enter text.](#)

**End of Exhibit D**

# Exhibit E

---

## **PROFESSIONAL SERVICES**

### TASK PROPOSALS AND EXECUTION PROCESS

---

Revised: April 2022





## Contents

I	INTRODUCTION .....	3
1.	The Facility Description .....	3
2.	General Scope.....	3
3.	Consultant's Specific Scope of Work .....	3
4.	Miscellaneous Requirements .....	7
5.	Ownership Of Plans and Documents .....	7
6.	Task Order Execution.....	8



## I INTRODUCTION

### 1. The Facility Description

The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

### 2. General Scope

**2.1** The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements, and modifications.

**2.2** Should a Task Order scope of work require an engineering discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.

**2.3** The term "Task Order" when it is used in this Agreement means all the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for all professional design services as requested by the Senior Vice President of Business Technologies (SVP of BT) or the designated DEN representative.

### 3. Consultant's Specific Scope of Work

#### 3.1 Consultant Services

**3.1.1** The Consultant, as deemed necessary by the SVP of BT or the designated DEN representative, will be required to provide professional design and engineering services for specific task scopes of work. The Consultant must be a licensed architect or professional engineer in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities, and Infrastructure, Structural, Electrical, Mechanical,



Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

**3.1.2** Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- Design administration
- Design analysis programming
- Active Electronics and Telecommunications design
- Energy and/or LEED analysis and conformance to latest energy requirements
- Cost estimating services
- Security, communications, lightning protection design services
- Construction schedule services
- Preparation and reproduction of schematic, bid, and construction documents.
- Bid evaluation
- Commissioning coordination
- Code analysis
- Building information modeling in Revit
- Construction administration
- Agreement closeout services
- Preparation of record or "as built" documents to include, but not limited to, updated Revit models

## **3.2 Task Order Scope of Work**

**3.2.1** The SVP of Business Technologies or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

- A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- A completed Fee Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- A schedule identifying all phases of scope of work with DEN review durations.
- Identification of lump sum not to exceed design fee.



### **3.3 Task Order Request for Proposal**

**3.3.1** For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of Business Technologies or the designated DEN representative.

**3.3.2** Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Consultant will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.

**3.3.3** DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant will review those technical specifications to determine if the technical specifications and/ or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Consultant to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

**3.3.4** Following this agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its



standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

### **3.4 Consultant's Personnel Assigned to This Agreement**

**3.4.1** The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of Business Technologies or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his/her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

**3.4.2** Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of BT or the designated DEN representative.

**3.4.3** The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal, or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of consultant or its project manager.

**3.4.4** The Consultant may submit, and the city will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the city. Reassignment will be subject to the approval of the SVP of Business Technologies or the designated DEN representative.

**3.4.5** If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of Business Technologies or the designated DEN representative.

### **3.5 Diligence**

**3.5.1** The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of Business Technologies or the designated DEN representative.



**3.5.2** The Consultant shall submit their design QA/QC plan with all Task Order proposals and a status of the plan per Task Order at any time requested by the DEN Project Manager.

### **3.6 Cooperation**

**3.6.1** The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

## **4. Miscellaneous Requirements**

### **4.1 Existing Facility Information**

- City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
- Electronic files of Construction Drawings (Task Order Specific)
- Available BIM files for areas of work (Task Order Specific)
- Electronic copies of available Technical Specifications (Task Order Specific)
- 3-D Scans of spaces (Task Order Specific)

**4.1.1** Information Gathering: The Consultant will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN Records Management section. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's Task Order fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical, and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Consultant, the Consultant will begin the Task Order as-builts.

### **4.2 Airport Security Requirements**

**4.2.1** Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

## **5. Ownership Of Plans and Documents**



## 5.1 Plans And Documents

**5.1.1** Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the city. The city may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the city. The city agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

**5.1.2** The city may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications, and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

**5.1.3** As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

## 6. Task Order Execution

### 6.1 Task Order Notice to Proceed

**6.1.1** Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request



for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

**6.1.2 Kick-off meeting:** Upon written notification to the Consultant to proceed with a Task Order scope of work, the City may schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates.

**6.1.3 Schedules:** Immediately following the kick-off meeting, the Consultant may be required to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## **6.2 Design**

**6.2.1 Required Documentation:** Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.

**6.2.2 Submittals:** Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables.

**6.2.3 Design Reviews:** All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.

**6.2.4 Design Change Request:** Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (OCR). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will only be received by the Consultant through an executed On-Call Task Order Authorization Amendment. The Consultant cannot proceed on any work changes without an executed Task Order amendment.





**6.2.5 Value Engineering:** All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.

**6.2.6 Project Risk:** when requested, the Consultant will assist the DEN Project Manager define construction project risks.

### **6.3 Advertising For Bid & Building Department Plan Review**

**6.3.1 Certification of Design:** Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form. For AIP funded projects the Design Certification Letter- AIP Projects (FAA) shall be used.

**6.3.2 Advertising for Bid:** All requirements for consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.

**6.3.3 Building Department Plan Review:** Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

### **6.4 Construction Administration**

**6.4.1 Construction Phase Administration:** All requirements for consultant participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual, Standards and Criteria chapter 8 for requirements.

### **6.5 Additional Services**

**6.5.1** Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services. Initiation of this request does not guarantee additional work acceptance or grant schedule relief.

**6.5.2** Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services, or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:



- A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- A completed Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
- A revised schedule identifying all phases of scope of work with DEN reviews.

**6.5.3 Additional Services Authorization:** Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

## **6.6 Task Order Closeout**

**6.6.1 Task Order Closeout Initiation:** Task Order closeout will not begin without written approval from the DEN Project Manager.

**6.6.2 Task Order Closeout Documents:** Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

**6.6.3 Task Order Final Payment:** Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release - Professional Services is submitted.

END OF EXHIBIT

# LICENSED SPACE AND STANDARD CROSS CONNECT SLA PRODUCT POLICY

July 20, 2022

## EQUINIX COLOCATION SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT

This Exhibit sets forth the description of the Licensed Space, Cross Connects and related Services provided by Equinix pursuant to the Agreement and the applicable service level agreement (“SLA”). Capitalized terms which are used but not defined in this Exhibit will have the meaning defined in the Agreement.

1. **Service Description**– Customer’s Licensed Space is located within the IBX Center listed on the Order and includes the following features:
  - a. **Security/Access Controls**. Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix’s sole discretion, are designed to protect the security of the (i) IBX Center; (ii) the Licensed Space which contains Customer’s Equipment, and (iii) the Services (collectively, “Safeguards”). Safeguards will include the following:
    - i. Building Perimeter Security – Equinix continually monitors all entrances and exits to each IBX Center. Specific architectural features and physical construction of individual IBX Centers provide additional security and differ by location.
    - ii. Colocation Area Security – Within each IBX Center, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Licensed Space, and examples of such access controls include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Center site staff.
    - iii. Private Cage – Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
    - iv. Secure Cabinet -- Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
    - v. Security Systems – Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.
    - vi. Security Breach Notifications - Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer’s Licensed Space (i.e., private cage or cabinet) (“Security Breach”) within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer’s Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer’s Equipment and its network traffic.
  - b. **Electrical Power**. Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
    - i. Non-Redundant Power – Electricity delivered via one (1) power circuit.
    - ii. Redundant Power – Electricity delivered via two (2) power circuits from two different power busses.
  - c. **Climate Control**. Equinix has designed climate control systems in the colocation area which are designed to provide a predictable and consistent environment as follows:
    - i. Temperature – Temperature is controlled to be between 18°C (64.4°F) and 27°C (80.6°F).
    - ii. Relative Humidity – Relative Humidity is controlled to be between 25% and 65%.
  - d. **Cross Connects**. Cross Connects permit Customer to connect Customer’s Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in various media types.
  - e. **Smart Hands**. At Customer’s request, Equinix will provide Smart Hands, which provide remote support of Customer’s Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer’s Equipment and uncrating from boxes; labeling equipment and cable connections; inventorying

# LICENSED SPACE AND STANDARD CROSS CONNECT SLA PRODUCT POLICY

Customer's Equipment; and installing cabling between or from Customer's Equipment to Customer's demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.

- f. **Maintenance.** Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

Maintenance Type	Notification Objective
Scheduled Maintenance	at least 30 days in advance
Remedial Maintenance	at least 3 days in advance
Urgent or Emergency Maintenance	0 and up to 3 days in advance

- g. **Incident Management.** Equinix will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Center that affect, or have the potential to affect, the Licensed Space and Services or the operation of the IBX Center. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Equinix becomes aware of an incident that affects the Licensed Space and Services (other than a Security Breach which is governed by Section 1(a)(vi) of this Exhibit), Equinix will inform Customer and advise Customer of the nature of the incident within thirty (30) minutes of discovery, or as soon as is practicable given the circumstances. Equinix will provide Customer with regular updates (at least every two (2) hours) with the status of the incident and the actions taken. Customer may monitor the progress of the incident via the Customer Portal.

## 2. Service Level Agreement

### a. Electrical Power

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
<b>Availability</b>	99.999%+	99.99%+
<b>Service Level Threshold</b>	This service level is met by achieving less than twenty-six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
<b>Unavailability</b>	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
<b>Credits</b>	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected cabinets multiplied by the average power MRC per cabinet (i.e. total power MRC divided by the total number of cabinets) in the Licensed Space within which the Unavailability occurred (" <b>Loaded Cabinet MRC</b> "). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

# LICENSED SPACE AND STANDARD CROSS CONNECT SLA PRODUCT POLICY

b. **Climate Control**

Service Level Name	Temperature Service Level	Humidity Service Level
<b>Availability</b>	99.99%+	99.99%+
<b>Service Level Threshold</b>	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
<b>Unavailability</b>	Temperature is considered Unavailable when the temperature drops below 18°C (64.4°F) or exceeds 27°C (80.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
<b>Credits</b>	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

c. **Cross Connects**

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level	
<b>Availability</b>	99.99%+	Not applicable	
<b>Service Level Threshold</b>	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of an Order, Equinix will install into Customer's existing Licensed Space up to three (3) Cross Connects per day, per IBX Center as follows:	
		<u>Cross Connect Interval Type:</u>	<u>Provisioning Interval:</u>
		Premium	Twenty-four (24) hours
		Plus	Three (3) business days
<b>Unavailability</b>	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable	
<b>Credits</b>	Subject to Section 3, if Unavailability exceeds the Service Level Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.	Subject to Section 3, if Equinix does not provision Cross Connect(s) in accordance with the Service Level Threshold, Customer will be entitled to a credit equal to 100% of the NRC of the affected Cross Connect.  <b>Note:</b> The Cross Connect Provisioning Service Level only applies to IBX Centers listed here: <a href="http://www.equinix.com/resources/product-documents/equinix-ibx-classification/">http://www.equinix.com/resources/product-documents/equinix-ibx-classification/</a> .	

# LICENSED SPACE AND STANDARD CROSS CONNECT SLA PRODUCT POLICY

## 3. General

- a. **Credits.** The credits set forth in this Exhibit are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit(s) to which Customer shall be entitled will not exceed the MRC for such Licensed Space or Service.
- b. **Reporting Unavailability and Requesting Credit.** All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or (ii) Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket). In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, Customer must request the credit by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied (i.e. the trouble ticket is closed).
- c. **Exceptions.** Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) Force Majeure Events; (ii) scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives.

For questions or support, please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.

**EXHIBIT G****CUSTOMER SCHEDULE  
DARK FIBER****Customer Name**

Customer:

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**
  - 3.1. **Customer Order Acceptance.** Within five (5) business days of Zayo's acknowledgment to Customer of receipt of a Customer Order, Zayo will notify Customer (in writing or electronically) of its acceptance of the Customer Order ("**Customer Order Acceptance**"), at which time such Customer Order becomes a binding obligation to purchase the Offerings therein, or rejection of such Customer Order, in which case Zayo will communicate to Customer why it is unable to accept such Customer Order. 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. Dark Fiber Offerings are subject to availability and Zayo retains the right to cancel a Customer Order at any time prior to delivery of the Activation Notice (as defined below).
  - 3.2. **Activation.** After Zayo has determined that the Offering conforms to the relevant Offering Specifications as described in Exhibit B at the time of delivery, Zayo will provide Customer with a Close Out Package as defined in Exhibit B ("**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 ten (10) 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 ten (10) 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.

- 3.3. 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.

#### 4. COMPONENTS AND INSTALLATION

- 4.1. 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.
- 4.2. 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 Facility(ies)**"). Any facilities, components, or equipment that is not a Zayo Facility is a "**non-Zayo Facility(ies)**." 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.

#### 5. USE OF DARK FIBER

- 5.1.** 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.
- 5.2.** 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.

#### 6. 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 not attributed to the failure of Zayo's network or Customer's failure to identify deficiencies in the Close Out Package within the period described in Section 3.2, Zayo reserves the right to charge the Customer the Cost of such Non-Routine Maintenance.
- 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 in use 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

**Customer Name**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 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 fourteen (14) 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.** For any Non-Routine Maintenance performed to restore functionality of the Dark Fiber Offerings (including, but not limited to, emergency 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](mailto: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 two (2) hours of the initial Trouble Case, provided Zayo has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a 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 six (6) hours following initiation of restoration activities. During an outage Zayo shall contact Customer on a regular basis, to update the status of restoration. Zayo is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the 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.**

**6.1** 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 Facilities; (c) scheduled maintenance or planned enhancements or upgrades to Zayo's network; (d) Zayo not having reasonable and uninterrupted access to any premises or site respecting the Outage (the "Outage Site"); or (e) a Force Majeure Event. Each of the events described in this Section 6.1 shall be deemed an "Excused Outage."

**6.2** **Outage Credits.** In the event an Outage takes longer than twelve (12) hours to repair following Zayo's arrival at (and having continuous and uninterrupted access to) the Outage Site, then subject to Section 6.3 below, Customer shall be entitled to an Outage credit equal to one (1) day of pro-rated MRC of the affected Dark Fibers for every full hour greater than twelve (12) hours for which the Outage persists ("Outage Credit"). The pro-rated MRC shall be 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.

**6.3** **Credit Process.** In order to receive an Outage Credit, Customer must (a) immediately report the Outage to the NOC and open a trouble ticket and (b) make a written request for the same within thirty (30) days following the end of the month in which the Outage occurred along with providing sufficient detail to permit Zayo to investigate the Outage Credit request. 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, along with termination in accordance with Section 6.4 (Chronic Outage), 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 affected Dark Fiber.

**6.4 Chronic Outage:** Customer may terminate the affected Segment without incurring early termination charges if: Customer experiences three (3) or more related Outages on the same Segment, each with an Outage Duration lasting more than one (1) hour in any thirty (30) day period. In order to exercise a right to terminate under this Section, Customer must notify Zayo of its intent to terminate the affected Offering in writing within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section if it fails to provide the requisite notice within such thirty (30) day period. Zayo reserves the right to refuse the foregoing termination right if Customer has any past-due balances. Notwithstanding the foregoing, Customer may not terminate the affected Dark Fiber Offering under this Section if Zayo is able to cure (to Customer's reasonable satisfaction) the issue(s) giving rise to such Outages under this provision within thirty (30) calendar days of the chronic outage triggering event.

**Exhibit B**

**Zayo-Provided Dark Fiber Specification & Testing Acceptance Objectives**

Unless otherwise defined herein, capitalized terms shall have the meaning given them in Zayo's standard Dark Fiber Schedule ("Schedule") in use at the time of testing.

Pursuant to Section 3.2 of the Schedule, Zayo will perform testing on the Zayo-provided Dark Fiber Offering as described herein, on a per Fiber Span (defined below) basis and provide test results to the Customer at the e-mail address provided by Customer ("Close Out Package"). In the event the Dark Fiber is OOS (defined below), Customer shall accept or reject the Dark Fiber as set forth in Section 3.2 of the Schedule.

**1.0 Definitions**

**Connector** – Dark Fiber Strand polished to a flat surface and housed within an adapter to enable the transfer of light to another connection. All Connectors on Dark Fiber are created in a manufacturer lab per industry standard.

**Mated Connector** – Two Dark Fiber Connectors linking together Dark Fibers, generally at a cross-connect at a termination panel.

**In-Line Connector** – Connectors used to link Segments between Demarcation Points. In-Line Connectors are always mated with another In-Line Connector.

**Front End Connector (FEC)** – Connector at the Demarcation Point, marking the beginning or end of the Segment.

**Dark Fiber Strand or Strand** - a single optic fiber.

**Dead Zone** – A portion of the Dark Fiber that cannot be accurately measured without the use of a Launch Reel.

**Fiber Span** - A Segment of one or many Dark Fiber optic strands that are terminated to a Connector on each end.

**Fusion Splice** – The act of using a fusion splice machine to melt two ends of Dark Fiber for purposes of joining together.

**Launch Reel** – Spool of fiber used to accurately measure the insertion loss at the Front End Connector, eliminating the Dead Zone.

**OOS** - Any event not meeting the criteria in Section 4.2 or 4.4 will be considered out of specification ("OOS").

**OTDR (Optical Time Domain Reflectometer)** – Instrument used to measure a Dark Fiber path by injecting pulses of lights at a specific timed rate within a specific range. The pulses are then analyzed by the OTDR upon returning to the point of origin by means of reflection due to characteristics of the Dark Fiber.

**Pulse Width** – Length of time a single pulse of light enters the fiber optic glass.

**Range** – Distance that the OTDR will perform measurement of a Span.

**Power Meter** – Instrument used to measure the loss of light that occurs on a given Span.

**Pigtail** – The opposing end of Dark Fiber glass that has been lab polished in a Connector.

**Trace** - Test performed on a single Dark Fiber Strand with certain parameters. Each Trace represents a single test that is performed on a Dark Fiber Strand from a single direction.

**2.0. Fiber Performance.**

Zayo will endeavor to meet the following ITU Specifications for Dark Fiber:

Table 1 –Fiber specification limits

Parameter	ITU-T G652 & G.657	ITU-T G.655
Dispersion @1550nm [ps/(nm*km)]	≤18.5	≥2.0 to ≤6.0
Typical Attenuation @1550 (dB/km)	≥0.18 to ≤0.25	≥0.19 – ≤0.25
Zero Dispersion Wavelength (nm)	≥1300 to ≤1324	≥1450 to ≤1520
Mode Field Diameter @ 1550nm (µm)	≥9.3 to ≤10.9	≥9.2 to ≤10.0
Polarization Mode Dispersion (ps/√km)	≤0.2	≤0.1

*Dark Fiber types may differ across a Fiber Span. In the event that non-Zayo Facilities, including cross-connects, campus and entrance cables, riser cables and third-party outside plant are required to deliver the Offerings, Zayo will use commercially reasonable efforts to meet the Specifications set forth in this Exhibit B, but failure of non-Zayo Facilities to meet the Specifications in this Exhibit B is not a violation.*

**3.0. Span Loss Requirements**

Each Strand within a Span will be measured Bi-Directionally using a recently calibrated and industry-accepted light (laser) source and Power Meter Units in order to measure Span Loss.

**3.1. Attenuation per Fiber Strand Formula**

The applicable formula to be applied will depend on distance - See Table 2 below.

$$1550 \text{ Wavelength} = [\text{Span Length (km)} * 0.25\text{dB}] + [\text{Number of Splices} * 0.15\text{dB}] + [\text{Number of Mated Connectors} * 0.5 \text{ dB}] + [2\text{dB}]$$

$$1310 \text{ Wavelength} = [\text{Span Length (km)} * 0.40\text{dB}] + [\text{Number of Splices} * 0.25\text{dB}] + [\text{Number of Mated Connectors} * 0.5 \text{ dB}] + [2\text{dB}]$$

*\*A 2db buffer is included to allow for fiber degradation and repairs over the life of the Dark Fiber.*

**4.0. OTDR Testing**

Each Strand will be tested bi-directionally using a recently calibrated OTDR. Zayo will use the appropriate settings as per the OTDR manufacturer’s recommendation depending on dark fiber type and segment distance. Bi-directional OTDR Traces will be recorded using the same setting on the OTDR.

**4.1. Fiber Span Traces**

For each Fiber Strand delivered to the Customer, Zayo will perform Fiber Span Traces and Front End Connection (“FEC”) Traces.

Fiber Span Traces will be measured bi-directional and used to ensure all splices and In-line connectors are visible and within spec and will be measured in the following wavelengths, depending on Distance.

1625nm testing will only be performed for Long Haul Dark Fiber services and Fiber Characterization testing.

Table 2 – Wavelength Test Parameters

<b>OTDR Testing Requirements by Span Length</b>	
<b>&lt; 50KM</b>	<b>&gt; 50KM</b>
1310 nm	1550 nm
1550 nm	1625 nm

**4.2. Fiber Span Loss Thresholds**

**4.2.1. Splice Loss**

All splices will be performed by Fusion Splicing. The target allowance of a single splice event is 0.30 dB bi-directionally at 1550nm for homogeneous core types. The target allowance of a single splice event is 0.40 dB bi-directionally at 1550nm for heterogeneous core types.

In the event of an OOS, Zayo has the right to waive the target allowance provided the average splice loss on the entire Span does not exceed 0.15 dB bi-directionally at 1550nm. The Span will be considered to have met the splice loss criteria.

**4.2.2. Connector Loss**

All In-line Connectors will be factory polished (hand polish is not acceptable). The maximum allowance of a Connector with a Pigtail Splice will not exceed a combined **0.50 dB** loss. Any In-line jumper (cross-connect) including the patch cord and two Connectors will not exceed a combined **1.00 dB** loss.

**4.2.3. Reflectance**

The maximum allowance of any FEC or In-line Connector will not exceed a reflectance of **-45.0 dB**.

**4.3. FEC Traces**

FEC traces will be performed unidirectional at each side of the Strand (unless Zayo is handing off the Dark Fiber in the field via stub cable) to ensure any connectors within the first 500 feet are measurable and outside of the Dead Zone. FEC traces will be taken at low pulse width and range using a 1km Launch Reel between the OTDR and connector.

**4.4. FEC Loss Thresholds**

**4.4.1. Connector Loss**

Maximum allowance of a Connector with Pigtail Splice will not exceed a combined **0.50 dB** loss.

**5.0. Fiber Characterization**

Zayo is not obligated to perform this test and additional charges may apply. Zayo will perform fiber characterization testing only upon Customer request, at Customer’s sole cost and expense. Fiber Characterization testing includes Chromatic Dispersion and Polarization Mode Dispersion and Optical Return Loss.

**EXHIBIT H****CUSTOMER SCHEDULE  
WAVELENGTH OFFERINGS**

This Wavelength Customer Schedule ("**Customer Schedule**") dated **MONTH DAY, 20 YR** is subject to, and made a part of, that Master Customer Agreement or Master Services Agreement ("**Master Customer Agreement**" or "**MCA**") dated **MONTH DAY, 20 YR** entered into between the undersigned Parties. Zayo owns and operates fiber networks and other related telecommunications facilities and is in the business of providing certain wavelength offerings, including access and services ("**Wavelength Offerings**" or "**Offerings**") described herein. Capitalized terms not defined herein will have the meaning ascribed to them in the MCA.

1. **DEFINITIONS.** The following additional definitions shall apply to Wavelength Offerings:
  - 1.1 **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by circuit on a pro-rata basis.
  - 1.2 **Bandwidth** means the amount of data access made available to Customer as specified in a Customer Order.
  - 1.3 **Costs** mean any applicable cancellation, termination or other charges from Third Party Providers (as defined below), charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or capital equipment costs.
  - 1.4 **Handoff** means the optical frequency that will reach the Customer handoff and sync with Customer Equipment as identified in the Customer Order.
  - 1.5 **Long Haul** is a Wavelength Offering between two or more different metropolitan areas over Zayo's long haul network segments.
  - 1.6 **Metro** is a Wavelength Offering between two or more locations within the same metropolitan area.
  - 1.7 **Off-Net** is any Offering which does not meet the definition of On-Net in Section 1.9.
  - 1.8 **Offering Specifications** means both the definitions and performance specifications of a Wavelength Offering detailed in a Customer Order.
  - 1.9 **On-Net** is any Offering which connects two locations to which Zayo is already providing the same type of Offering at the time of the Customer Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Offerings (as defined herein) or special construction.
  - 1.10 **Point of Demarcation** is the network interface point where Customer's Handoff occurs.
  - 1.11 **Protocol** are the rules determining the format and transmission of data between Wavelengths components as defined in a Customer Order.
  - 1.12 **Third Party Offering** is a circuit or fiber optic infrastructure provided by a Third Party Provider that enables an Off-Net Offering.
  - 1.13 **Third Party Provider** means a provider of a Third Party Offering.
  - 1.14 **Zayo POP** refers to Zayo's point of presence at which Zayo provides access and interconnectivity to its network routes and facilities.
  
2. **WAVELENGTH OFFERING DESCRIPTION.** Wavelength Offerings are optical transport circuits utilizing wavelength division multiplexing (WDM) components. The bandwidth for each ordered Wavelength will be stated in a Customer Order. Wavelengths include, without limitation, the following types:
  - 2.1 **Standard Wavelength:** A linear, unprotected point-to-point optical transport circuit between two (2) or more sites provisioned over a shared WDM infrastructure.
  - 2.2 **Diverse Wavelength:** Two (2) linear, unprotected point-to-point optical transport circuits between two (2) or more sites provisioned over a shared WDM infrastructure utilizing diversely routed OSP optical fiber paths and separate line cards.

Additional diversity options may include but are not limited to: entrance facilities, riser, rack, chassis, power, etc. as specified in the applicable Customer Order.

- 2.3 Protected Wavelength:** A linear, protected point-to-point optical transport circuit between two (2) sites provisioned over shared and/or dedicated WDM infrastructure utilizing diversely routed OSP optical fiber paths, separate line cards and a protection mechanism made available by Zayo. Additional configuration options may include but are not limited to: partial diversity, route specifications, and client protection as specified in the applicable Customer Order.

### 3. COMPONENTS AND INSTALLATION.

- 3.1. Zayo Components.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's components and equipment ("**Zayo Components**"). The Zayo Components shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to Customer, or any other person, any ownership right, title or interest whatsoever in the Zayo Components (other than the access rights included within a Wavelength Offering), notwithstanding that such Zayo Components may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo's ownership interest in the Zayo Components. Customer shall not adjust, align, attempt to repair, relocate or remove the Zayo Components, except as expressly authorized in writing by Zayo. Customer shall be liable for any loss of or damage to the Zayo Components caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain rack space and power to support the Zayo Components for the Offering for the duration of the Order Term. Unless specified in a Customer Order, Customer shall be responsible for all third party cross-connections to the Zayo Components and related costs.

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

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

### 4. SERVICE REQUESTS AND DELIVERY

- 4.1 Customer Order Acceptance.** Within five (5) business days of Zayo's acknowledgment to Customer of receipt of a Customer Order for On-Net Offerings, or within five (5) business days after Zayo's receipt of its Off-Net provider's projected service activation date for Off-Net Offerings, Zayo will notify Customer (in writing or electronically) of its acceptance of the Customer Order ("**Customer Order Acceptance**"). Upon Zayo's acceptance, a Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Order Term stated therein, except as provided in the MCA or this Customer Schedule. Zayo may accept or reject any submitted Customer Order in its sole discretion.

- 4.2 **Firm Order Commitment Date.** Zayo will provide a firm order commitment date (“**FOC Date**”), a date by which Zayo estimates it will provide the Offerings for Customer’s use, unless a FOC Date is already stated in a Customer Order. For Off-Net Offerings, Zayo shall notify Customer of the FOC Date within two (2) business days after Zayo receives an installation date from its Third Party Provider.
- 4.3 **Customer Activation.** After Zayo has determined that the Offering conforms to the relevant Offering Specifications, Zayo will notify Customer that the Offering has been activated in accordance with the Customer Order 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 five (5) days following the Activation Date in which to notify Zayo that it is rejecting the Offering because the Offering does not meet the Offering Specifications. If Customer has notified Zayo within such five (5) day period that the Offering does not meet the Offering Specifications, 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 Activation Notice date shall not prevent Zayo from billing Customer for the Offering. If the Activation Date is delayed as a result of Customer’s failure to meet its responsibilities under this Customer Schedule, the Activation Date will be deemed to be the later of (a) the FOC Date or (b) the date that Zayo has completed its tasks to deliver the Offering to the best of its ability.
- 4.4 **Incrementally Delivered Offerings.** Unless otherwise specified in a Customer Order, for individually delivered Offerings, Zayo may incrementally deliver when ready, which may result in different Activation Dates for such incrementally delivered Offerings. For multipoint and diverse Offerings, Zayo may incrementally deliver such Offerings to each Customer location when ready, and the Order Term for such incrementally delivered multipoint or diverse Offerings shall begin on the Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Order Term from the Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Customer Order, the charges associated with a delivered service will be based upon the Allocated MRC. For all multipoint Offerings, Outage Credits shall be granted only to affected Customer locations based on Allocated MRC.

5. **PERFORMANCE LEVEL TARGETS.** Following are the performance level targets for the availability (measured on a monthly basis) of Wavelength Offerings.

**Long Haul Waves Performance Level Targets**

Configuration	Performance Level Target
Standard Wavelength	99.5%
Diverse Wavelength	99.9%
Protected Wavelength	99.99%

**Metro Waves Performance Level Targets**

Configuration	Performance Level Target
Standard Wavelength	99.9%
Diverse Wavelength	99.99%
Protected Wavelength	99.99%

6. **OUTAGES**

- 6.1. **Outages.** An outage (“**Outage**”) occurs when Customer experiences complete break(s) in transmission measured from the first ten (10) consecutive severely erred seconds (“**SESS**”) on the affected Offering until the first ten (10) non-



SEs which is known by Zayo; provided, however, that any such break in transmission will not be deemed an Outage if resulting from: (a) any act or omission of the Customer or its end users, or its representatives, contractors, agents, authorized invitees, successors or assigns; (b) any act or omission by a third party not in Zayo’s control; (c) the configuration, failure or malfunction of non-Zayo components, equipment or systems; (d) any Outage caused by an emergency, scheduled maintenance or planned enhancements or upgrades to Zayo’s network; (e) Zayo not being given access to premises; or (f) a Force Majeure Event. Each of the foregoing events shall be deemed an “**Excused Outage**.” A SES is measured with a bit error ratio of greater than or equal to 1 in 1000.

**6.2. Outage Credit.** In the event of an Outage, Customer may be entitled to an outage credit per the table below (“**Outage Credit**”). For any multipoint Offering, the Allocated MRC shall be used for purposes of calculating the Outage Credit per the table below. The duration of an Outage begins when Zayo records a trouble ticket number and ends when the Offering is restored or not failing to meet the Performance Level Targets in Section 5 (“Outage Duration”). Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining the Outage Credit. The maximum Outage Credit in a calendar month for any affected circuit shall not exceed fifty percent (50%) of the MRC for the affected circuit. Outage Credits are available for On-Net Offerings as described above. Outage Credits for Off-Net Offerings are passed through based on credits received from the underlying Off-Net provider.

Cumulative Duration of Outage	Outage Credit - % of Allocated MRC for Affected Customer Location(s)		
	Standard	Diverse	Protected
>2 hrs. to 4 hrs.	5%	10%	20%
>4 hrs. to 8 hrs.	10%	15%	25%
>8 hrs. to 12 hrs.	15%	20%	30%
>12 hrs. to 16 hrs.	20%	25%	35%
>16 hrs. to 20 hrs.	25%	30%	40%
>20 hrs. to 24 hrs.	30%	35%	45%
>24 hrs.	35%	45%	50%

**6.3 Chronic Outage:** Customer may terminate an affected On-Net Offering without incurring early termination charges if: (i) for an On-Net Protected or Diverse Offering, Customer experiences three (3) or more related Outages, each with an Outage Duration lasting more than one (1) hour in any thirty (30) day period; or (ii) for an On-Net Unprotected Offering, Customer experiences three (3) or more related Outages, each with an Outage Duration lasting more than eight (8) hours in any thirty (30) day period. In order to exercise a right to terminate under this Section, Customer must notify Zayo of its intent to terminate the affected Offering in writing within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section if it fails to provide the requisite notice within such thirty (30) day period. Zayo reserves the right to refuse the foregoing termination right if Customer has any past-due balances. Notwithstanding the foregoing, Customer may not terminate the affected Offering under this section if Zayo is able to cure (to Customer’s reasonable satisfaction) the issue(s) giving rise to such Outages under this provision within thirty (30) calendar days of the chronic outage triggering event.

**7. ISSUANCE OF CREDITS.** In order to receive an Outage Credit, Customer must (a) immediately report the Outage for US Offerings to the **Zayo Network Control Center** at (866) 236-2824 or [ncc@zayo.com](mailto:ncc@zayo.com), for Canadian Offerings to the **Zayo Canada Network Control Center** at (888) 404-9296 or [CANCC@zayo.com](mailto:CANCC@zayo.com), or for EU Offerings to **Zayo Network Control Centre** at +44 (0) 20 3846 4222, or [eunoc@zayo.com](mailto:eunoc@zayo.com), (b) open a trouble ticket, and (c) make a written request for a credit within thirty (30) 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. Outage Credits will be granted only if Customer has afforded Zayo reasonable access to Customer’s premises for appropriate repairs, maintenance, testing and any other work in order to remedy the cause of the Outage. Outage Credits will be granted only if Customer has paid all outstanding invoices by the Due Date thereof. The issuance of credits pursuant to this Section is Zayo’s sole obligation and, along with termination in accordance with Section 6.3 above, Customer’s sole remedy for any failure or non-performance of Wavelength Offerings under this Customer Schedule. Outage Credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

**8. THIRD PARTY OFFERINGS.** Zayo’s Offerings may incorporate offerings provided by a third party (“**Third Party Provider**”), including, but not limited to, interconnect offerings (collectively, “**Third Party Offerings**”). The costs of Third Party Offerings will be reflected in the applicable Customer Order provided that Zayo may adjust the rates for Offerings that incorporate Third Party

Offerings to reflect, without mark up, any increases in costs imposed on Zayo for Third Party Offerings after the effective date of the applicable Customer Order. The specific terms and performance metrics associated with Third Party Offerings, including any available credits for non-performance, are limited to Zayo's terms with the applicable Third Party Provider. If Customer cancels an Offering that incorporates Third Party Offerings without cause prior to the expiration of the applicable Order Term, Customer shall reimburse Zayo for any costs incurred by Zayo to terminate such Third Party Offerings, plus any charges remaining under the MCA and this Customer Schedule. Where a Customer has requested a disconnect for an Offering for which an LOA/CFA was required, the Customer must produce documentation of disconnect confirmation (Disconnect FOC or other) from the Third Party Provider.

- 9. **Routine Maintenance.** "Routine Maintenance" is routine and preventative maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network. 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 fourteen (14) calendar days prior notice of such Routine Maintenance that Zayo reasonably believes may impact Customer's Offering. All maintenance other than Routine Maintenance as described above shall be deemed to be "Non-Routine Maintenance", including emergency maintenance that restores functionality of the Offerings. .
- 10. **Non-Routine & Emergency Maintenance.** For any Non-Routine Maintenance performed to restore functionality of the Offering (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 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>.

**ZAYO GROUP, LLC**

**COMPANY NAME**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I****CUSTOMER SCHEDULE  
PRIVATE WAVELENGTH NETWORK OFFERINGS**

This Private Wavelength Network Schedule (“**Customer Schedule**”) dated **MONTH DAY, 20 YR** is subject to, and made a part of, that Master Customer Agreement or Master Services Agreement (“**Master Customer Agreement**” or “**MCA**”) dated **MONTH DAY, 20 YR** entered into between the undersigned Parties. Zayo owns and operates fiber networks and telecommunications facilities and is in the business of providing certain private dedicated network access and services (“**Private Wavelength Network Offering**” or “**Offerings**” or “**PWN**”) described herein. Capitalized terms not defined herein will have the meaning ascribed to them in the MCA.

1. **DEFINITIONS.** The following additional definitions shall apply to Private Wavelength Network Offerings:
  - 1.1 **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by circuit on a pro-rata basis.
  - 1.2 **Costs** mean any applicable cancellation, termination or other charges from Third Party Providers (as defined below), charges for make ready work, permitting and engineering fees, Zayo standard labor charges, building access or license fees, special construction charges and/or capital component and equipment costs.
  - 1.3 **Ethernet** is a layer 2 offering that provides dedicated or shared point-to-point or point-to-multipoint connectivity for transport of voice, data, video or other forms of communications traffic.
  - 1.4 **Long Haul** is an Offering between two or more different metropolitan areas over Zayo’s long haul network segments.
  - 1.5 **Metro** is an Offering between two or more locations within the same metropolitan area.
  - 1.6 **Off-Net** is any Offering which does not meet the definition of On-Net in Section 1.7.
  - 1.7 **On-Net** is any Offering which connects two locations to which Zayo is already providing the same type of Offering at the time of the Customer Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Offerings (as defined herein) or special construction.
  - 1.8 **OPS or Optical Protection Switch Module** is Zayo-owned equipment used in a protected Wavelength Offering that automatically switches between primary and secondary paths.
  - 1.9 **Out of Band Management** is connectivity provided by infrastructure separate from the Private Wavelength Network Offering in which it is providing visibility, in order to provide access for alarming related to Offerings and configuration changes and ongoing management tasks, including day-to-day remote access.
  - 1.10 **OSP** is a physical fiber optic cable owned and maintained by Zayo within the public right of way.
  - 1.11 **Point of Demarcation** is the network interface point where Customer’s handoff occurs.
  - 1.12 **Private Network** is an Ethernet or Wavelength division multiplexing (WDM) system consisting of dedicated fiber components and equipment built as a closed system, (i.e. not utilizing any shared infrastructure) and to a specific set of requirements, as identified in the applicable Customer Order, which is managed by Out of Band Management.
    - 1.12.1 **Private Data Network or PDN** is an ethernet system consisting of dedicated fiber components and equipment built as a closed system (i.e not utilizing any shared infrastructure), as set forth in a separate Private Data Network Offerings Customer Schedule.
    - 1.12.2 **Private Wavelength Network or PWN** is a WDM system consisting of dedicated fiber components and equipment built as a closed system (i.e. not utilizing any shared infrastructure).
  - 1.13 **Protection** is a single dedicated non-linear, protected point-to-point optical transport circuit between two (2) sites provisioned over dedicated WDM infrastructure utilizing diversely routed OSP optical fiber paths, separate line cards and OPS Module provided by Zayo. The protected service, as set forth below, supports a 2-fiber Customer interface.

- 1.14 **Protection Mechanism** is a hardware or software based solution to enable automatic switching of traffic around a fault detected in the network segment supported by the Private Wavelength Network Offering. Protection mechanisms include OPS Modules.
- 1.15 **Specifications** means both the definitions and performance specifications of an Offering detailed in a Customer Order.
- 1.16 **Third Party Offering** is a circuit or fiber optic infrastructure provided by a Third Party Provider that enables an Off-Net Offering.
- 1.17 **Third Party Provider** means a provider of a Third Party Offering.
- 1.18 **Wavelength** is an optical transport circuit utilizing WDM components.

2. **PRIVATE WAVELENGTH NETWORK OFFERING DESCRIPTION.** A Private Wavelength Network Offering is available as a fully managed solution utilizing Wavelength network infrastructure on top of dedicated fiber pair and equipment.

- 2.1 A Private Wavelength Network Offering is available in four (4) different Offering types. The bandwidth for each PWN ordered by the Customer will be stated in a Customer Order as one of the following types:
  - 2.1.1 **Point-to-Point (Unprotected or Standard):** One (1) or more ethernet or optical transport circuits provisioned over dedicated infrastructure utilizing dedicated optical fibers and dedicated transport components and equipment at each Customer location. Additional configuration options may include, but are not limited to: diversity requirements, route specifications as specified in the applicable Customer Order.
  - 2.1.2 **Point-to-Point (Diverse):** A point-to-point system offering two (2) linear, unprotected point-to-point circuits between two (2) sites of diversely routed OSP optical fiber paths and separate line cards. Additional diversity options may include, but are not limited to: entrance facilities, riser, rack, chassis, power, as specified in the applicable Customer Order.
  - 2.1.3 **Point-to-Point (Protected):** A point-to-point diverse offering with the addition of protection through the use of an OPS Module managed by Zayo, which shall be stated on the applicable Customer Order.
  - 2.1.4 **Ring:** A multiple location network providing unprotected, diverse, or protected OPS Module offerings via optical diverse line side paths between any location/node within the network to any location/node. Additional diversity options may include but are not limited to: entrance facilities, riser, rack, chassis, and power, as specified in the applicable Customer Order.

3. **SERVICE REQUESTS AND DELIVERY.**

- 3.1 **Customer Order Acceptance.** Within five (5) business days of Zayo's acknowledgment to Customer of receipt of a Customer Order for On-Net Offerings, or within five (5) business days after Zayo's receipt of its Off-Net provider's projected service activation date for Off-Net Offerings, Zayo will notify Customer (in writing or electronically) of its acceptance of the Customer Order ("**Customer Order Acceptance**"). Upon Zayo's acceptance, a Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Order Term stated therein, except as provided in the MCA or this Customer Schedule. Zayo may accept or reject any submitted Customer Order in its sole discretion.
- 3.2 **Customer Activation.** After Zayo has determined that the Offering conforms to the relevant Offering Specifications, Zayo will notify Customer that the Offering has been activated in accordance with the Customer Order 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 five (5) days following the Activation Date in which to notify Zayo that it is rejecting the Offering because the Offering does not meet the Offering Specifications. If Customer has notified Zayo within such five (5) day period that the Offering does not meet the Offering Specifications, 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 Activation Notice date shall not prevent Zayo from billing Customer for the Offering. If the Activation Date is delayed as a result of Customer's failure to meet its responsibilities under this Customer Schedule, the Activation Date will be deemed to be the date that Zayo has completed its tasks to deliver the Offering to the best of its ability.

**3.3 Incrementally Delivered Offerings.** Unless otherwise specified in a Customer Order, for individually delivered Offerings, Zayo may incrementally deliver when ready, which may result in different Activation Dates for such incrementally delivered Offerings. For multipoint and diverse Offerings, Zayo may incrementally deliver such Offerings to each Customer location when ready, and the Order Term for such incrementally delivered multipoint or diverse Offerings shall begin on the Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Order Term from the Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Customer Order, the charges associated with a delivered service will be based upon the Allocated MRC. For all multipoint Offerings, Outage Credits shall be granted only to affected Customer locations based on Allocated MRC.

#### 4. COMPONENTS AND INSTALLATION.

**4.1 Zayo Components.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's components and equipment ("**Zayo Components**"). Zayo Components shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to Customer, or any other person, any ownership right, title or interest whatsoever in Zayo Components (other than the access rights included within an Offering), notwithstanding that such Zayo Components may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo's ownership interest in Zayo Components. Customer shall not adjust, align, attempt to repair, relocate or remove Zayo Components, except as expressly authorized in writing by Zayo. Customer shall be liable for any loss of or damage to Zayo Components caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain rack space and power to support Zayo Components for the Offering for the duration of the Order Term. Unless specified in a Customer Order, Customer shall be responsible for all third party cross-connections to Zayo Components and related Costs.

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

**4.3 Customer Equipment.** Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Customer Order. Components, equipment and activity beyond the Point of Demarcation and/or interconnection between Zayo's facilities and terminal components and the wiring at the Point of Demarcation shall be the responsibility of Customer ("**Customer Equipment**"). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Offering and the Zayo Network. Zayo shall have no obligation to install, maintain or repair any non-Zayo components or equipment, including any Customer Equipment. If, on responding to a Customer-initiated service call, Zayo reasonably determines that the cause of the

deficiency was a failure, malfunction or the inadequacy of components or equipment other than the Zayo Components, Customer shall compensate Zayo for actual time and materials expended during the service call.

**5. PERFORMANCE LEVEL TARGETS.** The following are the performance level targets for the availability (measured on a monthly basis) of Private Wavelength Network Offerings.

**Long Haul Private Network Performance Level Target**

Configuration	Performance Level Target
Standard	99.5%
Diverse	99.9%
Protected	99.9%

**Metro Private Network Performance Level Target**

Configuration	Performance Level Target
Standard	99.9%
Diverse	99.99%
Protected	99.99%

**6. OUTAGES.**

**6.1 Outages.** An outage (“**Outage**”) occurs when Customer experiences complete break(s) in transmission measured from the first ten (10) consecutive severely errored seconds (“**SESSs**”) on the affected Offering until the first ten (10) non-SESSs which is known by Zayo; provided, however, that any such break in transmission will not be deemed an Outage if resulting from: (a) any act or omission of the Customer or its end users, or its representatives, contractors, agents, authorized invitees, successors or assigns; (b) any act or omission by a third party not in Zayo’s control; (c) the configuration, failure or malfunction of non-Zayo components, equipment or systems; (d) any Outage caused by an emergency, scheduled maintenance or planned enhancements or upgrades to Zayo’s network; (e) Zayo not being given access to premises; or (f) a Force Majeure Event. Each of the foregoing events shall be deemed an “**Excused Outage**.” A SES is measured with a bit error ratio of greater than or equal to 1 in 1000.

**6.2 Outage Credit.** In the event of an Outage, Customer may be entitled to an outage credit per the credits set forth in Section 5 (“**Outage Credit**”). For any multipoint Offering, the Allocated MRC shall be used for purposes of calculating the Outage Credit per Section 5. The duration of an Outage begins when Zayo records a trouble ticket number and ends when the Offering is restored or not failing to meet the Performance Level Targets in Section 5 (“**Outage Duration**”). Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining the Outage Credit. The Outage Credit to which Customer may be entitled is ten percent (10%) of the Allocated MRC for each two (2) hour period that the Offering is unavailable, or Outage Duration, following the Performance Level Target set forth in Section 5. The maximum Outage Credit in a calendar month for any affected circuit shall not exceed fifty percent (50%) of the MRC for the affected circuit. Outage Credits are available for On-Net Offerings as described above. Outage Credits for Off-Net Offerings are passed through based on credits received from the underlying Off-Net provider.

**6.3 Chronic Outage.** Customer may terminate an affected single circuit of an On-Net Offering (“**Terminated Circuit**”) without incurring early termination charges if: (i) for an On-Net Protected or Diverse Offering, Customer experiences three (3) or more related Outages, each with an Outage Duration lasting more than one (1) hour in any thirty (30) day period; or (ii) for an On-Net Unprotected Offering, Customer experiences three (3) or more related Outages, each with an Outage Duration lasting more than eight (8) hours in any thirty (30) day period. In order to exercise a right to terminate

under this Section, Customer must notify Zayo of its intent to terminate the affected Offering in writing within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section if it fails to provide the requisite notice within such thirty (30) day period. Zayo reserves the right to refuse the foregoing termination right if Customer has any past-due balances. Notwithstanding the foregoing, Customer may not terminate the affected Offering under this section if Zayo is able to cure (to Customer's reasonable satisfaction) the issue(s) giving rise to such Outages under this provision within thirty (30) calendar days of the chronic outage triggering event. Subject to the terms set forth herein, if Customer exercises this chronic outage termination right, Customer's MRC for the applicable Customer Order will thereafter be reduced by the corresponding MRC of the Terminated Circuit.

7. **ISSUANCE OF CREDITS.** In order to receive an Outage Credit, Customer must (a) immediately report the Outage for US Offerings to the **Zayo Network Control Center** at **(866) 236-2824** or [ncc@zayo.com](mailto:ncc@zayo.com), for Canadian Offerings to the **Zayo Canada Network Control Center** at **(888) 404-9296** or [CANCC@zayo.com](mailto:CANCC@zayo.com), or for EU Offerings to **Zayo Network Control Centre** at **+44 (0) 20 3846 4222**, or [eunoc@zayo.com](mailto:eunoc@zayo.com), (b) open a trouble ticket, and (c) make a written request for a credit within thirty (30) 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. Outage Credits will be granted only if Customer has afforded Zayo reasonable access to Customer's premises for appropriate repairs, maintenance, testing and any other work in order to remedy the cause of the Outage. Outage Credits will be granted only if Customer has paid all outstanding invoices by the Due Date thereof. The issuance of credits pursuant to this Section is Zayo's sole obligation and, along with termination in accordance with Section 6.3 above, Customer's sole remedy for any failure or non-performance of Private Wavelength Network Offerings under this Customer Schedule. Outage Credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.
8. **THIRD PARTY OFFERINGS.** Zayo's Offerings may incorporate offerings provided by a third party ("**Third Party Provider**"), including, but not limited to, interconnect offerings (collectively, "**Third Party Offerings**"). The costs of Third Party Offerings will be reflected in the applicable Customer Order provided that Zayo may adjust the rates for Offerings that incorporate Third Party Offerings to reflect, without mark up, any increases in costs imposed on Zayo for Third Party Offerings after the effective date of the applicable Customer Order. The specific terms and performance metrics associated with Third Party Offerings, including any available credits for non-performance, are limited to Zayo's terms with the applicable Third Party Provider. If Customer cancels an Offering that incorporates Third Party Offerings without cause prior to the expiration of the applicable Order Term, Customer shall reimburse Zayo for any costs incurred by Zayo to terminate such Third Party Offerings, plus any charges remaining under the MCA and this Customer Schedule. Where a Customer has requested a disconnect for an Offering for which an LOA/CFA was required, the Customer must produce documentation of disconnect confirmation (Disconnect FOC or other) from the Third Party Provider.
9. **Routine Maintenance.** "Routine Maintenance" is routine and preventative maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network. 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 fourteen (14) calendar days prior notice of such Routine Maintenance that Zayo reasonably believes may impact Customer's Offering. All maintenance other than Routine Maintenance as described above shall be deemed to be "Non-Routine Maintenance", including emergency maintenance that restores functionality of the Offerings.
10. **Non-Routine & Emergency Maintenance.** For any Non-Routine Maintenance performed to restore functionality of the Offering (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 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](mailto:ncc@zayo.com). Escalation procedures following opening of a Trouble Case can be found at <https://tranzact.zayo.com/#!/escalation-lists>.

SIGNATURE PAGE TO FOLLOW

**ZAYO GROUP, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY NAME**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**CUSTOMER SCHEDULE  
Ethernet, IP, & WANs**

This Ethernet, IP, and WANs Customer Schedule ("**Customer Schedule**") dated **MONTH DAY, 20 YR**, is subject to, and made a part of, that Master Customer Agreement or Master Service Agreement ("**MCA**" or "**Master Customer Agreement**") dated **MONTH DAY, 20 YR** entered into between the undersigned Parties. Zayo owns and operates fiber networks and other related telecommunications facilities and is in the business of providing certain Ethernet, IP, and WANs connectivity offerings (each, an "**Offering**", collectively, "**Offerings**"). Capitalized terms not defined herein will have the meaning ascribed to such terms in the MCA.

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

- 1.1 95th Percentile Calculation** means the calculation method used to measure Bandwidth usage for Customer Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
- 1.2 Allocated MRC** means, for a multipoint Offering, a portion of MRC allocated by Offering and/or each Customer location as specified on a Customer Order, and if not so specified in a Customer Order then prorated based on the number of locations associated with the Offering.
- 1.3 Bandwidth** means the amount of data (quantified as Mbps ("**M**") or Gbps ("**G**")) made available to Customer as specified in a Customer Order, or in the event of usage based billing, the amount of data actually transmitted by Customer's Equipment.
- 1.4 Bandwidth Commitment** means the Customer's commitment to pay for a certain level of Bandwidth on a monthly basis. Customer agrees to pay the MRC specified on the Customer Order as a minimum monthly charge regardless of actual usage. Any applicable Bandwidth Commitment will be specified on a Customer Order.
- 1.5 Burst Bandwidth** means the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will result in a usage charge at the burst rate identified in the Customer Order, based on the 95th Percentile Calculation. Usage charges are billed in arrears representing excess usage for the prior month. Burst Bandwidth must be specified on a Customer Order to be applicable.
- 1.6 Demarcation Point** means the interface port where Zayo hands off service to Customer unless otherwise specified on a Customer Order.
- 1.7 Diverse Offering** means an Offering designed to reduce points of failure by maintaining separation of paths, routes or equipment. Zayo offers a variety of diverse solutions. The Customer Order for such Offering shall specifically state that such Offering is a Diverse Offering and will include the type of diversity applicable to such Offering.
- 1.8 NNI** means "**Network-to-Network Interface**" and is an interface used to interconnect a customer's network to Zayo's network.
- 1.9 Off-Net** means any Offering which does not meet the definition of On-Net in Section 1.10.
- 1.10 On-Net** means any Offering which connects two locations to which Zayo is already providing the same type of Offering at the time of the Customer Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Offerings (as defined herein) or special construction.
- 1.11 Protected Offering** means an Offering which includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. For an Offering to be deemed a Protected Offering hereunder, the Customer Order for such Offering shall specifically state that such Offering is a Protected Offering.
- 1.12 Offering Element** means each Offering element set forth in Section 6 for which a Performance Level Target is prescribed (e.g., Availability and Latency).

**1.13 Third Party Cloud Provider (TPCP)** means a non-Zayo entity offering a cloud-based platform, infrastructure or application to which Customer desires to interconnect an Offering, and with which Customer has a direct commercial relationship.

**1.14 UNI** means “**User Network Interface**” and is an interface used to interconnect a customer’s network to Zayo’s network.

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

**2. ACCEPTABLE USE POLICY.** All Offerings are subject to and conditioned upon Zayo’s Acceptable Use Policy published at [www.zayo.com](http://www.zayo.com), which is hereby incorporated into this Customer Schedule.

### **3. OFFERING DESCRIPTIONS**

#### **3.1 IP Transit/DIA Offerings**

**3.1.1 IP Transit (“IP Transit”)** provides multiservice 1G, 10G and/or 100G ports (minimum 1G commit for a 10G port) available only in designated Zayo IP Points of Presence (“**POP**”). Customer provides cross-connect within POP.

**3.1.2 Dedicated Internet Access (“DIA”)** is connectivity and access to the Internet via Zayo’s peering arrangements with various Internet service providers. DIA is provided from a Zayo POP to a customer location.

**3.1.3 Additional Features:** Customer may request related services, including additional IP addresses, aggregated billing, Burst Bandwidth, primary and secondary domain name service (“**DNS**”), or border gateway protocol (“**BGP**”) services.

**3.1.4 DDoS Protection Offering.** Distributed denial of service (“**DDoS**”) attacks may from time to time affect the Offering that Zayo provides to Customer by flooding Customer’s system with incoming traffic. Zayo’s DDoS protection Offering (“**DDoS Protection**”) is an optional service which attempts to mitigate DDoS attacks in accordance with the following procedure:

**3.1.4.1** Prior to the Activation Date, Customer and Zayo shall agree on a list of IP addresses to which the DDoS Protection applies;

**3.1.4.2** Upon service activation, Zayo will perform an analysis of Customer’s normal Internet traffic and use this traffic profile to identify potential anomalies that could indicate a DDoS attack; and

**3.1.4.3** Upon detection of anomaly that is indicative of a DDoS attack, Zayo will notify pre-determined Customer contacts that traffic patterns indicate a DDoS attack.

**3.1.4.4** DDoS Protection includes managed re-routing of Customer’s DDoS-impacted traffic to one of Zayo’s global scrubbing facilities which attempts to identify and remove the offending traffic; and

**3.1.4.5** DDoS Protection does not include: load balancing of traffic or of the Offerings; permanent archival/storage of log files; forensics or investigations; legal case preparation or PR incident support; security consulting services; disaster recovery planning; or permanent filtering/cleaning of traffic.

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

**3.1.4.7** Special Terms for Sustained DDoS Attack - Zayo may suspend or blackhole Customer’s traffic without notice if Customer suffers a sustained DDoS attack whereby Customer’s traffic materially impacts Zayo’s network.

**3.1.5 Shared Broadband Internet Offering** is provided across a Zayo partner network using shared access technology and bandwidth is not assured due to the access network being subject to oversubscription. Bandwidth speeds are “up to” the quoted amount and typically upload and download speeds are asymmetric. The Performance Level Targets shall not apply to Shared Broadband Internet Offering.

**3.2 Ethernet LAN (“ELAN”)** is a layer 2 service comprised of a connection to a Zayo POP providing multipoint-to-multipoint Ethernet transport between Customer locations. ELAN Offering can support unicast traffic and a limited amount of multicast or broadcast traffic. ELAN can be provided with QoS which allows Customer to differentiate traffic within the ELAN and on the Zayo network.

**3.3 Ethernet (“Ethernet”)** is a layer 2 service that provides dedicated or shared point-to-point or point-to-multipoint connectivity for transport of voice, data, video or other forms of communications traffic. Ethernet Offerings meet IEEE 802.3 standards and uses 802.1Q VLAN tagging and stacking to support certain configurations. Ethernet Offerings generally follow the Metro Ethernet Forum definitions of Ethernet Private Line (“**EPL**”) and Ethernet Virtual Private Line (which may also be referred to as VPLS on a Customer Order) (“**EVPL**”) network configurations and can be purchased with the following configurations:

**3.3.4 EPL:** Metro or intercity Offering comprised of a UNI at each Customer site connected via an Ethernet virtual circuit (“**EVC**”) providing point-to-point Ethernet transport.

**3.3.5 EVPL – UNI:** A UNI handoff which connects to an NNI via an EVC.

**3.3.6 EVPL – NNI:** A NNI handoff which aggregates multiple EVC Offerings.

**3.4 IP for Virtual Private Networks (“IP-VPN”)** is a layer 3 service leveraging Zayo’s IP network. IP-VPN provides a virtual private network (“**VPN**”) that supports the interconnection of multiple Customer locations through Zayo’s multiprotocol label switching (“**MPLS**”) network backbone. IP-VPN is delivered to the Customer premises over On-Net or Off-Net facilities, and distributed as a Layer 3 Internet Protocol (“**IP**”) service from the Customer Premises Equipment (“**CPE**”) router. IP-VPN can be provided with QoS which allows Customer to differentiate traffic within the IP-VPN Offering and on the Zayo network.

**3.4.4 Management Type:** IP-VPN Offering may be available with the following managed service options on a per-location basis.

**3.4.4.1 Unmanaged:** Access to utilization reporting in the Tranzact portal.

**3.4.4.2 Basic Management:** Access to utilization and performance reporting in the Tranzact portal and Offering may be offered with Proactive Notification (see Section 3.7) as an optional service.

**3.4.4.3 Advanced Management:** Includes Basic Management features plus router configuration, change management, and hardware support.

**3.4.5 IP-VPN Managed Router:** Customer may request Zayo provide a CPE router to enable the following Zayo-managed configurations. Advanced Management is required for this option.

**3.4.5.1** Customer edge routing protocol enablement

**3.4.5.2** Dynamic Host Configuration Protocol (DHCP) server or DHCP relay

**3.4.5.3** Access Control Lists (ACL)

**3.4.5.4** Static routes

**3.4.5.5** Secondary IP address

**3.4.5.6** Read Only Simple Network Management Protocol (ROSNMP) access

**3.4.5.7** Netflow to Customer collector

- 3.5 Software-Defined Wide Area Network (“SD-WAN”)** is a virtual overlay network which provides a fully-meshed, private VPN service. SD-WAN is a managed service using controllers, network gateways, and Zayo-provided Meraki hardware and software at the Customer premises. SD-WAN Offering provided pursuant to this Customer Schedule is limited to the provision of Meraki hardware and software; other SD-WAN offerings may be available to Customer under Zayo’s Edge Solutions Customer Schedule. Notwithstanding the foregoing, this Offering may be configurable with and application level traffic steering and includes an online portal. Network access methods for SD-WAN may include “bring-your-own-Internet-access” wired or wireless Internet connectivity. After SD-WAN activation, Customer may submit change requests to Zayo or request access to self-manage configurations via the portal. Zayo will provide up to five (5) configuration changes per network, per month, subject to availability, at no additional charge, however, Zayo may charge Customer for excessive changes or corrections.
- 3.6 Cloudlink** is a Layer 2 or Layer 3 Offering providing direct private connectivity to a TPCSP network interconnect point of presence. While on the Zayo network, traffic destined for the TPCSP, or received from the CSP does not traverse the public Internet and travels across a private customer circuit. CloudLink can be used on a variety of transporting methods including WAN, Ethernet and Wavelengths. CloudLink performance level metrics are based on the transportation method. The performance level metrics for Cloudlink using Wavelengths are addressed in that specific Customer Schedule for Wavelengths Offerings.
- 3.6.1 WWAN CloudLink** is an Offering that enables Customer to extend their IP-VPN, SD-WAN, or ELAN to a TPCP in order to share TPCP services to one (1) or more Customer locations on the IP-VPN, SD-WAN, or ELAN.
- 3.6.2 BGP Management:** Customer must establish a direct relationship with each TPCP and is solely responsible for all charges or costs from the TPCP. Customer is responsible for: (1) all BGP sessions connecting to and within the TPCP network; and (2) all public and private addresses required by the TPCP.
- 3.6.3 Managed IP-VPN Option:** IP-VPN connectivity for CloudLink may include Zayo-provided managed routers at the Customer premises. This option may include Network Address Translation (NAT) for the integration of public TPCP offerings.
- 3.6.4 Hosted CloudLink** is an Offering where Customer shares a multi-tenant Cloud Service Provider (CSP) port. Traffic is separated via individual VLAN IDs. Due to its shared nature, this Offering is not intended to support any one customer’s high sustained traffic, and Zayo reserves the right to throttle Customer’s traffic if Customer’s high-sustained traffic impacts other customers’ use of the shared CSP port.

#### 4. COMPONENTS AND INSTALLATION.

- 4.1 Zayo Components.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo’s components and equipment (“**Zayo Components**”). The Zayo Components shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to Customer, or any other person, any ownership right, title or interest whatsoever in the Zayo Components (other than the access rights included within an Offering), notwithstanding that such Zayo Components may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo’s ownership interest in the Zayo Components. Customer shall not adjust, align, attempt to repair, relocate or remove the Zayo Components, except as expressly authorized in writing by Zayo. Customer shall be liable for any loss of or damage to the Zayo Components caused by Customer’s negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same within thirty (30) days after receipt by Customer of a request for reimbursement. Customer, at its sole cost and expense, shall be required to obtain space and power to support the Zayo Components for the Offering for the duration of the Order Term.
- 4.2 Access and Customer Premises Obligations.** Customer, at its sole cost and expense, shall provide Zayo with all necessary information and access to all applicable Customer locations for purposes of providing the Offerings, including installation, maintenance, and repair of Zayo Components on Customer premises. For purposes of the preceding sentence, “access” shall include without limitation any necessary license(s) to access, occupy and conduct telecommunication operations within each respective building and or property for the duration of the Order Term (including any necessary rights for Zayo to enter and access each building, and for providing all necessary cable pathways, building access and/or occupancy fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo’s fiber termination panel). However, notwithstanding Customer’s foregoing responsibility, if Zayo is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Zayo for its costs related to obtaining and maintaining such licenses during the Order Term. Zayo shall provide reasonable notice under the circumstances to Customer prior to entering Customer’s point of presence to install, maintain or repair any of the Zayo Components.

Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

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

## 5. SERVICE REQUESTS AND DELIVERY.

- 5.1 Acceptance and Projected Activation Date.** Within five (5) business days of Zayo's acknowledgment to Customer of receipt of a Customer Order for On-Net Offerings, or within five (5) business days after Zayo's receipt of its Off-Net provider's projected service activation date for Off-Net Offerings, Zayo will notify Customer (in writing or electronically) of its acceptance of such Customer Order ("**Customer Order Acceptance**"), at which time such Customer Order becomes a binding obligation to purchase the Offerings therein, or rejection of such Customer Order, in which case Zayo will communicate to Customer why it is unable to accept such Customer Order. Zayo may accept or reject any submitted Customer Order in its sole discretion.

- 5.2 Firm Order Commitment Date.** Unless the date by which Zayo estimates it will turn over the Offering for Customer's use ("**FOC Date**") is already stated in a Customer Order, Zayo will provide the FOC Date following submission of the Customer Order. For Off-Net Offerings, Zayo shall notify Customer of the FOC Date within two (2) business days after Zayo receives an installation date from its Third Party Provider.

- 5.3 Offering Activation.** After Zayo's required tasks have been completed and Zayo has determined that the Offering conforms to the relevant Customer Order, Zayo will notify Customer that the Offering has been activated in accordance with the Customer Order and is available for use by Customer ("**Offering 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 Offering Activation Notice to Customer. Customer shall have five (5) days following the Activation Date in which to notify Zayo that it is rejecting the Offering because the Offering does not conform to the Customer Order. If Customer has notified Zayo within such five (5) day period that the Offering does not conform to the Customer Order, then Zayo shall take such steps reasonably necessary to conform the Offering to the Customer Order, at which time Zayo shall issue a new Offering Activation Notice and the Customer acceptance process above shall be repeated. If the Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the MCA or this Customer Schedule, the Activation Date will be deemed to be the later of (a) the FOC Date or (b) the date that Zayo has completed its tasks to deliver the Offering to the best of its ability.

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

## 6. PERFORMANCE LEVEL TARGETS

- 6.1 Availability:** For IP-VPN, ELAN, CloudLink, SD-WAN, and Ethernet, "**Availability**" means the percentage of time that a Customer location is connected to and can be reached by one or more other Customer locations on the same Customer network. For DIA and IP Transit, Availability means the percentage of time a Customer location can access the Internet. If the Offering is unavailable, measurement of the unavailable period begins when a Zayo trouble ticket is opened and is calculated on a calendar month basis. The Offering Credit to which Customer may be entitled is ten percent (10%) of Allocated MRC for each two hour period that the Offering is unavailable following the Performance Level Target set forth below. Outage Credits are available

for On-Net Offerings as described above. Outage Credits for Off-Net Offerings are passed through based on credits received from the underlying Off-Net provider.

Availability		
Offering	Configuration	Performance Level Target
IP-VPN	Unprotected	99.9%
	Protected	99.95%
	Diverse	99.99%
ELAN	Unprotected	99.9%
	Protected	99.95%
	Diverse	99.99%
DIA	Unprotected	99.9%
	Protected	99.95%
IP Transit	Unprotected	99.9%
	Protected	99.95%
CloudLink	Unprotected	99.9%
	Protected	100%
SD-WAN Meraki	Customer-Provided Internet Access	Not Guaranteed
	Zayo-Provided 1 Wired Internet Connection	99.99%
	Zayo-Provided 1 Wired and 1 Wireless LTE/4G Internet Connections	100%
Ethernet	Unprotected	99.9%
	Protected	99.95%
	Diverse	99.99%

**6.2 Latency (Inter-frame Delay):** “Latency” means time it takes for a packet of data to get from one Customer premises to a separate Customer premises and back. The Performance Level Target for Latency is applicable to packets that traverse a single network and conform to the performance attributes of the Offering. Latency Performance Level Targets are available for On-Net IP-VPN, ELAN, SD-WAN, and Ethernet Offerings and Outage Credits are calculated as ten percent (10%) of Allocated MRC for each hour beyond two (2) hours that the Offering fails to meet the Performance Level Target.

Geography	Performance Level Target
On-Net National or regional (distances up to 2500 miles)	< 65 ms
On-Net National or regional (distances over 2500 miles)	< 85 ms
On-Net Global	< 300 ms

**6.3 Packet Delivery:** “Packet Delivery” means the percentage of IP packets that are successfully transmitted across the Customer’s network without loss, measured in each direction between Zayo PEs serving the applicable Customer location. The Performance Level Target for Packet Delivery is applicable to packets that traverse a single network and conform to the performance attributes of the Offering. Packet Delivery Performance Level Targets are applicable to On-Net IP-VPN, ELAN, SD-WAN, and Ethernet Offerings and Outage Credits are calculated as ten percent (10%) of Allocated MRC for each hour beyond two (2) hours that the Offering fails to meet the Performance Level Target.

Geography	Performance Level Target
Distance up to 2500 miles	99.995%
Distance over 2500 miles	99.95%
Global	99.9%

**6.4 Jitter (Inter-frame Deviation):** “Jitter” means the one-way variance in the arrival time of packets at a Zayo PE serving the applicable Customer location, given that the packets are of equal size and presented at a constant rate, without error, and within contracted delivery rates. Zayo calculates Jitter as an average of each direction’s jitter between two Customer locations. Jitter Performance Level Targets are applicable to On-Net IP-VPN, ELAN, and SD-WAN Offerings and Outage Credits are calculated as ten percent (10%) of Allocated MRC for each hour beyond two (2) hours that the Offering fails to meet the Performance Level Target.

CE to CE Distance	Performance Level Target
Regional (intracontinental)	< 3 ms
Global (intercontinental)	< 10 ms

**6.5 Quality of Offering:** “**QoS**” means the option for prioritized traffic from applications that may compete for the same network resources by assigning pre-determined levels of network priority to bandwidth. QoS Performance Level Targets are applicable to On-Net Ethernet Offerings and Outage Credits are calculated as ten percent (10%) of Allocated MRC for each hour beyond two (2) hours that the Offering fails to meet the Performance Level Target. The following levels of QoS may be available (“**QoS Classes**”):

QoS Classes	Performance Level Target
Critical	99.8%
Preferred	99.7%

**6.6 DDoS:** If purchased, Zayo will initiate DDoS Protection (“Protection Initiation”) within fifteen (15) minutes after Zayo receives authorization from the Customer to begin protection and a trouble ticket is opened (“**Authorization**”). If Protection Initiation does not occur within fifteen (15) minutes of Authorization, then the Offering Credit is ten percent (10%) of Allocated MRC for each subsequent fifteen (15) minute period that Protection Initiation has not yet occurred.

## 7. OUTAGE CREDITS.

**7.1 Outage.** Zayo will issue Outage Credits to Customer for circuits affected by interruptions in Offering for Offering Element failures set forth in Section 6 (“**Outage**”); provided, however, that any such interruption or failure of an Offering Element 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 access to the premises; (e) Customer exceeding the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Customer Order; or (f) a Force Majeure Event. Each of the events described in Section 8 shall be deemed an “**Excused Outage**.”

**7.2 Outage Credit.** Customer may be entitled to one of the service credits set forth in Section 6 (“**Outage Credit**”). For any multipoint Offering, the Allocated MRC shall be used for purposes of calculating Outage Credit per the table in Section 6. The duration of an Outage begins when Zayo records a trouble ticket number and ends when the Offering is restored or not failing to meet the Performance Level Targets in Section 6 (“**Outage Duration**”). Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits. Unless otherwise specified, the Performance Level Objectives applicable to CloudLink Offerings shall be the Performance Level Objectives applicable to the underlying Offering used to deliver such CloudLink Offering. In the event of an Outage during which Customer experiences multiple Offering Element failures and/or Outages, the Outage Credits for each affected Offering Element shall not be aggregated; rather, the Outage Credit shall be the greater of the Outage Credit applicable to any individual Offering Element in Section 6. The maximum Outage Credit in a calendar month for any affected circuit shall not exceed 50% of the Allocated MRC for the affected circuit.

**7.3 Chronic Outage:** Customer may terminate the affected On-Net Offering without incurring early termination charges if: (i) for an On-Net Protected Offering, Customer experiences three (3) or more related Outages on such Offering, each with an Outage Duration lasting more than one (1) hour in any thirty (30) day period; or (ii) for an On-Net Unprotected Offering, Customer experiences three (3) or more related Outages on such Offering, each with an Outage Duration lasting more than eight (8) hours in any thirty (30) day period. In the event of an Outage during which Customer experiences multiple Offering Element failures and/or Outages, the Outage Duration for each affected Offering Element shall not be aggregated; rather, the Outage Duration used to calculate the applicable Outage Credit under Section 7.2 above shall apply for purposes of determining whether Customer is entitled to terminate the affected Offering under this Section. In order to exercise a right to terminate under this Section, Customer must notify Zayo of its intent to terminate the affected Offering in writing within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section if it fails to provide the requisite notice within such thirty (30) day period. Zayo reserves the right to refuse the foregoing termination right if Customer has any past-due balances. Notwithstanding the foregoing, Customer may not terminate the affected Offering under this section if Zayo is able to cure (to Customer's reasonable satisfaction) the issue(s) giving rise to such Outages under this provision within thirty (30) calendar days of the chronic outage triggering event.

**8. ISSUANCE OF CREDITS.** In order to receive Outage Credit, Customer must (a) immediately report the Outage to the NCC and open a trouble ticket and (b) make a written request for an Outage Credit within thirty (30) calendar 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 and Customer's right to terminate in

accordance with Section 7.3 above are Customer's sole remedies 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.

- 9. **THIRD PARTY SERVICES.** The Offerings may incorporate services provided by a third party ("**Third Party Provider**"), including, but not limited to, interconnect services (collectively "**Third Party Offerings**"). The costs of Third Party Offerings will be reflected in the applicable Customer Order provided that, following written notice to Customer, Zayo may adjust the rates for Offerings that incorporate Third Party Offerings to reflect, without mark up, any increases in costs imposed on Zayo for Third Party Offerings after the effective date of the applicable Customer Order. The service-specific terms and performance metrics associated with Third Party Offerings, including any available credits for non-performance or service degradation, are limited to Zayo's terms with, and credits collected from, the applicable Third Party Provider. If Customer cancels an Offering that incorporates Third Party Offerings without cause prior to the expiration of the applicable Order Term, Customer shall reimburse Zayo for any costs incurred by Zayo to terminate such Third Party Offerings. Where a Customer has requested a disconnect for an Offering for which an LOA/CFA was required, the Customer must produce documentation of disconnect confirmation (disconnect FOC or other) from the Third Party Provider.
- 10. **MAINTENANCE. "Routine Maintenance"** is routine and preventative maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network. The Zayo NOC will generally conduct such planned Schedule 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 fourteen (14) days prior notice of such Routine Maintenance that Zayo reasonably believes may impact availability. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance. For any Non-Routine Maintenance performed to restore functionality of the Offerings, Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the 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](mailto:ncc@zayo.com). Escalation procedures following opening of a Trouble Case can be found at <https://tranzact.zayo.com/#!/escalation-lists>.
- 11. **REGULATORY REQUIREMENT.** If the Federal Communications Commission (the "**FCC**"), the Canadian Radio-television and Telecommunications Commission ("**CRTC**"), any other regulatory body, or a court of competent jurisdiction issues a rule, regulation, law or order that has the effect of increasing the cost to provide the Offering or cancels, changes or supersedes any material term or provision of the Agreement (collectively "**Regulatory Requirement**"), then the Agreement shall be deemed modified in such a way as is necessary to comply with such Regulatory Requirement.
- 12. **AGGREGATED DISCONNECT.** For a multi-point Offering with aggregated bandwidth, as set forth in the applicable Customer Order, Customer may, upon ninety (90) days written notice to, and corresponding approval from, Zayo, terminate a portion of such Offering (the "Disconnected Circuit"), provided, however that if such termination is during the initial Order Term or a Renewal Term, Customer will remain liable for 100% of the remaining MRC through the applicable Order Term or Renewal Term for the Disconnected Circuit ("**Circuit Disconnection Right**"). If Customer exercises this Circuit Disconnection Right and complies with the terms provided herein, Customer's MRC for the remaining Offering may thereafter be reduced by the corresponding MRC of the Disconnected Circuit. This Circuit Disconnection Right is subject to Zayo's review and approval.

**ZAYO GROUP, LLC**

**DENVER INTERNATIONAL AIRPORT (DEN) ("CUSTOMER")**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Customer Schedule  
Edge Solutions**

This Edge Solutions Customer Schedule (“**Customer Schedule**”) is subject to, and made a part of, that Master Customer Agreement (“**MCA**” or “**Master Customer Agreement**”) dated **MONTH DAY, 20Year** entered into between the undersigned Parties. Zayo owns and operates fiber networks and other related telecommunications facilities and is in the business of providing certain Edge Solution Offerings (each “**Offering**”, collectively, “**Offerings**”). Capitalized terms not defined in this Customer Schedule will have the meaning ascribed to them in the MCA.

**1 DEFINITIONS.** The following definitions apply to the Offerings provided under this Customer Schedule:

- 1.1 Documentation:** Zayo's standard manuals related to provision and use of the Offering, as well as any diagrams, charts, configurations, scripts, and playbooks.
- 1.2 Engineering Workshop:** A remote design workshop, which will include whiteboard and design discussions with the Customer's technical team, at the conclusion of which Zayo will provide high-level and low-level network designs of the Offerings. Unless otherwise set out in this Customer Schedule or the Customer Order, Zayo will host a single one-hour remote Engineering Workshop.
- 1.3 Equipment:** Any hardware products provided to Customer by Zayo for use in connection with the Offering.
- 1.4 Equipment Remediation:** The repair, replacement and/or physical work performed by Zayo to in-scope hardware in order to remediate a service deficiency. In the case of Customer provided hardware or equipment, Zayo will action a Return Materials Authorization (“**RMA**”) on Customer's behalf via the Customer provided repair contact, in which case RMA Charges will apply.
- 1.5 Expedited Onsite Dispatch:** A Customer requested dispatch of Field Services without 5-business days advance notice. Expedited Onsite Dispatch Fees apply.
- 1.6 Incident Ticket:** A unique record in Zayo systems tracking a Customer event (P1-P4) as defined in the SLA, either initiated by Zayo or the Customer.
- 1.7 Monitored Traffic Statistics:** Customer's network traffic that is monitored, analyzed and aggregated by Zayo through Network Monitoring, including networking characteristics, usage, performance, and related statistics. Monitored Traffic Statistics does not identify any names, physical addresses, financial information, login IDs, biometric identifiers, video footage, geographic location data, customer loyalty histories, or content of the underlying data.
- 1.8 Network Monitoring:** Utilization of one or more telemetry or event sources to provide rapid visibility to network availability. Used in alerting and incident generation for Proactive Management of network services pursuant to this Customer Schedule.
- 1.9 Offering Activation:** The act of enabling Offerings and the date Managed Services begins, at which point Zayo assumes Managed Services accountability per the Customer Order and Project Plan, as more specifically set forth in Section 9.1 below.
- 1.10 Onsite Dispatch:** Zayo deploys technical resources to Customer location(s) to physically install, maintain and remediate service-related issues. Unless otherwise stated in a Customer Order, the first two (2) hours are provided at no additional charge to Customer; provided, however, that Zayo may count time for travel for locations more than 50 miles from a major metropolitan area. Beyond two (2) hours, Extended Duration Onsite Dispatch Fees apply. Notwithstanding the foregoing, the scheduled dispatch duration will be charged in full if the technician is unable to complete the requested work due to issues outside Zayo control. Dispatch charges will be waived when Zayo Equipment or Customer provided equipment under Zayo management is (i) proven to be solely at fault (ii) successfully remediated, (ii) and the remediation of such equipment is the only activity performed during the dispatch.
- 1.11 Proactive Management:** Zayo detects issues via Network Monitoring and initiates work to remedy or optimize service configuration and/or performance.
- 1.12 Reactive Management:** Customer initiates a request to Zayo to work to remedy or optimize service configuration and/or performance.

- 1.13 Return Materials Authorization (RMA) Handling:** Customer provided equipment under Zayo management that Zayo is accountable to (i) receive at its warehouse based on an Incident Ticket, (ii) review working operation of and (iii) if applicable, send for repair as required. Onsite Dispatch fees and RMA fees apply. RMA Handling does not include Zayo Equipment provided as a Managed Service.
- 1.14 Standard Business Hours:** Monday – Friday, 7AM – 7PM local time at Customer location. Excludes Zayo normally recognized holidays (details available upon request).
- 1.15 User:** Any individual who uses the Offering on Customer’s behalf or through Customer’s account or passwords.
- 1.16 User Acceptance Testing (“UAT”):** A two-hour, remote working session (during Standard Business Hours in which Zayo supports Customer’s testing and validation that the Offering conforms to the requirements of this Customer Schedule and Customer Order. UAT support is scheduled by contacting the Activations Team at Zayo. Extended User Acceptance Testing Fees apply if the Zayo’s support extends beyond the window time, or Customer requires additional testing.

**2 THE OFFERING.**

**2.1 Description.** Zayo’s network edge solution uses software-defined networking to manage and optimize the performance and management of Customer’s wide area network (“WAN”) edge, including multiple profiles, multiple data centers and edge devices, as more specifically set forth herein below and in the Customer Order. The Offerings described herein only apply in the quantities provided on the Customer Order.

**2.1.1 Project Planning.** Prior to Offering Activation, Zayo and Customer will define and agree on a list of responsibilities for both Parties and a schedule for the Offering deployment, including an initial ramp-up phase, ramp rate, and a daily Activations schedule to meet the target completion date (the “Project Plan”). Zayo will identify to Customer a Zayo Single Point of Contact (“SPOC”) to support the full scope of Zayo accountabilities. The Zayo SPOC will coordinate:

- (a) and participate in regularly scheduled project meetings via conference calls
- (b) development and delivery of an implementation plan
- (c) resource assignments, deliverable scheduling, and ongoing status reporting
- (d) project coordination with Customer and third parties involved in the Project Plan
- (e) project support with Zayo provided infrastructure, connectivity, or services where applicable

**2.1.2 Professional Services.** involves the design and engineering of the Offering, which will be completed within the timeline set forth in the Customer Order and the Project Plan and includes, as required:

- 2.1.2.1** the onboarding and migration of an existing Customer network to a Zayo edge solution and involves review of existing architecture, configuration, and implementation planning, including SD-WAN Hub, Virtual, Branch, and Home locations:
- 2.1.2.2** the configuration and virtual deployment of the Zayo edge solution including SD-WAN Hub, Virtual, Branch, and Home locations: and
- 2.1.2.3** the staging, kitting, configuration and virtual deployment of additional devices e.g., cellular modems, switches, and wireless access points (“WAPs”). (The physical deployment and installation of any equipment, hardware or devices provided by Zayo is performed pursuant to Section 4 Field Services & Kitting.)

**2.1.3 Managed Services.** involves the ongoing production support for all sites and endpoints in scope and includes, as required:

- 2.1.3.1** 24x7x365 Network Monitoring for Proactive Management, Reactive Management and Change Management. Engineering consultation via Engineering Workshops, ongoing training, and asset management.
- 2.1.3.2** device lifecycle management (e.g., repair and replacement (if applicable) of the Zayo provided services and hardware).
- 2.1.3.3** RMA Handling of Customer owned equipment via the Zayo warehouse.

**2.1.3.4** coordination of Customer purchased third party extended hardware support for all relevant Offerings.

**2.1.3.5** carrier coordination for support of activated circuits connected to supported devices (requires optional supported network power device/service).

Managed Services may include support for other Zayo network offerings, but the provision of such offerings are subject to the applicable Customer Schedule and Customer Order for such other Zayo network offerings. Zayo will be responsible for the end-user Customer experience of the provided Offering, escalations, and remediation through a commercially reasonable effort: Onsite Dispatches are billable and may require Customer onsite coordination to ensure access is provided for the field dispatch technician, as more specifically set for in Section 4 Field Services & Kitting. Onsite Dispatches without proper scheduling will be handled as an Expedited Onsite Dispatch.

### 3 USE OF OFFERING/EQUIPMENT.

**3.1 Use of the Offering.** During the Term, Customer may access and use the Offering pursuant to the terms of the Agreement, including such features and functions as set forth in the Customer Order.

**3.2 Rented Equipment.** This Section 3.2 shall only apply to Equipment that is rented (not purchased) by Customer from Zayo. Title to all Equipment remains with Zayo or its licensor at all times. Customer may not sell, lease, abandon, or give away the Equipment or permit any other person to use the Equipment, other than on Customer's behalf in connection with Customer's use of the Offering as set forth in this Customer Schedule and the Customer Order. Upon expiration or termination of the Offering, Customer must return the Equipment, at Customer's cost, in the same condition it was delivered in, reasonable wear and tear excepted. If Equipment is not received and reasonably accepted by Zayo within sixty (60) days after expiration or termination of the Offering, Customer will be invoiced for and will pay Zayo the replacement cost of all such outstanding Equipment, as calculated in Section 14 of this Customer Schedule. Zayo may modify the Equipment, either by physical replacement or by remote changes to its software or firmware, and/or the terms under which the Equipment is provided at its discretion at any time. Such change may interrupt Customer's Offering, and such interruptions will be exclusively covered under the SLA.

#### 3.3 Monitored Traffic Statistics & Privacy.

**3.3.1 Traffic Analytics and Routing.** Unless it receives Customer's prior written consent, Zayo: (i) shall not access, process, or otherwise use Monitored Traffic Statistics other than as necessary to facilitate the Offering; and (ii) shall not grant any third-party access to Monitored Traffic, including Zayo's other customers. Notwithstanding the foregoing, Zayo may disclose or provide access to Monitored Traffic (a) to licensors or subcontractors as needed to facilitate the Offering, provided such licensors or subcontractors are subject to nondisclosure obligations similar to those obligations set forth herein; and (b) as required by applicable law including compliance with valid legal process or order. Unless prohibited by applicable law, Zayo shall give Customer prompt notice of any such legal process or order and shall reasonably cooperate with Customer, at Customer's expense, in any effort to seek a protective order or otherwise to contest such required disclosure.

**3.3.2 Privacy Policy.** Zayo will use and protect information provided by Customer under this Agreement in accordance with the Privacy Policy published at: <https://www.zayo.com/privacy>. The Privacy Policy applies only to the Offering and does not apply to any third-party website or service linked to the Offering or recommended or referred to through the Offering or by Zayo's staff.

**3.3.3 Data Accuracy.** Zayo exercises no control over and is not responsible for the content of any data uploaded or downloaded through the Offering by Customer and its Users.

#### 3.4 Customer Responsibilities & Restrictions.

**3.4.1 Charges.** Charges may include MRC's, NRC's, annual recurring charges and usage charges, as more specifically set forth in the Customer Order and this Customer Schedule. Unless otherwise set forth in the Customer Order, Customer shall pay all charges in accordance with the MCA and this Customer Schedule.

**3.4.2 Use.** All Offerings are subject to Zayo's Acceptable Use Policy published at [www.zayo.com](http://www.zayo.com), which is hereby incorporated into this Customer Schedule. Furthermore, Customer shall not: (a) resell or sublicense the Offering without written permission from Zayo; (b) use or allow any third party to use the Offering (i) in violation of applicable law, regulation, or governmental order or decree, (ii) to violate any rights of others, (iii) to attempt to gain access to, test the vulnerability of, or disrupt the Offering or any other service, device, data, account, or network, (iv) to

distribute spam or malware, (v) in a way that could harm the Offering or impair anyone else's use of it, (vi) in a way intended to work around the Offering's technical limitations, recurring fees calculation, or usage limits; or (vii) in any way that allows third parties to exploit the Offering; (d) provide Offering passwords or other log-in information to any third party; (e) share non-public Offering features or content with any third party; or (f) access the Offering in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Offering, or to copy any ideas, features, functions or graphics of the Offering. Customer may use the Equipment solely for the purposes of accessing and using the Offering during the Term. Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which Customer has subscribed. Customer agrees not to use the Equipment with any unsupported hardware or software (as described in the applicable Documentation).

- 3.4.3 Violations of Use.** Zayo reserves the right to suspend and/or terminate the Offerings or a User's access to the Offerings in the event that a User engages in conduct which Zayo, in its sole discretion, determines is in violation of Section 3.4.2 above. Zayo generally will attempt to notify Customer of any activity which it deems to be in violation and will request that Customer take whatever steps necessary to get the User to cease such activity; however, in cases where the operation of the Zayo network is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Offering, harassment or copyright infringement, Zayo reserves the right to suspend or terminate the Offerings or the User's access to the Offerings without notification. Zayo reserves the right to set a reasonable time period during which Customer must take action once notified of a violation.
- 3.4.4 Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the Offering, including without limitation by protecting its passwords and other login information. Customer shall notify Zayo in writing (pursuant to the notice requirements set forth in the MCA) immediately of any known or suspected unauthorized use of the Offering or breach of its security and Customer shall use best efforts to stop (or mitigate if it cannot be stopped) such breach.
- 3.4.5 Users.** Customer is responsible for Users' use of the Offering, including without limitations, unauthorized User conduct, and any use of the Offering through Customer's account, whether authorized or unauthorized.
- 3.4.6 Customer Points of Contact.** During the Project Planning phase, Customer will identify to Zayo Customer-authorized Points of Contact ("CPOCs") for the project deployment and operational support of the Offerings. Zayo will only respond to requests for support from the CPOCs, and not other Users. If Customer designates a CPOC who is not an employee of Customer, Customer will also provide Zayo with an executed Letter of Authorization ("LOA").
- 3.4.7 Access.** Customer, at its sole cost and expense, shall provide Zayo with all necessary information and access to all applicable Customer locations for purposes of providing the Offering, including installation, maintenance, and repair of Zayo Equipment on Customer premises. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) to access, occupy and conduct telecommunication operations within each respective building and or property for the duration of the Order Term (including any necessary rights for Zayo to enter and access each building, and for providing all necessary cable pathways, building access and/or occupancy fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). However, notwithstanding Customer's foregoing responsibility, if Zayo is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Zayo for its costs related to obtaining and maintaining such licenses during the Order Term.
- 3.4.8 EULA.** By entering into this Agreement, Customer also agrees to any third-party end user license agreement ("EULA") which applies to the use of, or is provided along with, Equipment or third-party software provided to Customer in connection with the Offerings.
- 3.4.9 Active Monitoring.** For Zayo to perform Proactive Management as part of the Offering, Customer is required to have network power conditioning devices or services that reasonably protect network elements and Equipment from harm, failure, or interference ("**Network Power Conditioning**"). Network Power Conditioning can be provided by either (i) Customer at its own expense provided that such Network Power Conditioning meets Zayo's reasonable requirements, or (ii) Zayo, which can provide the necessary service and equipment at an additional cost and expense born by Customer.

**3.5 IP Rights.** Zayo retains all right, title, and interest in and to the Offering, including without limitation all software used to provide the Offering and all graphics, user interfaces, logos, and trademarks reproduced through the Offering.

### **3.6 Representations & Warranties.**

**3.6.1 Authority.** Zayo represents and warrants that it is the owner of the Offering and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted herein without the further consent of any third party. Zayo's representations and warranties in the preceding sentence do not apply to use of the Offering in combination with hardware or software not provided to Customer by Zayo.

**3.6.2 Non-Infringement.** Zayo represents and warrants that the Offerings and the use thereof by Customer in accordance with the Agreement, do not infringe, misappropriate or violate the intellectual property or proprietary rights of any third party. In the event of a breach of the warranty in this Section 3.6.2, Zayo, at its own expense and option, shall promptly: (i) secure for Customer the right to continue using the Offering; (ii) replace or modify the Offering to make it non-infringing; or (iii) terminate the infringing features of the Offering and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer's right to terminate for breach where applicable and Zayo's obligation to indemnify as set forth in Section 4.4 (Indemnification) of the MCA, the preceding sentence states Zayo's sole obligation and liability for potential or actual intellectual property infringement by the Offering.

**3.6.3 Limited Equipment Warranty.** Zayo warrants that the Equipment shall be free from defects in material and workmanship (the "**Equipment Warranty**") during the Term of the Offering. Notwithstanding anything to the contrary in the Agreement, this Equipment Warranty shall apply only to the extent the Equipment has been installed, used and maintained in the conditions specified by Zayo or, in absence thereof, at least in conditions consistent with generally accepted practices for this type of product. This Equipment Warranty will not apply in the event of any unauthorized modification or repair, or attempts thereto, of the Equipment or if the Equipment is used in combination with incompatible equipment or systems. If any Equipment fails to meet the Equipment Warranty, upon Customer's written request, Zayo shall, at Zayo's sole option and expense, promptly either repair or replace the Equipment in question. The remedies specified in this Section shall constitute Customer's sole and exclusive remedy and Zayo's sole and exclusive liability for Equipment and Zayo's breach of the Equipment Warranty hereunder.

**3.6.4 Warranty Disclaimers.** Except to the extent set forth in the SLA, in Sections 3.6.1, 3.6.2 and 3.6.3 above, or under an applicable EULA, CUSTOMER ACCEPTS THE SERVICE "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (i) Zayo HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY THAT Zayo HAS NOT ITSELF DEVELOPED; (ii) Zayo DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (iii) Zayo DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

**4 FIELD SERVICES & KITTING.** "Field Services" means the onsite dispatch for installation and repair of in-scope Zayo provided Offerings. "Kitting" means the off-site preparation by Zayo of all in-scope hardware. All hardware will be asset tagged, provisioned, and otherwise prepared for installation prior to delivery to Customer locations. Any externally or Customer sourced hardware being kitted for onsite implementation must be delivered to Zayo for asset tagging and provisioning before shipping to Customer locations. All active electronics will pass through the Zayo warehouse to ensure proper asset tracking and configuration prior to installation. Unless otherwise set forth in the Customer Order, the Term for any license or subscription for Equipment, and/or third-party software associated with such Equipment, will commence upon shipment of such Equipment or third-party software from Zayo to the applicable Customer location. Shipping and Field Services pricing can be provided prior to a Customer Order, but they are estimates only, and subject to change. Should the Customer request and Zayo agree to provide demarcation extensions or any site readiness remediation work, Zayo will provide an estimate for Customer approval prior to proceeding. Customer agrees to cover at Zayo's cost any unexpected expenses incurred beyond the estimate to complete the work. Zayo will make the Customer aware of any unexpected expenses in a timely manner.

**4.1 Customer Provided Field Services.** If Customer is performing the field services, Zayo's support is limited to remote cutover and remote UAT of all sites in scope in accordance with this Customer Schedule. Customer will provide all

necessary on-site support and 'smart-hands' services. Once each in-scope element has been configured to the specified requirements and unit testing has been completed, Zayo's activations team will support Customer's testing in accordance with the agreed upon UAT process. Hardware Storage Fees apply for any Customer provided hardware that remains in Zayo possession greater than sixty (60) days that is not expressly covered under a Customer Order.

- 4.2 Expedited Onsite Device Replacement.** Should Customer opt to purchase Zayo's expedited onsite replacement services ("**Expedited Onsite Device Replacement**"), Zayo will store replacement equivalent hardware in-region and once a device replacement is determined necessary, request the dispatch of replacement hardware to Customer location. Onsite replacement time objectives will align with the timeline in the Customer Order (typically 4 hours from the time of dispatch), or the Customer requested deferred arrival time if applicable so long as the location is within a Metropolitan Area, all other areas will be best-effort delivery. Replacement support is applicable only to Zayo Equipment expressly covered under a Customer Order. For clarity, locations that do not opt into the expedited service will be handled via normal replacement processes and their intervals. Expedited Onsite Dispatch Fees will be charged should Customer request expedited replacement and the original hardware be found not to be faulty or the cause of the issue.
- 5 CHANGE MANAGEMENT.** Managed Services supports configuration modifications required to resolve an issue or make a Customer requested change to a device or devices; management and deployment of Zayo approved manufacturer provided firmware updates, patches, and upgrades; and implementation of other configuration changes to the network, adhering to the ITIL Change Management policies described below:

**Standard:** Single site, low priority/risk changes are performed by the NOC team. These changes can typically be completed same-day and include: interface changes, business policy add/remove/change, static route, port forwards/NAT rules, firewall rules, add/remove user, flush flows, reboots, service restart, force failover, and site closures.

**Normal:** Medium to high-risk configuration changes, or changes that could impact five (5) or more locations, will be reviewed during our Change Advisory Board ("**CAB**") weekly and coordinated/scheduled with the Customer.

**Emergency:** High Risk/High Impact emergencies that require an immediate change to restore services, require Zayo management approval and peer review by Zayo engineering team.

In-scope changes are limited to centrally managed profile or template-based scripts to device configurations and are included at no additional cost.

Large-scale changes, or those that cannot easily be automated, requiring manual individual device labor to fifty (50) or more unique sites may incur additional fees.

Engineering Consultation Fees apply if a Customer requested change requests consultation to jointly define the change request.

All Customer devices in the network must be covered under vendor support. One-Time setup services, depot services for spare hardware, shipping or other logistical fees, onsite dispatch, inConnect eBonding or any other items not listed above are not included.

- 6 ZAYO PROVIDED NETWORK CONNECTIVITY.** Network connectivity services may be available from Zayo as a fiber-based, broadband, or wireless solution, as more specifically set forth below, and in the Customer Order. Zayo provided network connectivity is intended only, to support the Offering provided under this Customer Schedule, and Customer acknowledges and agrees to limit its use of such network connectivity as such. Zayo monitoring tools and systems (including underlying service provider datasets) will be used for all measurements and calculations (including usage measurements, SLA monitoring, trouble ticket systems and network performance).
- 6.1 Fiber-Based & Broadband.** Zayo network connectivity Offerings will be installed at the Customer location per the agreed upon demarcation point (typically the minimum point of entry ("**MPOE**") on the Customer Order. Components, equipment and activity beyond the demarcation point and the wiring at the demarcation point shall be the responsibility of Customer. Zayo will perform service validation in conjunction with the underlying third party service provider and in accordance with this Customer Schedule. Zayo reserves the right to perform network grooming and optimization activities on Zayo provided network connectivity through properly scheduled change windows with the Customer. Zayo does not guarantee diversity (unless specified) or service technology types and reserves the right to replace underlying services in alignment with the Customer Order requirements.
- 6.2 Cellular Wireless (4G, LTE, 5G+).** Zayo' cellular wireless network connectivity Offering supports "4G", "LTE", and "5G" wireless broadband standards. Unless otherwise set forth in the Customer Order, the terms set forth below apply to the

cellular wireless connectivity Offerings. Zayo is not responsible for any Customer provided data plans, which remain the full responsibility of the Customer along with all usage incurred. Customer may purchase cellular wireless connectivity Offerings on a “Pooled Data” or “per radio” basis, as specified in the Customer Order. Fees for the Offering include a monthly recurring fee, as well as an overage charge if Customer exceeds its Bandwidth Allocation (defined below) during a given monthly billing cycle.

- 6.2.1 Pooled Data.** Cellular usage includes a bandwidth allocation (“**Bandwidth Allocation**”) identified on the Customer Order per radio and is pooled across all Customer radios on a per country basis, regardless of the underlying service provider Zayo elects to deploy.
- 6.2.2 Overage.** Overage is charged if, during a given monthly billing cycle, (i) the pool (including incident usage credits) is exceeded for pooled data plans, and/or (ii) on a per radio basis for unpooled plans that exceed the included Bandwidth Allocation.

Bandwidth is measured as the aggregate bidirectional traffic through the radio. For calculation purposes, 1Gb = 1024Mb and 1Mb = 1024Kb.

If applicable under Section 6.2.3 below, wireline failure credits will be applied to the total available pooled data size in order to offset usage as part of the final overage calculation for the monthly billing cycle.

Sample calculation (20 sites, 2Gb pooled data plans with \$15/Gb overage, 3Gb of wireline failure credits and 2.5Gb usage per site):

Pool Size: 20 sites x 2Gb = 40Gb + 3Gb wireline failure credits = 43Gb Pool Size  
Usage: 20 sites x 2.5Gb = 50Gb

Overage = 50Gb Usage - 43Gb Pool Size = 7Gb Overage  
7Gb Overage x \$15/Gb = \$105 charge

- 6.2.3 Wireline Failure Credits.** If indicated on the Customer Order, Zayo may elect to waive cellular wireless data usage incurred for a period of time when a primary circuit at the Customer location fails, forcing the network to failover and use cellular wireless to sustain connectivity. This provision only applies where the Customer is using Zayo to manage the primary circuit(s). Zayo will track wireless usage from its internal tools for any incident tickets against a site. The aggregated hours of usage indicated on the Customer Order per managed site as measured by incident tickets will be added to the Customer usage pool to off-set overage fees (if any) for the applicable billing cycle, with the exception of any Customer caused outages, or where the Customer prevents the expedient restoration of primary connectivity. Zayo Network Power Management must be in place for wireless failure credits to apply. Cellular usage measurements will be extrapolated and time aligned from Zayo source data when required to align with the ticket duration, the period of time credited or billing interval. For the purpose of credit calculations, the credited period of time will include all tickets from the beginning of the billing cycle until the earlier of the credited period of time is exhausted, or the billing cycle ends, at which point further usage will not be credited.
- 6.2.4 Cellular Wireless Primary.** If Customer requests to use Zayo cellular wireless as a permanent or temporary primary access, Wireline Failure Credits will not apply. Usage will always count against pooled data where applicable, or will be billed on a per radio basis per the Customer Order.
- 6.2.5 Limitations/Exceptions.** If Customer wishes to use Cellular Wireless as a primary access, Zayo may provide access to carrier provided ‘wireless broadband’ options on a per site basis, but usage associated with such third party provider will not contribute to any existing pooling arrangement the Customer has with Zayo. Due to wireless service provider restrictions, fair use limits apply and connectivity may be temporarily rate limited if exceeded. Zayo reserves the right to discontinue the service at the end of the month at a location should the underlying wireless service provider determine the usage falls outside of their fair use conditions. Other underlying wireless service provider terms and conditions may apply.
- 7 inConnect – ServiceNow INTEGRATION.** Zayo’s inConnect ServiceNow Base setup includes installation and configuration of scoped application delivering a bi-directional integration – eBonding – between Customer’s and Zayo’s ServiceNow instances. Supported tables include Incident, Location, and Configuration Item (“**CI**”). Out of the Box (“**OOB**”) fields will be mapped between each instance during the implementation period, as indicated on the Customer Order.

- 8 OPTIONAL SECURITY.** Licensing includes the setup of the network policies and tunnels to send the appropriate traffic to the security service unless otherwise identified. Zayo only ingests and responds to network alerts, excludes security event alerting or managed detection and response services SOC/MDR. Additional options, such as security policy customization, multi-factor authentication, directory authentication, browser, email and/or endpoint client installation and other security services may be available for an additional charge, as set forth in the Customer Order.
- 9 DELIVERABLES.** Zayo will deploy to all tiers and sites per the Customer Order. Exact dates of deployment are determined by Customer and Zayo during the Project Planning phase (“**Scheduled Dates of Deployment**”) and will be dependent on Zayo and Customer resource availability.
- 9.1 Offering Activation.** Subject to the Scheduled Dates of Deployment and after Zayo has determined that the Offering conforms to the relevant Customer Order, Zayo will notify Customer that the Offering has been activated in accordance with the Customer Order and is available for use by Customer (“**Activation Notice**”). The “**Activation Date**” shall be the date that Zayo has sent the Activation Notice to Customer. Customer shall have three (3) business days following the Activation Date in which to notify Zayo that it is rejecting the Offering because the Offering does not conform to the Customer Order. If Customer has notified Zayo within such three (3) business day period that the Offering does not conform to the Customer Order, then Zayo shall take such steps reasonably necessary to conform the Offering to the Customer Order, at which time Zayo shall issue a new Offering Activation Notice and the Customer acceptance process above shall be repeated. During the three (3) business day period, Zayo will provide UAT validation support. Subject to the foregoing and except as otherwise noted herein or in the Customer Order, billing will begin on the Activation Date. Activation delayed by Customer more than sixty (60) days past the Scheduled Date of Deployment (at a per site level) will be considered complete as if the service was delivered at this date and enablement of the Offering will be completed at a future agreed upon date. Furthermore, any time a pre-scheduled activation or site appointment is unable to be completed by Zayo due to the Customer not allowing access, not attending (if applicable), canceling, or rescheduling the appointment for any reason with less than two (2) weeks’ notice, or missing required equipment or supplies; additional charges may apply. Additional responsibilities identified after the agreed-upon Project Plan will need to be reviewed and re-scoped by Zayo accordingly. If the Offering includes third party connectivity services resold by Zayo, once installed, any such resold circuits or connectivity sourced will begin billing based on the delivery date of such resold third party service, unless the remainder of services at the location are not ready to be deployed due to Zayo delays. Customer agrees to provide sufficient resources to enable Activation within a two (2) week window of the actual circuit delivery date if connectivity delivery is delayed for any reason.
- 9.2 Pilot Activations.** Zayo will support production testing of the Offerings at a limited number of Customer locations during the initial project deployment (“Pilot Phase”). During the Pilot Phase, Zayo Engineering & NOC transition teams will be solely accountable for response to any alerting or ticketing and SLA measurements shall not apply until Customer confirms they are ready to begin the production deployment at which time Offering Activation for Pilot Phase locations will be considered complete.
- 10 INTERNATIONAL & DIFFICULT TO SERVE LOCATIONS.** “International & Difficult To Service Locations” means locations that reside outside of North America or are in regions that are not readily accessible (e.g. fly-in, seasonal access or >250 miles outside a metropolitan area as defined by the US Census website at <https://www.census.gov/geographies/reference-maps/2020/demo/state-maps.html>, or a Census Metropolitan Area (CMA) as defined by Statistics Canada at <https://www23.statcan.gc.ca/imdb/p3VD.pl?Function=getVD&TVD=314312&CVD=314313&CPV=A&CST=01012016&CLV=1&MLV=3>), the following additional terms apply on a per site basis:
- 10.1** Zayo Logistics must approve shipping and field services capability prior to execution of a Customer Order. If after execution of the Customer Order, Zayo determines that it is unable to ship to a specific International & Difficult To Serve Location for original price or if the timelines change, Zayo may modify pricing or timelines upon written notice to Customer. If Customer notifies Zayo within ten (10) days that it is unwilling to agree to the modified pricing or timelines for these locations, either Party may cancel these shipments without additional liability or obligations upon written notice to the other Party.
- 10.2** Zayo cannot guarantee a firm delivery date for any shipment to an International & Difficult To Service Location.
- 10.3** Zayo may require end-recipient involvement in the customs clearance process where applicable.
- 10.4** If local time Activations fall outside Monday – Friday, 7AM – 7PM Pacific Standard Time (excludes Zayo normally recognized holidays), this must be confirmed and included on the Customer Order so that Zayo can accommodate non-standard activation hours.



**11 DECOMMISSIONING OF OFFERING.** Upon expiration or termination of the Offering, in whole or in part, Zayo will provide the Customer a request to return any Zayo Equipment along with necessary shipping labels to support the return. The Customer will arrange for safe packaging and timely shipment of the assets Zayo identifies in its request for return. Alternatively, the Customer may request Zayo dispatch a technician to recover its gear at which point Zayo will charge current list rate for an Onsite Dispatch and become accountable for safe return of Zayo Equipment once the technician receives the hardware. Should the Customer choose not to return Zayo Equipment, or fail to do so within ninety (90) days of the request, Unreturned Equipment Charges will incur instead.

**12 LOST OR DAMAGED EQUIPMENT.** In the case that Zayo provided hardware or equipment has been received at the location provided by Customer (based on shipper tracking) or installed at the site and becomes damaged or lost due to actions beyond Zayo control, the Customer shall pay the current Zayo replacement cost of identical equipment (or its equivalent equipment if identical equipment is not available) plus any necessary handling or dispatch fees necessary to return the service to proper operation.

**13 OUT OF SCOPE.** For the avoidance of doubt, the Parties acknowledge that the Offerings only apply in the quantities provided on the Customer Order and any items or activities not specifically indicated as in-scope in this Customer Schedule or called out explicitly on the Customer Order are deemed out of scope. The following activities are examples of items or activities not included in the scope of work:

- Kitting, configuration, delivery or activation of any devices not contained on the Customer Order.
- Circuit or demarc extensions, wiring additions or changes, electrical, or other facilities work.
- Extended antenna or custom mounting requirements.
- Project management activity relating to previous circuit replacement. Any communication with carriers or service providers outside the current project is not the responsibility of Zayo.
- Any communication, coordination, approvals, or testing and validation of services not procured directly through Zayo are Customer's responsibility.
- Any responsibility for the storage or return of non-Zayo equipment being replaced, including any communication with vendors or charges relating to such equipment not being received back.

**14 FEE SCHEDULE.** Zayo reserves the right to publish updates and additions to this Fee Schedule with thirty (30) days written notice.

**Not Ready Charge:** \$500 per Incident

**Field Service Extra Hours:** (In excess of 2 hrs): \$125.00/hr (North American Only). International locations may incur additional fees per incident in excess of North American rates. (Fee is applicable to new service activation installations only, Extended Duration Onsite Dispatch Fees apply in repair and all other scenarios)

**Non-Standard Hours Activation for Datacenters or Virtual locations:** \$150.00/hr during weekdays, \$225.00/hr weekend (engineering resource only.). Charged in 30-minute increments, rounded up. Fee is in addition to standard costs, not in replacement of.

**Non-Standard Hours Activation for Branch or Remote Locations:** \$75.00/hr during weekdays, \$125.00/hr weekend. Charged in 30-minute increments, rounded up. Fee is in addition to standard costs, not in replacement of.

**Hardware Storage Fees:** \$200 per month per pallet. Rounded up to the nearest pallet and month duration. Applicable to all Customer owned hardware stored in Zayo facilities greater than sixty (60) days.

**RMA Charges:** Applicable per incident when Zayo is tasked to handle the RMA processing of a failed Customer owned device. \$100 plus applicable shipping fees and Dispatch Fees if so requested. Customer is fully accountable for any hardware replacement or repair costs incurred as part of RMA processing.

**Unreturned Equipment Charges:** An equivalent of twelve (12) months worth of service charges based on total contract cost monthly identified on the Customer Order to the Customer for the service rental, subscription or service SKU that included the hardware or equipment that was not returned to Zayo.

**Engineering Consultation Fees:** \$250 per hour per Zayo participant, rounded up to the nearest hour, for work performed in addition to the included tasks of the Customer Schedule and Customer Order.

**Expedited Onsite Dispatch Fee:** \$200 per incident when a Customer requests onsite dispatch without proper notice.

**Extended Duration Onsite Dispatch Fees:** \$150 per hour, rounded up to the nearest half hour.

**Extended User Acceptance Testing Fees:** \$75 per half hour (30min) for Zayo remote Activation Support. Does not cover or include any additional applicable Onsite Dispatch Fees. Charge is rounded up to the nearest full increment.

**15 SERVICE LEVEL AGREEMENT.** This Service Level Agreement (“SLA”) sets forth the terms and conditions under which Zayo will provide service levels to Customer. This SLA only applies to Hub, Branch and Virtual locations under this Customer Schedule and the Customer Order. . Except as otherwise set forth in this Schedule, this SLA is effective as of the first day the Activation Date at a specific location. To be eligible for the credits under this SLA, Customer must not be in default in any of Customer’s obligations under the Agreement.

**15.1** This SLA is limited to Zayo’s response times with regard to Offering alarms generated, carrier, hardware or software Offering outages, and Offering quality issues that have user impact as set forth herein. Customer’s only remedy for Zayo’s failure to meet the SLA shall be the credits as set forth herein. The Offering and this SLA does not apply to any circuit that does not have Network Power Conditioning connected to carrier modem or routers, either purchased from Zayo or a third party. The Offerings to which this SLA applies includes the following:

- Hardware that is located at the Customer premises and either (i) provided by Zayo to the Customer, or (ii) is provided by Customer (e.g., Customer owned equipment) but is monitored by Zayo, ( collectively “**Customer Premises Equipment**” or “**CPE**”), pursuant to a Customer Order. (CPE provided by Zayo is “**Zayo CPE**”.)
- Software resold, licensed or sublicensed to Customer by Zayo that works in conjunction with the hardware.
- Monitoring of availability and capacity of CPE, WAN circuits, and CPE performance monitoring using layer 3 statistics (packet loss, latency, and jitter), Customer email alerting and 24x7 email, and telephone support.
- Circuits procured through Zayo, whether such circuits are provided pursuant to a Customer Order under this Customer Schedule or a separate Zayo Customer Order, as long as such circuits are incorporated into the Project Plan and such circuits are not otherwise excluded.

## **15.2 Priority Definitions.**

**15.2.1 Service Outage (Priority 1, P1):** More than 10 physical sites with materially affected user impact with the same cause judged by down sites, down links, or sustained packet loss above 20%, loss of routing to key data centers with no workaround available.

**15.2.2 Site Down (Priority 2, P2):** Physical site with materially affected user impact judged by primary and back up links down or severely degraded, access switch down, sustained packet loss above 20% on all links, power outage with no workaround available.

**15.2.3 Site Degraded (Priority 3, P3):** Primary link down, wireless connection issues more than thirty (30) minutes or switch issues but Customer can still connect to core services material traffic with little or no end user impact, switch up, sustained packet loss below twenty percent (20%) and with power.

**15.2.4 Site Degraded No Impact (Priority 4, P4):** Backup link down but primary link up with no impact to users but loss of redundancy, minimal impact to user traffic caused by wireless issue that results in twenty-five percent (25%) or more of Users unable to connect to a WAP for more than ninety (90) minutes, or users have poor signal strength (excluding coverage issues) for more than sixty (60) minutes, or switchport errors but still functioning and most users are unaffected.

**15.3 Exclusions.** Notwithstanding anything to the contrary herein, this SLA and any credits shall not apply if any of the following situations are present:

- Actions, failures to act, or delays by Customer or others authorized by, or acting on behalf of Customer, to use the Offering;
- No letter of authorization (LOA) on file with underlying carrier or material delays by Customer to supply network carrier information for troubleshooting support;
- Power failure, equipment, services, circuits not provided by Zayo;
- Planned Maintenance and Emergency Maintenance as set forth in Section 15.5 below;
- Implementation of a Customer order that requires an Offering interruption;
- Failure to report an Offering Outage to Zayo or reporting of a trouble where no trouble was found
- Force Majeure Event(s);
- Any Service Outage for sites connected by only one connection with the Customer election not to purchase a redundant connection;
- Election by the Customer to order only a single cellular wireless access loop at an Offering location, be it temporary; and
- Carrier outages and carrier link failure.

**15.4 Credits.** To request a credit under this SLA, Customer shall email its Zayo customer success manager with a description of the requested credit along with the Zayo Incident Ticket number(s) provided by the NOC within thirty (30) calendar days of the asserted Service Outage. The Zayo customer success manager shall notify Customer when the requested credit has been approved or declined, and if declined the reason for such decline. Zayo shall notify the customer of a decision within thirty (30) business days of receipt of claim.

**15.5 Maintenance.** Zayo reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 10:00 PM – 6:00 AM in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames (“**Planned Maintenance**”). The term “**Emergency Maintenance**” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Offering, including the possibility of causing short-duration outages. Such effects related to Emergency Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Zayo may undertake Emergency Maintenance at any time deemed necessary to preserve network services.

**15.6 Calculation of Credits.** In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRC’s for that period for the Offering. Credits are not aggregated across multiple priority levels; rather, credit(s) shall be linked to the highest priority level of the associated event. By way of example, if Customer is entitled to a credit for an event that results in Zayo failing to achieve the P1 service level, Customer will not also be entitled to a credit for P2, P3 or P4 Priorities. Zayo’s systems and monitoring tools shall be used to determine the Credit Amount in the stated range for each priority.

Priority	Response time	Target Resolution Time	Credit Amount
P1	15 Minutes	2 Hours	1% of MRC with a max of 10% per instance
P2	15 Minutes	4 Hours	1% of MRC with a max of 10% per instance
P3	4 Hours	8 Hours	1% of MRC with a max of 10% per instance
P4	24 Hours	24 Hours	1% of MRC with a max of 10% per instance

**15.7 CPE Replacement.** Except as provided under Section 4.2 (Expedited OnSite Device Replacement), during the Offering Term, Zayo will replace failed Zayo CPE Monday through Friday, 8:00 AM – 5:00 PM local time. Substantially equivalent hardware will be shipped same business day at no additional charge provided that Zayo diagnoses a failure by 2 PM Standard Pacific Time. Customers that have “cold spare” optional equipment can contact Zayo support for assistance with (i) activating “cold spare” devices or (ii) to request a Zayo technician to be dispatched to site by the next business day. This Section 15.7 only applies to the United States and Canada; other jurisdictions may require longer response times.

**ZAYO GROUP, LLC**

**ENTER CUSTOMER NAME HERE (“CUSTOMER”)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



BUSINESS  
TECHNOLOGIES

# Change Management Process

## Change Management

**Document Owner: Javier Trujillo**

**Author: Eric Lapperre**

**Creation date: 6/5/2014**

**Reviewed and/or Updated Date: 2/07/2021**



	Contents
1 Introduction .....	3
1.1 Document Objective .....	3
1.2 Document Scope.....	3
2 Process Overview .....	4
2.1 Process Purpose and Description .....	4
2.2 Process Scope .....	5
2.3 Process Tools/Systems.....	6
2.4 Key Definitions .....	7
2.5 Process Triggers and Inputs .....	9
2.6 Process Results and Outputs .....	9
2.7 Relationships with other ITIL and/or Operational Processes .....	10
3 Roles and Responsibilities .....	11
3.1 Change Advisory Board (CAB) Meetings .....	13
4 Policies (Standards and Guidelines).....	14
5 Process Diagrams .....	15
6 Process Description .....	20
6.1 High Level Change Management Process .....	20
6.2 Normal Change Management Process.....	22
6.3 Standard Change Management Process.....	30
6.4 Emergency Change Management Process .....	32
6.5 Undocumented Change Process.....	36



## *1 Introduction*

### *1.1 Document Objective*

The purpose of this document is to provide a detailed description of the Change Management process.

### *1.2 Document Scope*

The scope of this document includes identification of all process steps, procedures, sub-processes, and process activities. This document identifies all components of the process from the Triggers and Inputs to the Results and Outputs. This document also identifies and assigns roles and responsibilities within the process. This document provides process documentation for:

- Normal Change Requests
- Emergency Change Requests
- Standard Change Requests



## 2 Process Overview

### 2.1 Process Purpose and Description

The Change Management process used at Denver International Airport (DEN) within the Technologies Division aims to ensure that standardized methods and procedures are used for efficient handling of production changes.

The goal of the Change Management process is to enable beneficial changes to be made with minimum disruption to business operations, thus ensuring that the best possible levels of service quality and availability are maintained.

The objectives of Change Management are to:

- Respond to the customers' changing business requirements while reducing incidents, disruptions, and rework.
- Respond to business and IT requests for technology updates.
- Ensure the changes are recorded and evaluated, and that authorized changes are prioritized, planned, tested, implemented, documented, and reviewed in a controlled manner.

The Change Management process described in this document cover three types of changes:

- **Normal Changes:** Normal Changes do not qualify as Standard or Emergency changes. Normal changes are used for the planned deployment of alterations to configuration items (CIs) that are part of the business's production environment.
- **Emergency Changes:** These are urgent changes that cannot wait for regular CAB approval. Emergency Changes do require the submission of a Change Request, but they follow an expedited workflow.
- **Standard Changes:** These are changes for which the work plan is documented, the change occurs on a frequent basis with a high rate of success, and it introduces little to no risk. These changes are managed and controlled through the use of standard operating procedures (SOPs) that have been approved by the CAB for use in the Change Management process. For process efficiency, Standard change requests are approved by Change Coordinators and do not require a post-implementation review (PIR).



## 2.2 *Process Scope*

The Change Management process applies to most but not all changes to configuration items in the production environment. This includes:

- **Production Service Delivery Components:** Hardware, software, and procedures that collectively deliver a service. This includes any/all changes to production servers, OS, applications, switches, data center infrastructure, etc.
- **Production Service Access Components:** Mass changes to endpoint hardware, software, and procedures that provide access to a service.
- **User State:** Mass changes to user information, including passwords, in Active Directory (A/D), applications, etc. Additionally, granting administrative account access to production service delivery components must go through the Change Management process.

There are some types of changes that do not require Change Management process oversight. This includes:

- Individual changes to Production Service Access Components (e.g. desktop PC, laptop, phone or handheld radio).
- Individual, changes to User State (e.g. User information, passwords).

**\*Note\*** Production changes that do not require a CR, do require a documented change record of some sort (e.g. an Incident or a Service Request).





## 2.3 *Process Tools/Systems*

This section outlines the systems and other tools that are used during Change Management:

- AskIT
- Tripwire
- Technologies SOP Library
- SharePoint Forms Library
- Technologies System Shutdown Request Site
- DIA's Configuration Management Database(s)
- Server Inventory (Server Engineering and O&M teams)
- Network Device Listing spreadsheet (switches)
- Cisco Prime (provides ability to track and inventory all fielded Cisco equipment).
- Network Security – IS Asset Inventory
- Physical Security - Due to security considerations (SSI data), access to the Security Equipment CMDB should be coordinated through the manager of DIA Technologies, Security Systems.
- Change Management Job Aids
- How to Submit a Change Request (CR) in AskIT
- How to Find a Current, CAB Approved, SOP in SharePoint
- How to View the Change Calendar in AskIT
- How to Distribute a Technologies Shutdown Notification
- How to Request a Technologies User Notification
- How to Distribute a Technologies User Notification
- How to Get an SOP for a Standard Change Approved
- Risk / Impact Matrix
- How to Review a Change Request



## 2.4 Key Definitions

Term	Acronym	Definition
Change		The addition, modification or removal of anything that could have an effect on IT services. The scope should include changes to all architectures, processes, tools, metrics and documentation, as well as changes to IT services and other configuration items. <i>(ITIL Service Transition)</i>
Change Management	CM	The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services. <i>(ITIL Service Transition)</i>
Change Request	CR	A formal proposal for a change to be made. A CR includes details of the proposed change, and may be recorded on paper or electronically. <i>(ITIL Service Transition)</i>
Request for Change	RFC	Synonym for Change Request.
Emergency Change Request		An urgent Change Request that cannot wait for CAB approval prior to implementation. Often referred to as a Break/Fix.
Standard Change		A fixed (non-varying), change that occurs on a frequent basis with a high rate of success. Introduces little to no risk, to the environment. Is a low impact change. Never requires a Technologies System Shutdown Request or (mass) User notification to be disseminated (for a service outage). Can be implemented outside of the standard change window. Is documented in detail in a standard operating procedure (SOP) that has been approved by the Process Owner and the CAB.
Normal Low Risk / Low Impact Change		A change that occurs on a regular basis with a high success rate. Introduces minimal risk to the environment. Is a low-impact change. Never requires a Technologies System Shutdown Request or (mass) User Notification to be disseminated (for a service outage). May or may not be documented in detail in an SOP that has been approved by the Process Owner and the CAB.
Normal Change		A change that does incur risk to the environment. These changes most often include a service outage and therefore must be requested far enough in advance (7 business days or more) in order to provide adequate time for CAB review and for the creation and



**BUSINESS TECHNOLOGIES**  
CHANGE MANAGEMENT PROCESS

		dissemination of a Technologies System Shutdown Request and User Notification.
Change Schedule		A document that lists all approved Changes and their planned implementation dates. A Change Schedule is sometimes called a Forward Schedule of Change, even though it also contains information about Changes that have already been implemented. <i>(ITIL Service Transition)</i>
Change Window a.k.a. Standard Maintenance Window		A regular time period to implement and complete changes that are likely or certain to result in services outages. All change requests scheduled within the Standard Maintenance Window that will result in a service outage still require a System Shutdown Request and User Notification. Standard Maintenance Windows for DIA are Tuesday & Thursday, 2300-0500. <i>(ITIL Service Transition)</i>
Configuration Item	CI	Any component that needs to be managed in order to deliver an IT Service. Information about each CI is recorded in a Configuration Record within the Configuration Management System and is maintained throughout its Lifecycle by Configuration Management. CIs are under the control of Change Management. CIs typically include IT Services, hardware, software, buildings, people, and formal documentation such as Process documentation and SLAs. <i>(ITIL Service Transition)</i>
Configuration Management Database	CMDB	A database used to store Configuration Records throughout their Lifecycle. The Configuration Management System maintains one or more CMDBs, and each CMDB stores Attributes of CIs, and Relationships with other CIs. <i>(ITIL Service Transition)</i>
Incident		An unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected service is also an incident – for example, failure of one disk from a mirror set. <i>(ITIL Service Operation)</i>
Problem		A cause of one or more incidents. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation. <i>(ITIL Service Operation)</i>



## 2.5 *Process Triggers and Inputs*

The Change Management process begins when an adjustment is needed to a configuration item to resolve an issue, improve service, or meet a business need. Changes can be triggered from the following activities:

- General Technologies maintenance activities
- Incidents
- Problems
- Service Requests
- Project activities

## 2.6 *Process Results and Outputs*

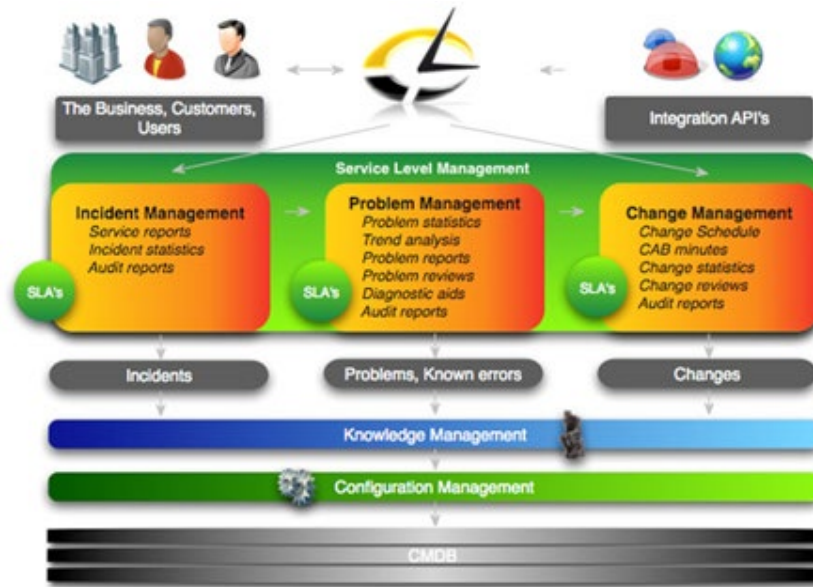
The Change Management process ends when the Change Request has been closed. This includes following all activities required to perform the change, including reviewing and approving the change, implementing the change, and performing a post-implementation review, if applicable. The following documents may be produced as a part of the Change Management Process.

- Approved and Completed Change Request
- Change Schedule
- Technologies System Shutdown Request
- User Notification/Broadcast Message
- Updated or added Configuration Items
- Updated Configuration Management Database records and/or other technical documentation, as applicable.



## 2.7 Relationships with other ITIL and/or Operational Processes

Change Management is an IT Service Management (ITSM) discipline. Change Management within ITSM is often associated with Information Technology Infrastructure Library (ITIL) concepts. In the ITIL framework, Change Management is a part of Service Transition.



Process	Relation Description	Input	Output
Incident Management	A Change Request (CR) can be initiated when a Configuration Item (CI) change is required to resolve an incident.	X	
	Change management is responsible for keeping the service desk informed of all scheduled changes. Access to recent change information can be used to determine the cause of current incidents.		X
Problem Management	A Change Request (CR) is initiated when a Configuration Item (CI) change is required to remove a detected or known error.	X	
	Problem management is informed of the status and progress of submitted Change Requests (CRs)		X
Configuration Management	Information from configuration management is used to evaluate the risk and impact of changes to business services or CIs.	X	
	Change management ensures that CI information is updated following a change implementation.		X



### 3 Roles and Responsibilities

The Data Center Administrator is the Change Management process owner. The Change Management Process Owner designates a Change Manager and Assistant Change Manager to administer the change process.

If the Change Manager or the Assistant Change Manager is temporarily unable to fulfill his or her role, it is his or her responsibility to identify an acting Change Manager during his or her absence and to notify the Office of the CIO and Service Desk of the acting Change Manager. The acting Change Manager should be temporarily added to the distribution group #DIA-Change Managers.

Role	Description
<p>Change Management Process Owner</p>	<p>A senior manager with the ability and authority to ensure the process is rolled out and used by all departments within the IT organization.</p> <p><b>Responsible for:</b></p> <ul style="list-style-type: none"> <li>• Defining the overall mission of the process.</li> <li>• Designating a Change Manager and Assistant Change Manager.</li> <li>• Establishing and communicating the process mission, goals, and objectives to all stakeholders.</li> <li>• Resolving any cross-functional (departmental) issues.</li> <li>• Ensuring consistent execution of the process across the organization.</li> <li>• Reporting on the effectiveness of the process to senior management.</li> <li>• Initiating any process improvement initiatives.</li> </ul>
<p>Change Manager a.k.a. CAB Manager</p>	<p><b>Responsible for:</b></p> <ul style="list-style-type: none"> <li>• Managing the day-to-day activities of the process.</li> <li>• Authoring, socializing, and implementing the Change Management process.</li> <li>• Tracking compliance to the process.</li> <li>• Maintaining the change schedule and projected service outages.</li> <li>• Facilitating/leading Change Advisory Board (CAB) meetings.</li> <li>• Evaluating and approving emergency CRs with consent of the Change Advisory Board.</li> <li>• Reviewing unauthorized and failed changes.</li> <li>• Gathering and reporting on process metrics.</li> <li>• Investigating or creating incidents created in AskIT by Tripwire for unauthorized changes.</li> </ul>



**BUSINESS TECHNOLOGIES**  
CHANGE MANAGEMENT PROCESS

<p>Change Coordinator</p>	<p><b>Responsible for:</b></p> <ul style="list-style-type: none"> <li>• Reviewing standard &amp; normal change requests.</li> <li>• Approving standard &amp; low risk, low impact normal change requests.</li> <li>• Drafting User Notifications with Requester.</li> <li>• Post-implementation reviews for normal changes.</li> <li>• Investigate unauthorized changes as assigned by the Change Manager.</li> </ul>
<p>Assistant Change Manager a.k.a. Assistant CAB Manager</p>	<p>Functions as a permanent backup or alternate for the Change Manager and has the same responsibilities as, the same authority as, the Change Manager.</p>
<p>Change Advisory Board (CAB)</p>	<p>The CAB (typically comprised of representatives from all areas of IT), supports the assessment, prioritization, authorization, and scheduling of changes. DIA business representatives (e.g. operations or maintenance) and possibly 3<sup>rd</sup> party vendors may be invited to attend and participate in the CAB meetings.</p> <p><b>Responsible for:</b></p> <ul style="list-style-type: none"> <li>• Assessing and approving CRs.</li> <li>• Reviewing the change schedule and providing information to help identify conflicts or resource issues.</li> <li>• Reviewing projected service outages.</li> <li>• Reviewing and authorizing/approving Standard Operating Procedures for use in the Change Management process.</li> </ul>
<p>Requester a.k.a. Initiator</p>	<p>The requester is the individual who creates the CR and is the single point of contact for any questions regarding the change. The requester assumes all responsibility for the change. The requester may act as sponsor for a party external to Technologies.</p>
<p>Implementer</p>	<p>The primary individual making the change, documenting the change, and updating configuration items. They are also responsible for updating the CR with the success or failure of the change.</p>
<p>Stakeholder</p>	<p>Anyone that has a vested interest in the change being proposed. Stakeholders may include business users impacted by a change in their process or another person in Technologies dependent on the system being changed. In some cases stakeholders may include 3<sup>rd</sup> party vendors that must be notified to assess the impact of changes on support contracts.</p>
<p>Technologies Shutdown Notice Approvers</p>	<p>Respond to Technologies System Shutdown Requests to approve, conditionally approve or to reject an expected, change related, Service Outage/Shutdown which may impact business processes.</p>



### 3.1 *Change Advisory Board (CAB) Meetings*

CAB meetings are held each week or at the discretion of the CAB Manager. They are scheduled on Tuesdays from 1:00 PM to 2:00 PM and are held using the Teams meeting request. Remote stakeholders may dial in using the conference bridge 720-545-1764, Conference IS: 597 588 484#.





#### 4 *Policies (Standards and Guidelines)*

Change Management policies, standards and guidelines should be carefully considered whenever a Change Request (CR) is submitted or assessed.

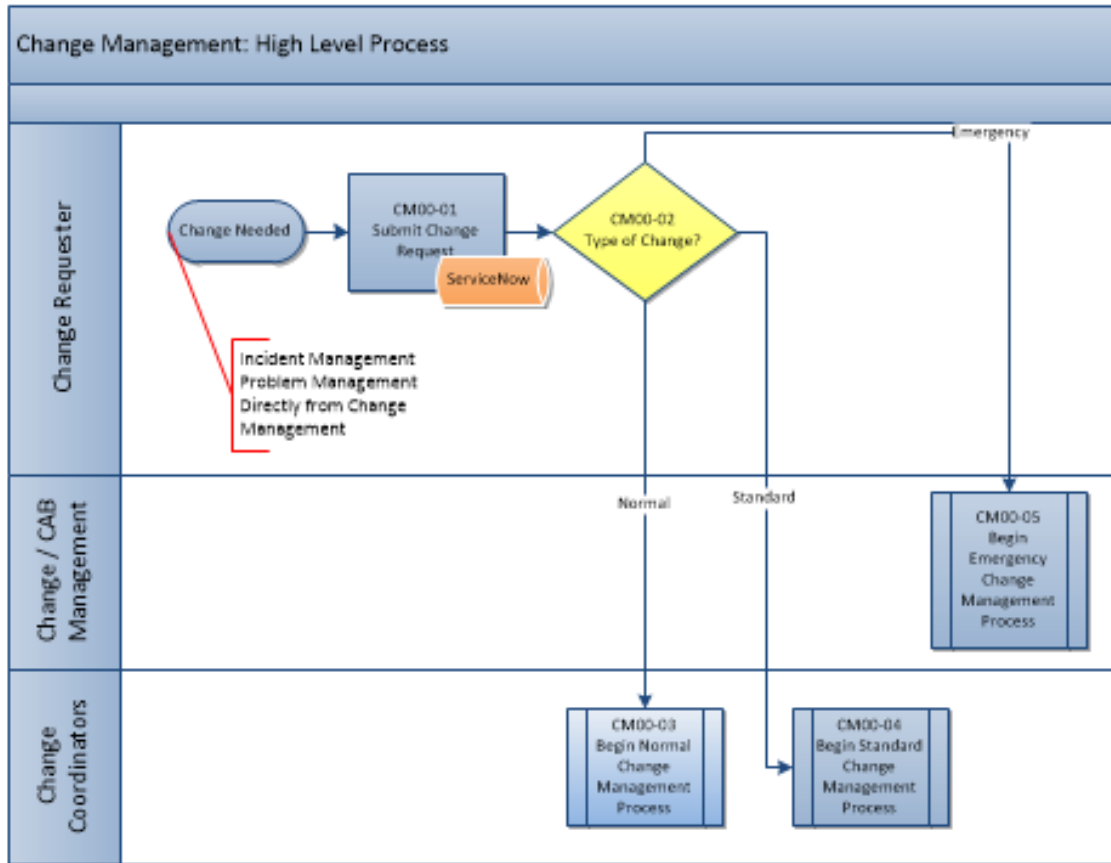
[CM](#) (in the Technologies Policy Library, SharePoint)

[CM](#) (in the Technologies Policy Library, SharePoint)



### 5 Process Diagrams

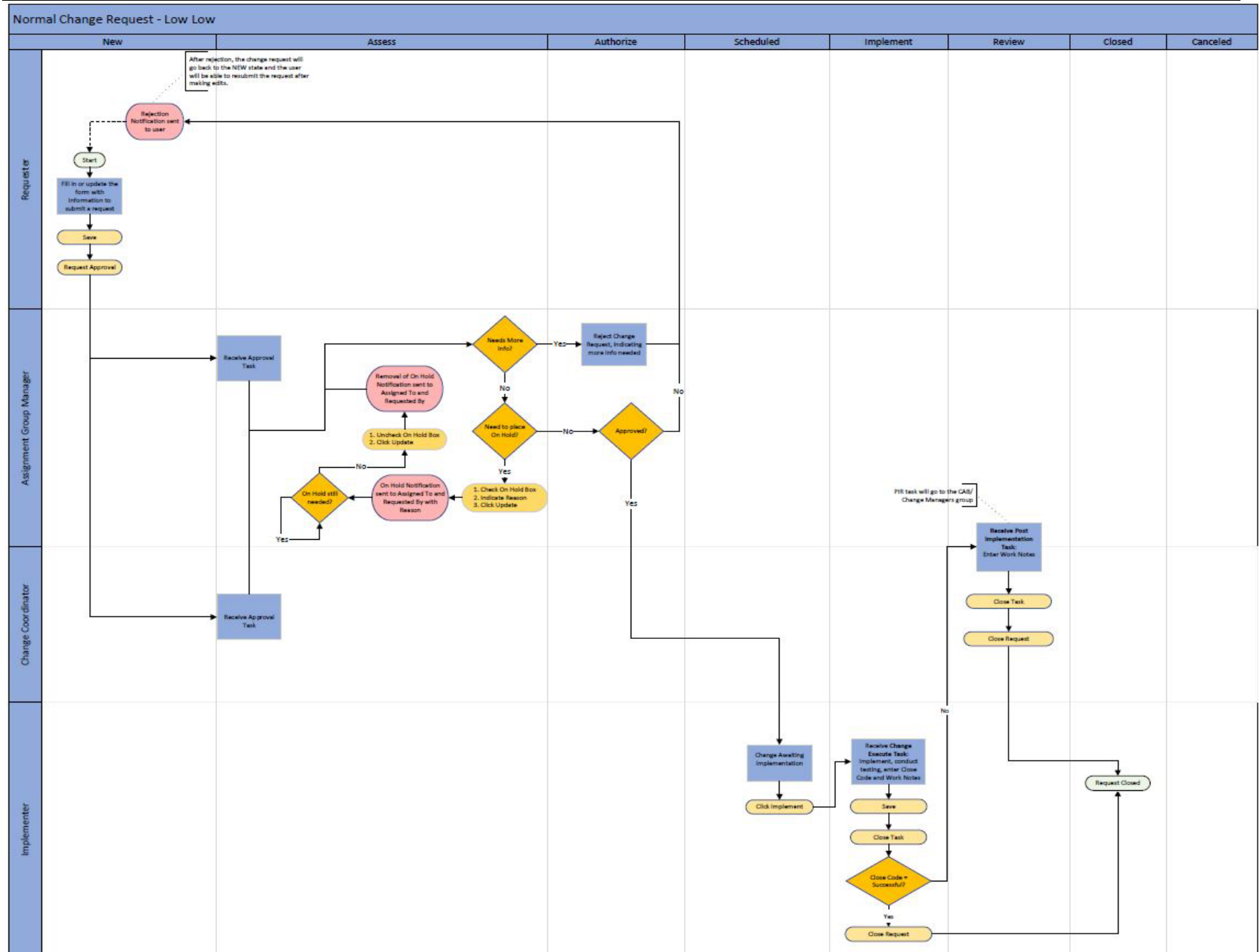
The following are diagrams for the High Level Change Management process as well a process flows for Normal, Standard, and Emergency type Changes. The Change Management Process Diagrams can also be found online.





BUSINESS TECHNOLOGIES

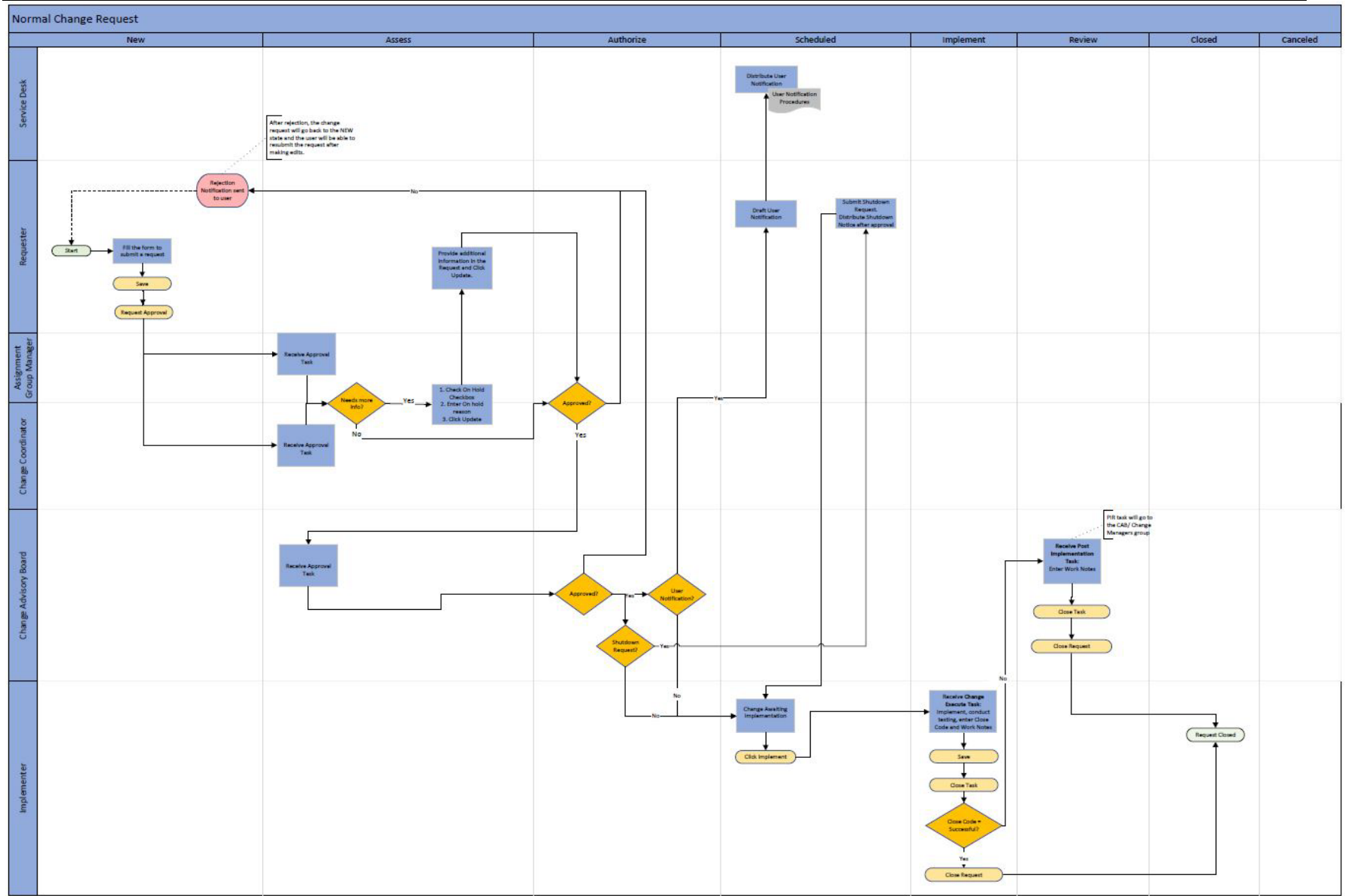
CHANGE MANAGEMENT PROCESS





BUSINESS TECHNOLOGIES

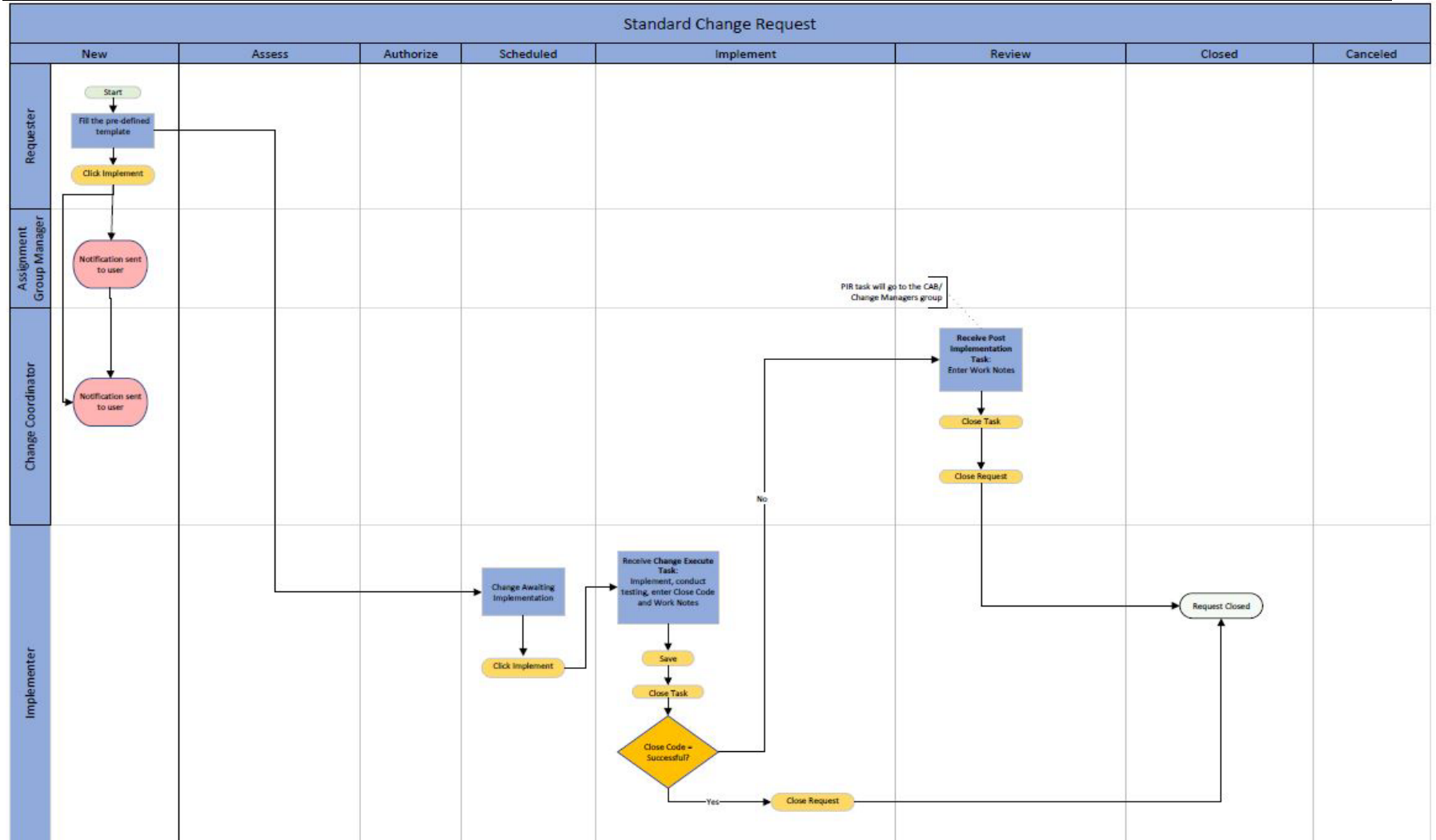
CHANGE MANAGEMENT PROCESS





BUSINESS TECHNOLOGIES

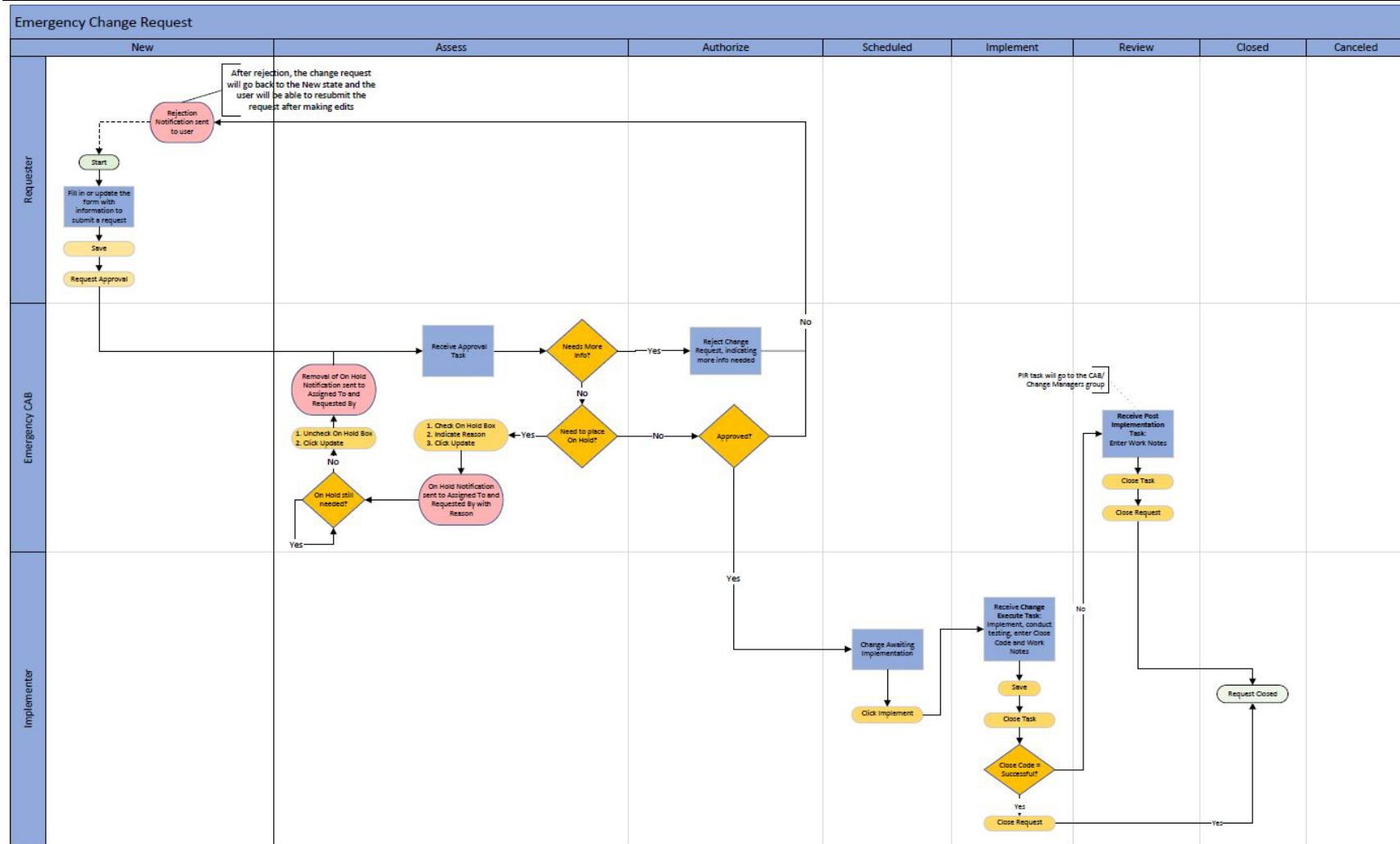
CHANGE MANAGEMENT PROCESS





BUSINESS TECHNOLOGIES

CHANGE MANAGEMENT PROCESS

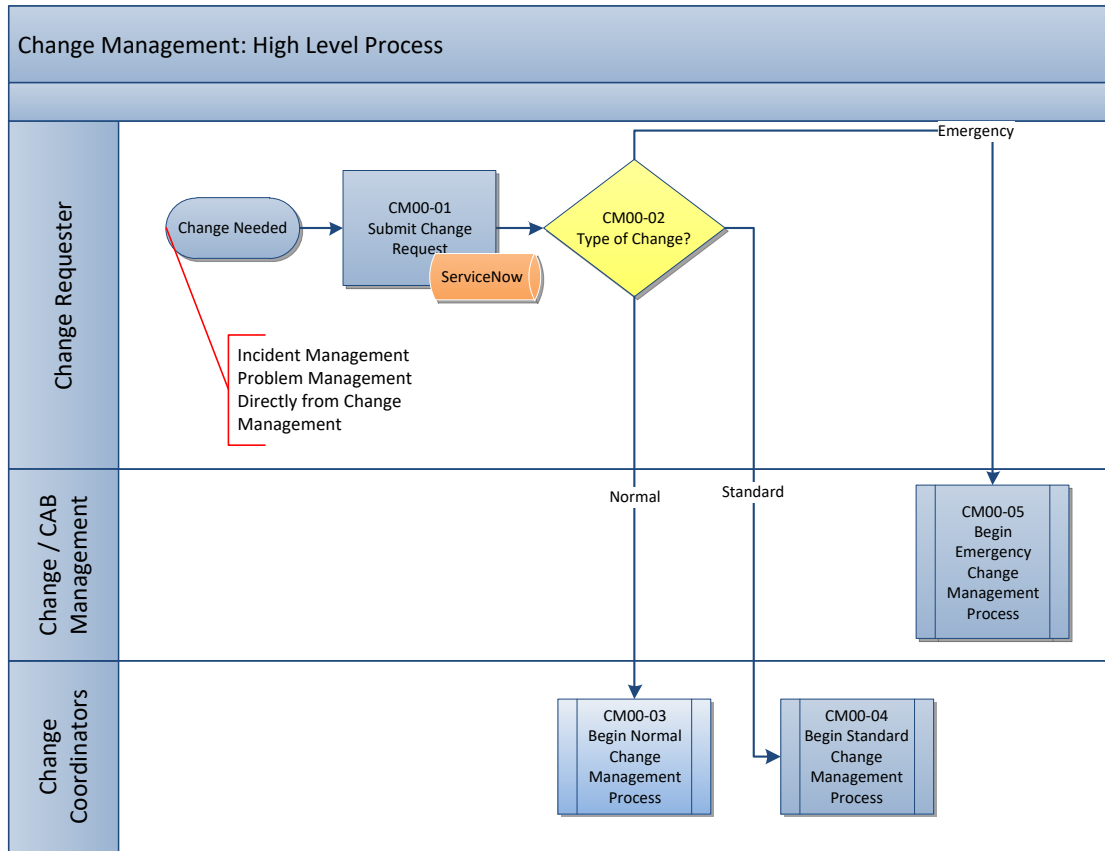




## 6 Process Description

### 6.1 High Level Change Management Process

Once a need for a change has been identified, the Change Management process begins. The High-Level Change Management process provides steps to submit the Change Request and determine what type of change will be implemented.



Step	Action
CM00-01	<p><b>Submit Change Request</b></p> <p>The <b>Change Requester</b> opens AskIT and submits a Change Request (CR), referencing the job aid for How to Open a Change Request.</p> <p>If the request is for a Standard change, include a link to the CAB-approved SOP, using the job aid for finding a CAB-approved SOP in SharePoint. Otherwise, a Change Plan and Backout Plan must be included in the Change Request.</p> <p>Ensure that the impacted CI(s) are selected when entering the Change Request and save the CR. At this point, the CR can still be updated before it is submitted for review.</p>



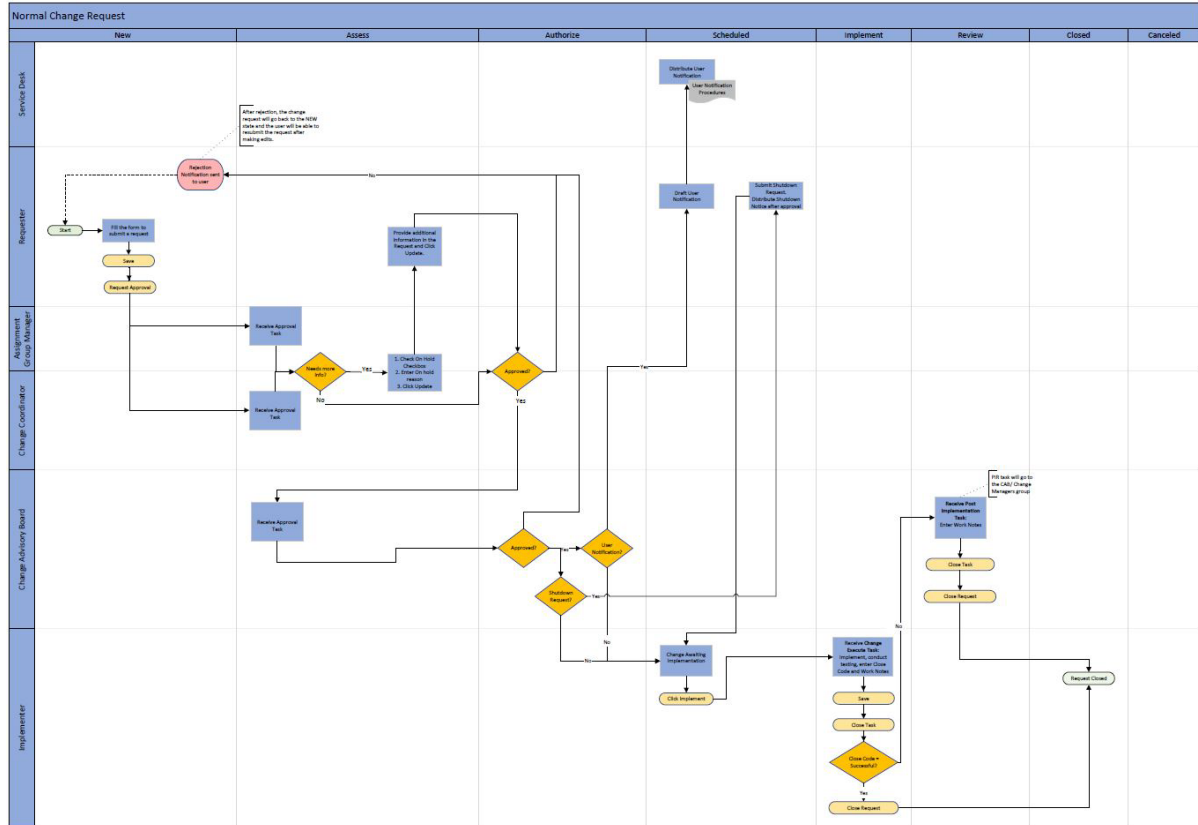
CM00-02	<p><b>Type of Change?</b></p> <p>The <b>Change Requester</b> determines which type of change they are requesting, based on the following criteria:</p> <ul style="list-style-type: none"><li>• Standard changes can only be categorized as Low Risk / Low Impact and must have a CAB-approved SOP. For Standard Changes, proceed to step <i>CM00-04</i> (Standard Change Request Process).</li><li>• Emergency changes are urgent changes that cannot wait for CAB approval. They cannot be categorized as Low Risk and Low Priority. For Emergency Changes, proceed to step <i>CM00-05</i> (Emergency Change Request Process).</li><li>• Normal changes do not qualify as standard or emergency changes and must include a change and back out plan. For Normal Changes, proceed to step <i>CM00-03</i> (Normal Change Request Process).</li></ul> <p>For instructions on selecting the risk and impact as well as the type of change, review the Risk / Impact Matrix.</p> <p>Once the risk, impact, and type have been selected, press Submit for Review/Approval to begin the workflow process.</p>
---------	---





## 6.2 Normal Change Management Process

The Normal Change Management process covers changes that do not have a CAB-approved SOP and/or might present a risk to the environment. These are changes that do not need to be expedited due to a break/fix situation.



Step	Action
CM01-01	<p><b>Receive Review Task</b></p> <p>Once the <b>Change Requester</b> has submitted the CR for review, the <b>Change Coordinators/ their Direct Manager</b> will receive an email notification that a Normal CR has been submitted for review. <b>Change Coordinator/ or their Direct Manager</b> should review all email notifications to determine whether the CR fits within their scope. For a CR that does fit within the <b>Change Coordinator's</b> scope, the <b>Change Coordinator</b> assigns the Review Normal Change task to himself and clicks Save. When the Change Coordinator assigns the Review Task to his/her self the "Change Coordinator" field in the Change Request is updated with the name of the Change Coordinator/ or their Direct Manager. In practice the Change Coordinator/ or their Direct Manager has assigned his/her self the responsibility for managing the Change Request throughout its life cycle.</p> <p>The <b>Change Coordinator</b> reviews the content of the CR, according to procedure for reviewing a change request.</p>
	<b>Needs More Info</b>



	<p>While reviewing the CR, the <b>Change Coordinator/ or their Direct Manager</b> determines whether he or she has enough information to approve or reject the Change Request.</p> <ul style="list-style-type: none"> <li>• If more information is needed, proceed to step <i>CM01-03</i> (Click Need More Information in Review Task).</li> <li>• Otherwise, proceed to step <i>CM01-05</i> (Complete Review Task).</li> </ul>
--	---

<p>CM01-03</p>	<p><b>Click Need More Information in Review Task</b></p> <p>If additional information is needed to approve or reject the CR, the <b>Change Coordinator</b> will update the Review Normal Change task as follows:</p> <ol style="list-style-type: none"> <li>1. Check the Need More Information checkbox.</li> <li>2. Enter the details of the additional information needed in the Work Notes field.</li> <li>3. Click the Close Task button.</li> </ol> <p>An email will be sent to the <b>Requester</b> notifying them that more information is needed.</p>
----------------	---

<p>CM01-04</p>	<p><b>Provide Additional Information in Request</b></p> <p>The <b>Requester</b> can find the additional information needed by looking at the Activity log. He or she can also open the associated Review Normal Change task, Approval record, or Execute Change task for the notes provided when additional information was needed.</p> <p>The requester then updates the CR with the needed information.</p> <ol style="list-style-type: none"> <li>1. Update the appropriate field(s) with the requested information</li> <li>2. Add Work Notes to indicate that the additional information has been provided</li> <li>3. Click Resubmit for Review/Approval</li> </ol> <p>This will cause the Review Normal Change task to reopen, restarting the workflow for a Normal Change. Also, the <b>Change Coordinators</b> will be notified via email that there is a Review Normal Change task assigned to their group.</p>
----------------	---

<p>CM01-05</p>	<p><b>Complete Review Task</b></p> <p>Once the <b>Change Coordinator/ or their Direct Manager</b> has the necessary information and has reviewed the change, they can complete the Review Normal Change task.</p> <p>In AskIT:</p> <ol style="list-style-type: none"> <li>1. Navigate to and open the Review Normal Change task</li> <li>2. Input Work Notes to indicate that you have completed the review.</li> <li>3. Click Close Task</li> </ol> <p>Approval requests will be sent as follows.</p> <ol style="list-style-type: none"> <li>1 Impact = LOW AND Risk = LOW: Change Coordinators/ or their Direct Manager</li> <li>2 Impact OR Risk is higher than LOW: Change / CAB Managers</li> </ol>
----------------	--



<p>CM01-06</p>	<p><b>Receive Approval Task</b></p> <p>Once the Normal Change has been reviewed, <b>Change Managers</b> - or in the case of a low risk, low impact CR, the assigned <b>Change Coordinator/ or their Direct Manager</b> - will receive an email notification that their approval is needed for the CR.</p> <p>The approver can then access the Approval record by clicking the link in their email or by going to My Pending Approvals in AskIT. Only one member of the <b>Change Managers group</b> - or the assigned <b>Change Coordinators</b> - needs to approve or reject the CR. Once the CR has been approved or rejected, other Approval records will be marked as <b>No Longer Needed</b>.</p>
<p>CM01-07</p>	<p><b>Needs More Info?</b></p> <p>While reviewing the CR, the <b>Change Manager</b> determines whether the CAB has enough information to approve or reject the CR.</p> <ul style="list-style-type: none"> <li>• If more information is needed, proceed to <i>CM01-08</i> (Click Need More Information in Review Task)</li> <li>• Otherwise, proceed to <i>CM01-09</i> (Approved?)</li> </ul>
<p>CM01-08</p>	<p><b>Click Need More Information in Approval Task</b></p> <p>If additional information is needed to approve or reject the CR, the <b>Change Manager</b> will update the Approval task as follows:</p> <ol style="list-style-type: none"> <li>1. Check the <b>Need More Information</b> checkbox.</li> <li>2. Enter the details of the additional information needed in the <b>Comments</b> field.</li> <li>3. Click the <b>Reject</b> button.</li> </ol> <p>An email will be sent to the <b>Requester</b> notifying them that more information is needed, and the Normal Change Management workflow will return to step <i>CM01-04</i> (Provide Additional Information in Request).</p>



<p>CM01-09</p>	<p><b>Approved?</b></p> <p>For all CRs where either the CR Risk or Impact are set higher than LOW, the <b>Change Manager and the CAB together</b> conduct a full review of the Change Request. Normal Change Requests with both Risk and Impact set to Low are approved by a <b>Change Coordinator/ or their Direct Manager</b>.</p> <ol style="list-style-type: none"> <li>1. Review and discuss the CR form and content in detail.</li> <li>2. If applicable, utilize and/or reference one or more Configuration Management Database (CMDB).</li> <li>3. Interview the <b>Implementer</b> as needed. The change Implementer should attend the CAB meeting to present their CR, answer any CAB questions, and negotiate CAB modifications made to the CR.</li> </ol> <p>Ideally, a CAB requirement for a Shutdown Notice would be identified during the <b>Change Coordinator/ or their Direct Manager's</b> initial assessment (CM01-01) due to the time needed (5 days) to distribute the notice and follow-up on any feedback. If the requirement is determined at this step in the process, during the full CAB review, ensure that the Shutdown Notice is distributed (Step CM01-17 and CM01-18 are completed) and that there is sufficient time allotted to receive feedback. Also verify whether a User Notification is required. If so, ensure it is prepared in steps CM01-13 through CM01-15.</p> <ul style="list-style-type: none"> <li>• If the Change Request is rejected, proceed to <i>CM01-10</i> (Reject Approval Task).</li> <li>• If the Change Request is approved, proceed to <i>CM01-12</i> (Approve Approval Task)</li> </ul>
<p>CM01-10</p>	<p><b>Reject Approval Task</b></p> <p>If the <b>Change Manager, Change Coordinator/ or their Direct Manager</b> decides not to approve the CR, they can reject the Approval task in AskIT.</p> <ol style="list-style-type: none"> <li>1. Open the Approval record.</li> <li>2. Indicate in the Comments field why the CR was rejected.</li> <li>3. Click the Reject button in the Approval record.</li> </ol> <p>The CR status will update to Rejected, and the Change Request will no longer be active.</p>
<p>CM01-11</p>	<p><b>Rejection Notification Sent to Requester</b></p> <p>AskIT will automatically send an email notification to the <b>Requester</b> to let them know that their Change Request has been rejected. The process for this (rejected) Change Request ends at this point.</p>



<p>CM01-12</p>	<p><b>Approve Approval Task</b></p> <p>If the <b>Change Manager, Change Coordinator/ or their Direct Manager</b> decides to approve the CR, they can approve the Approval task in AskIT.</p> <ol style="list-style-type: none"> <li>1. Open the Approval record.</li> <li>2. Click the Approve button in the Approval record.</li> </ol> <p>The CR status will update to Approve, and an email will be sent to the <b>Implementer</b> to notify them of the Change Execute Task.</p> <p>Upon approval, two parallel processes are started:</p> <ul style="list-style-type: none"> <li>• <i>CM01-13</i> (User Notification?)</li> <li>• <i>CM01-16</i> (Shutdown Request?)</li> </ul>
<p>CM01-13</p>	<p><b>User Notification?</b></p> <p>The <b>Change Coordinator/ or their Direct Manager or Change Manager</b> checks the CR to see whether a User Notification is needed for the change.</p> <ul style="list-style-type: none"> <li>▪ If User Notification is required, proceed to <i>CM01-14</i> (Draft User Notification)</li> <li>▪ Otherwise, proceed to <i>CM01-19</i> (Receive Execute Change Task)</li> </ul>
<p>CM01-14</p>	<p><b>Draft User Notification</b></p> <p>Using the CR details and the job aid for drafting user notifications, the <b>Requester</b> drafts the User Notification and distribution instructions. Once completed, the notification and instructions are emailed to the Service Desk at <a href="mailto:ServiceDesk@flydenver.com">ServiceDesk@flydenver.com</a>.</p> <p>Please submit this information to the Service Desk at least 3 days in advance of the scheduled change so that they have time to review and schedule the notification.</p>
<p>CM01-15</p>	<p><b>Distribute User Notification</b></p> <p>Using the drafted User Notification, distribution instructions, and job aid for distributing technologies user notification, the <b>Service Desk</b> send out the User Notification on the scheduled date(s) to the selected audience.</p>
<p>CM01-16</p>	<p><b>Shutdown Request?</b></p> <p>The <b>Change Coordinator/ or their Direct Manager or Change Manager</b> checks the CR to see whether a Shutdown Request is needed for the change.</p> <ul style="list-style-type: none"> <li>▪ If a Shutdown Request is required, proceed to <i>CM01-17</i> (Distribute Technologies System Shutdown Request)</li> <li>▪ Otherwise, proceed to <i>CM01-19</i> (Receive Execute Change Task)</li> </ul>



<p>CM01-17</p>	<p><b>Distribute Technologies System Shutdown Request</b></p> <p>This activity is a request to Airport Management for the approval of an expected, change related Service Outage which may impact business processes. The Technologies System Shutdown Request is an opportunity for the recipients to raise any issues or concerns that could influence the CAB review and/or to prompt CR modifications (e.g. to the schedule). It is also an opportunity for the recipients to reject the Service Outage entirely.</p> <p>Using the CR details the <b>Change Coordinator</b> or <b>Change Manager</b> creates and submits a Technologies System Shutdown Request. Use the job aid for instructions on distributing a Technologies System Shutdown Request.</p> <p>Please submit the shutdown request at least 5 days in advance of the scheduled change.</p>
<p>CM01-18</p>	<p><b>Respond to Technologies System Shutdown Request</b></p> <p>This is an opportunity for <b>Airport Management</b> to raise any issues, request modifications to the plan or schedule, or to simply vote to reject the outage entirely.</p> <p><b>Airport Management</b> will review the Technologies System Shutdown Request and reply with a vote to Approve, Conditionally Approve, or Reject the Shutdown. If the member of <b>Airport Management</b> conditionally approves or rejects the request, they must include their reasons in the response.</p> <p>The Shutdown must be approved by a recipient/representative from both <b>Airport Operations</b> and <b>Maintenance (MCC)</b>. Approval by <b>Technologies Division Managers</b> is not required.</p>
<p>CM01-19</p>	<p><b>Receive Execute Change Task</b></p> <p>Once the Normal Change has been approved, the <b>Implementer</b> will receive an email notification that the Change is ready to be implemented.</p>
<p>CM01-20</p>	<p><b>Needs More Info?</b></p> <p>While reviewing the CR, the <b>Implementer</b> determines whether he or she has enough information to approve or reject the CR.</p> <ul style="list-style-type: none"> <li>▪ If more information is needed to approve or reject the CR, proceed to <i>CM01-21</i> (Click Need More Information in Execute Change Task)</li> <li>▪ Otherwise, proceed to <i>CM01-22</i> (Complete Execute Change Task)</li> </ul>



<p>CM01-21</p>	<p><b>Click Need More Information in Execute Change Task</b></p> <p>If additional information is needed to implement the CR, the <b>Implementer</b> will update the Execute Change task as follows:</p> <ol style="list-style-type: none"> <li>1. Check the Need More Information checkbox.</li> <li>2. Enter the details of the additional information needed in the Work Notes field.</li> <li>3. Click the Close Task button.</li> </ol> <p>An email will be sent to the <b>Requester</b> notifying them that more information is needed. The Normal Change Management workflow will return to step <i>CM01-04</i> Provide Additional Information in Request.</p>
<p>CM01-22</p>	<p><b>Complete the Execute Change Task</b></p> <p>The change must be implemented by the <b>Implementer</b> according to the specified steps outlined in the approved CR.</p> <ol style="list-style-type: none"> <li>1. If a User Notification was required by the CAB, confirm that the Notification/Broadcast Message has been distributed.</li> <li>2. Execute the Work Plan as detailed in the CR.</li> <li>3. If the actual work or impact to services deviates drastically from the CR, the implementation of the change should be stopped and the Backout Plan initiated.</li> <li>4. In AskIT, open the Change Execute Task:             <ol style="list-style-type: none"> <li>a. Update the Work Notes to reflect the work that was done to to implement the change as well as any issues you encountered while implementing the change.</li> <li>b. Update the Closed Status as appropriate.</li> <li>c. Click Close Task.</li> </ol> </li> </ol>
<p>CM01-24</p>	<p><b>Document Changes Made</b></p> <p>The <b>Implementer</b> ensures that any CIs that were updated during the change have been updated in their source CMDB. Also, any applicable technical documentation should be updated as appropriate.</p>
<p>CM01-25</p>	<p><b>Receive PIR Task</b></p> <p>Once the Normal Change has been implemented, the <b>Change Coordinators / or their Direct Manager</b> will receive an email notification that the Post Implementation Review (PIR) is required for the Change if other than successful.</p> <p>Ideally the originally-assigned Change Coordinator/ or their Direct Manager will complete the PIR Task. Assign the Change PIR Task to yourself and Save the record.</p>



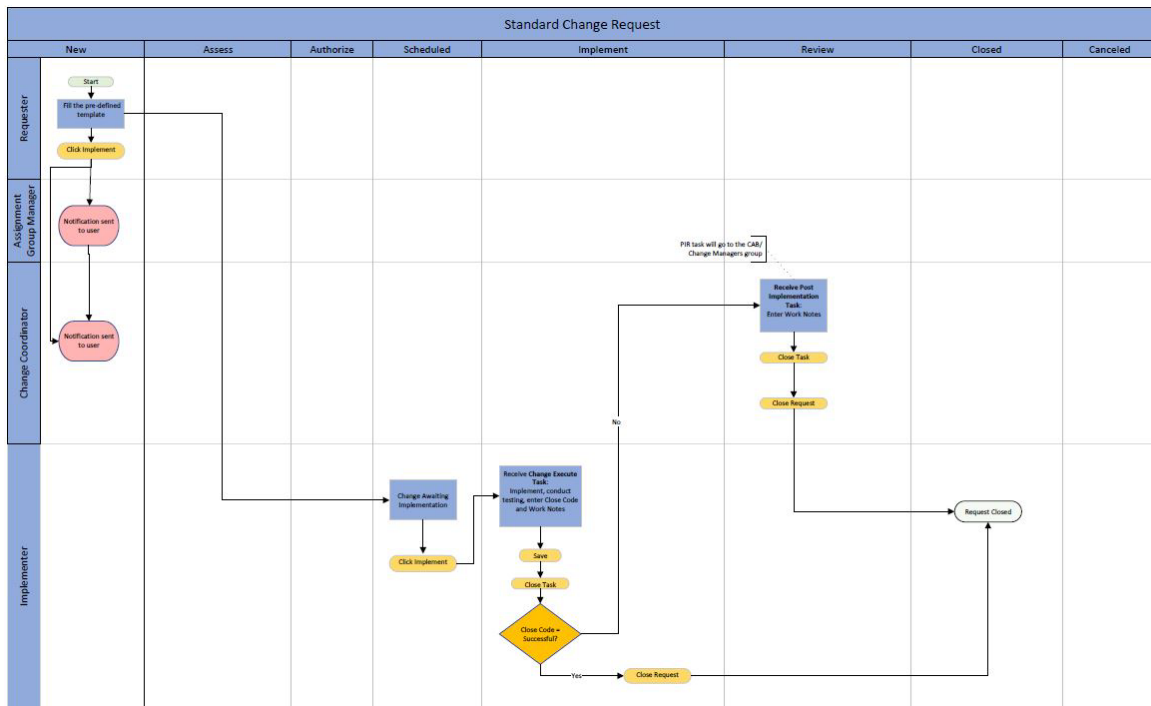
<p>CM01-26</p>	<p><b>Complete PIR Task</b></p> <p>If needed, the <b>Change Coordinator/ or their Direct Manager</b> will conduct one-on-one or team follow-up activities (training needed, communication needed, process improvements needed). Also, if an update to a CI was needed, ask the <b>Implementer</b> if they updated the source CMDB.</p> <p>In AskIT, navigate to the Change PIR Task.</p> <ol style="list-style-type: none"> <li>1. Update the Work Notes with details from the Post Implementation Review, including whether there was an unexpected outage or AAR.</li> <li>2. Click Close Task.</li> </ol>
<p>CM01-27</p>	<p><b>Completion Notification Sent to Requester</b></p> <p>The <b>Change Requester/ or their Direct Manager</b> will receive an email notification that their Change Request has been completed.</p>





### 6.3 Standard Change Management Process

The Standard Change Management process covers changes that have a CAB-approved SOP, present little to no risk to the environment, and are applied often without issue.



Step	Action
CM02-01	<p><b>Receive Approval Task</b></p> <p>Once the Change has been implemented successfully (no issues) 3 times, meet the outlined requirements in the change process documents and is approved according to the standard change process.</p>



<p>CM02-02</p>	<p><b>Approval</b></p> <ul style="list-style-type: none"> <li>• All approved Standard type CRs will be automatically approved by the ServiceNow system.</li> <li>• Exceptions to the above approval will be for change freezes, chills, and snow events.</li> <li>• The Standard request cannot deviate from the approved template.</li> </ul>
<p>CM02-03</p>	<p><b>Complete the Execute Change Task</b></p> <p>The <b>Implementer</b> executes the change as detailed in the SOP. If the actual work or impact to services deviates more than minimally from the SOP, then the implementation of the change should be stopped, and the Backout Plan initiated. In AskIT open the Change Execute Task:</p> <ol style="list-style-type: none"> <li>1. Update the Work Notes to reflect the work you did to implement the change as well as any issues you encountered while implementing the change.</li> <li>2. Update the Closed Status as appropriate.</li> </ol> <p>Click Close Task.</p>
<p>CM02-04</p>	<p><b>Document Changes Made</b></p> <p>The <b>Implementer</b> ensures that any CIs that were updated during the Change have been updated in their source CMDB. Also, any applicable technical documentation should be updated as appropriate.</p>
<p>CM02-05</p>	<p><b>Completion Notification Sent to Requester</b></p> <p>The <b>Change Requester</b> will receive an email notification that their Change Request has been completed.</p>





<p>CM03-03</p>	<p><b>Click Need More Information in Approval Task</b></p> <p>If additional information is needed to approve or reject the CR, the <b>Change Manager</b> will update the Approval record as follows:</p> <ol style="list-style-type: none"> <li>1. Check the Need More Information checkbox.</li> <li>2. Enter the details of the additional information needed in the Comments field.</li> <li>3. Click the Reject button.</li> </ol> <p>An email will be sent to the <b>Change Requester</b> notifying them that more information is needed.</p>
<p>CM03-04</p>	<p><b>Provide Additional Information in Request</b></p> <p>The <b>Requester</b> can find the additional information needed by looking at the Activity log. You can also open the Approval record or Execute Change task for the notes provided when additional information was needed.</p> <p>The requester then updates the CR with the needed information.</p> <ol style="list-style-type: none"> <li>1. Update the appropriate field(s) with the requested information</li> <li>2. Add Work Notes to indicate that the additional information has been provided</li> <li>3. Click Resubmit for Review/Approval</li> </ol> <p>This will cause the Approval record to reopen, restarting the workflow for an Emergency Change. Also, the <b>Change Managers</b> will be notified via email that there is a new Approval task for their group.</p>
<p>CM03-05</p>	<p><b>Review Request &amp; Advise CAB Management</b></p> <p>While reviewing the CR, the <b>Change Manager</b> involves the rest of the <b>Emergency CAB</b> as needed.</p>
<p>CM03-06</p>	<p><b>Approved?</b></p> <p>The <b>Change Manager</b> reviews the Emergency Change in detail, as follows:</p> <ol style="list-style-type: none"> <li>1. Review and discuss the CR form and content in detail</li> <li>2. If applicable, utilize and/or reference one or more Configuration Management Database (CMDB)</li> <li>3. Interview the Implementer as needed.</li> </ol> <p>Once the <b>Emergency CAB Member</b> has reviewed the Emergency Change, he or she decides whether to reject or approve the Change Request.</p> <ul style="list-style-type: none"> <li>• If the Change will be rejected, proceed to <i>CM03-07</i> (Reject Approval Task)</li> <li>• If the Change will be approved, proceed to <i>CM03-09</i> (Approve Approval Task)</li> </ul>



<p>CM03-07</p>	<p><b>Reject Approval Task</b></p> <p>If the <b>Change Manager</b> decides not to approve the CR, they can reject the Approval task in AskIT.</p> <ol style="list-style-type: none"> <li>1. Open the Approval record.</li> <li>2. Indicate in the Comments field why the CR was rejected.</li> <li>3. Click the Reject button in the Approval record.</li> </ol> <p>The CR status will update to Rejected, and the Change Request will no longer be active.</p>
<p>CM03-08</p>	<p><b>Rejection Notification Sent to Requester</b></p> <p>AskIT will send an email notification to the <b>Requester</b> to let them know that their Change Request has been rejected. The process for this (rejected) Change Request ends at this point.</p>
<p>CM03-09</p>	<p><b>Approve Approval Task</b></p> <p>If the <b>Change Manager</b> decides to approve the CR, they can approve the Approval task in AskIT.</p> <ol style="list-style-type: none"> <li>1. Open the Approval record.</li> <li>2. Click the Approve button in the Approval record.</li> </ol> <p>The CR status will update to Approve, and an email will be sent to the <b>Implementer</b> to notify them of the Change Execute Task.</p>
<p>CM03-10</p>	<p><b>Receive Execute Change Task</b></p> <p>Once the Emergency Change has been approved, the <b>Implementer</b> will receive an email notification that the Change is ready to be implemented.</p>
<p>CM03-11</p>	<p><b>Needs More Info?</b></p> <p>While reviewing the CR, the <b>Implementer</b> determines whether he or she has enough information to approve or reject the CR.</p> <ul style="list-style-type: none"> <li>• If more information is needed to approve or reject the CR, proceed to <i>CM03-12</i> (Click Need More Information in Execute Change Task)</li> <li>• Otherwise, proceed to <i>CM03-13</i> (Complete Execute Change Task)</li> </ul>
<p>CM03-12</p>	<p><b>Click Need More Information in Execute Change Task</b></p> <p>If additional information is needed to approve or reject the CR, the <b>Implementer</b> will update the Execute Change task as follows:</p> <ol style="list-style-type: none"> <li>1. Check the <b>Need More Information</b> checkbox.</li> <li>2. Enter the details of the additional information needed in the <b>Work Notes</b> field.</li> <li>3. Click the <b>Close Task</b> button.</li> </ol> <p>An email will be sent to the <b>Requester</b> notifying them that more information is needed, and the Emergency Change Management workflow will return to step <i>CM03-04</i> Provide Additional Information in Request.</p>
<p>CM03-13</p>	<p><b>Complete the Execute Change Task</b></p> <p>The <b>Implementer</b> implements the change according to the specified steps outlined in the approved CR (Work Plan).</p>

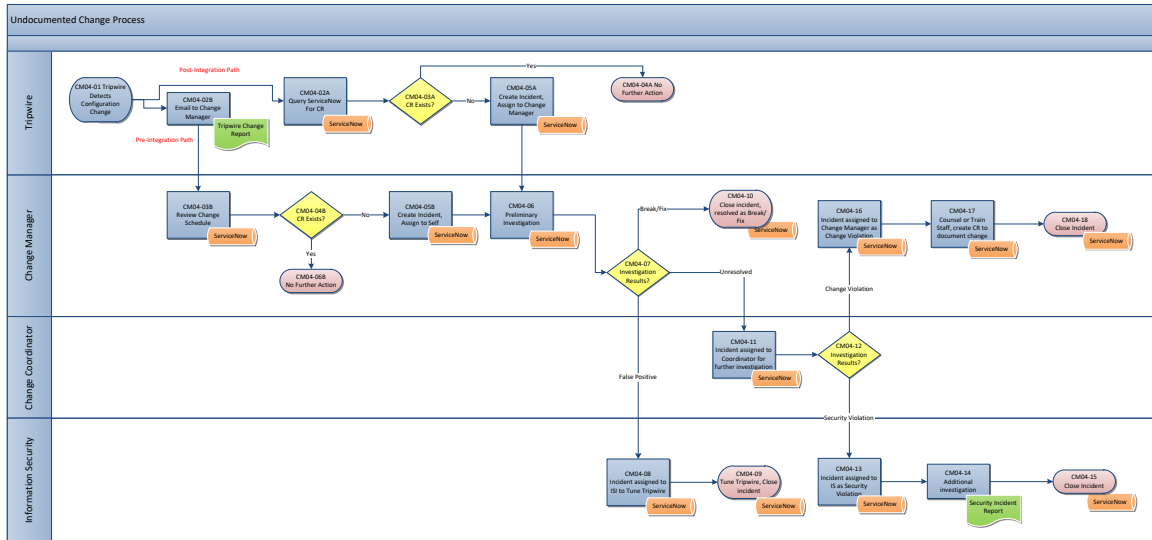


	<ol style="list-style-type: none"> <li>1. Execute the Work Plan as detailed in the Change Plan.</li> <li>2. If the actual work or impact to services deviates drastically from the CR then the implementation of the change should be stopped and the Backout Plan initiated.</li> <li>3. In AskIT open the Change Execute Task:             <ol style="list-style-type: none"> <li>a. Update the Work Notes to reflect the work you did to implement the change as well as any issues you encountered while implementing the change.</li> <li>b. Update the Closed Status as appropriate.</li> <li>c. Click Close Task.</li> </ol> </li> </ol>
CM03-14	<p><b>Document Changes Made</b></p> <p>Upon change implementation, the <b>Implementer</b> ensures that any CIs that were updated during the Change have been updated in their source CMDB. Also, any applicable technical documentation should be updated as appropriate.</p>
CM03-15	<p><b>Receive PIR Task</b></p> <p>Once the Emergency Change has been implemented, the <b>Change Managers</b> will receive an email notification that the Post Implementation Review if the change is other than successful.</p> <p>Assign the Change PIR Task to yourself and Save the record.</p>
CM03-16	<p><b>Complete PIR Task</b></p> <p>As needed, the <b>Change Manager</b> conducts one-on-one or team follow-up activities (training needed, communication needed, process improvements needed). Also, if an update to a CI was needed, ask the <b>Implementer</b> if they updated the source CMDB.</p> <p>In AskIT, navigate to the Change PIR Task.</p> <ol style="list-style-type: none"> <li>1. Update the Work Notes with details from the Post Implementation Review, including whether there was an unexpected outage or AAR.</li> <li>2. Click Close Task.</li> </ol>
CM03-17	<p><b>Completion Notification Sent to Requester</b></p> <p>The <b>Change Requester</b> will receive an email notification that their Change Request has been completed.</p>



## 6.5 Undocumented Change Process

The Undocumented Change Process covers configuration changes detected by Tripwire, an examination of whether the changes were documented in a Change Request, and additional investigations as necessary.



Step	Action
CM04-01	<p><b>Tripwire Detects Configuration Change</b></p> <p>Tripwire scans all CIs listed in its database and detects a configuration change on a device.</p> <ul style="list-style-type: none"> <li>• If Tripwire–ServiceNow integration is in place then proceed to <i>CM04-02A (Query ServiceNow for CR)</i></li> <li>• Otherwise proceed to <i>CM04-02B (Email to Change Manager)</i></li> </ul>
CM04-02A CM04-03A CM04-04A	<p><b>Query ServiceNow For CR / CR Exists / No Further Action</b></p> <p>Tripwire, through an API, queries the Change Request database in ServiceNow to see if an approved CR exists that matches the name and date/time of the CI that was changed.</p> <ul style="list-style-type: none"> <li>• If there is a match then conclude with <i>CM04-04A (No Further Action)</i></li> <li>• Otherwise, proceed to <i>CM04-05A (Create Incident)</i></li> </ul>
CM04-05A	<p><b>Create Incident, Assign to Change Manager</b></p> <p>Tripwire, through an API, creates an incident with details of the CI that was changed and assigns the incident to the Change Manager Group. Proceed to <i>CM04-06 (Preliminary Investigation)</i></p>
CM04-02B	<p><b>Email to Change Manager</b></p>



**BUSINESS TECHNOLOGIES**  
CHANGE MANAGEMENT PROCESS

	<p>Tripwire sends a report via email of changed CIs, via email, to members that comprise the Change Manager Group in ServiceNow. Proceed to <i>CM04-03B (Review Change Schedule)</i></p>
<p>CM04-03B CM04-04B</p>	<p><b>Review Change Schedule / CR Exists?</b></p> <p>The Change Manager (or Assistant Change Manager) views the Change Schedule and individual Change Requests in ServiceNow to see if a CR matches each CI and date/time. For each CI on the report:</p> <ul style="list-style-type: none"> <li>• If there is a match then conclude with <i>CM04-06B (No Further Action)</i></li> <li>• Otherwise proceed to <i>CM04-05B (Create Incident)</i></li> </ul>
<p>CM04-05B</p>	<p><b>Create Incident</b></p> <p>The Change Manager manually creates an Incident in ServiceNow and assigns it to himself. Proceed to <i>CM04-06 (Preliminary Investigation)</i></p>
<p>CM04-06 CM04-07 CM04-10</p>	<p><b>Preliminary Investigation / Investigation Results / Close Incident</b></p> <p>The Change manager reviews the Change Schedule and Individual Change Requests in ServiceNow to see if there is <u>now</u> a matching, or nearly-matching, CR for the CI configuration change. If there is then the Change Manager looks to see if the CR was created after the configuration change as an Emergency BreakFix (this is acceptable under Technologies Change Management Policy) or if there is a CI name mis-match or some other indication of a false positive by Tripwire. The Change Manager selects one of three outcomes:</p> <ul style="list-style-type: none"> <li>• The CR was created after the configuration change as a Break/Fix. Conclude with <i>CM04-10 (Close Incident as Break/Fix)</i></li> <li>• The configuration change is a false positive. Proceed with <i>CM04-08 (Incident assigned to IS)</i></li> <li>• No match of any kind can be made between a Change Request and the CI configuration change. Proceed with <i>CM04-11 (Incident assigned to Change Coordinator)</i></li> </ul>
<p>CM04-08 CM04-09</p>	<p><b>Incident Assigned to IS to Tune Tripwire/ Close Incident</b></p> <p>IS Security Administrators tune Tripwire to avoid the applicable false positive and concludes with <i>CM04-09 (Close Incident as False Positive)</i></p>
<p>CM04-11 CM04-12</p>	<p><b>Incident Assigned to Change Coordinator / Investigation Results</b></p> <p>The Change Manger assigns the Incident to a Change Coordinator (from the relevant team) for further investigation. The task for the Coordinator is to determine if the CI was changed by an authorized party without an approved Change Request or if the change was made by an unauthorized or unknown party. There are two outcomes:</p> <ul style="list-style-type: none"> <li>• There was a Change Violation by an authorized party. Proceed to <i>CM04-16 (Incident Assigned to Change Manger)</i></li> <li>• The change was made by an unknown or unauthorized party. Proceed to <i>CM04-13 (Incident Assigned to IS)</i></li> </ul>
<p>CM04-13 CM04-14 CM04-15</p>	<p><b>Incident Assigned to IS / Additional Investigation / Close Incident</b></p> <p>The incident is assigned to IS. Information Security Administrators conduct an additional investigation and documents their findings in an incident report <i>CM04-</i></p>





**BUSINESS TECHNOLOGIES**  
CHANGE MANAGEMENT PROCESS

	<i>14 (Security Incident Report) and conclude with CM04-15 (Close Incident as Security Violation).</i>
CM04-16 CM04-17 CM04-18	<b>Incident Assigned to Change Manager / Counsel or Train Staff / Close Incident</b>  The Incident is assigned to the Change Manger who provides counseling or training for the party(ies) that made the configuration change without going through the Change Mangement process <i>CM04-17 (Counsel / Train Staff) and concludes with CM04-18 (Close Incident as Change Violation)</i>

**EXHIBIT M**



**Public Sector Account Team Quick Reference Guide**



**SUPPORT RESOURCES**

HELP DESK SUPPORT	PHONE	PROCESS SUMMARY & INFORMATION REQUIRED	ROLES & RESPONSIBILITIES	ESCALATION CONTACT LISTS
<b>Zayo Network Control Center (NCC)</b>	(866) 236-2824 ncc@zayo.com	When reporting a trouble ticket please provide your account name, service ID affected and <b>circuit ID number</b> .  If you are unsatisfied with the response time communicated to you or the progress made, you may escalate your ticket. To escalate, check the escalation list via product on Tranzact.	Our NCC is open 24/7 for reporting service issues and maintenance. You can also use the Tranzact portal	<b>Tranzact portal:</b> <a href="https://tranzact.zayo.com">https://tranzact.zayo.com</a> <b>Escalation Lists:</b> <a href="https://tranzact.zayo.com/#!/escalation-lists">https://tranzact.zayo.com/#!/escalation-lists</a>

**ACCOUNT MANAGEMENT**

ACCOUNT MANAGEMENT	Mobile	EMAIL	ROLES & RESPONSIBILITIES	SALES ESCALATIONS	EMAIL	Mobile
<b>ZeeAnn Kane Account Director</b>	<b>505-450-2027</b>	<a href="mailto:zeeann.kane@zayo.com">zeeann.kane@zayo.com</a>	<b>Primary point of contact. Responsible for new and existing projects and services</b>	<b>Eric Cho</b> Vice President, State and Local	<a href="mailto:eric.cho@zayo.com">eric.cho@zayo.com</a>	202-669-7497
TECHNICAL SUPPORT	Mobile	EMAIL	ROLES & RESPONSIBILITIES	TECHNICAL ESCALATIONS	EMAIL	Mobile
Fitzcurby Bent Senior Solution Engineer	925-565-4133	<a href="mailto:fitzcurby.bent@zayo.com">fitzcurby.bent@zayo.com</a>	Technical support for solution and network design	<b>Shane Hart</b> Director Solution Engineering	<a href="mailto:shane.hart@zayo.com">shane.hart@zayo.com</a>	303-506-5363
MANAGEMENT	Mobile	EMAIL	ROLES & RESPONSIBILITIES	NEXT LEVEL MANAGEMENT	EMAIL	Mobile
Eric Cho Vice President, State and Local	202-669-7498	<a href="mailto:eric.cho@zayo.com">eric.cho@zayo.com</a>	Leads the state and local team for Zayo	<b>Jason Taylor</b> Vice President, Public Sector	<a href="mailto:jason.taylor@zayo.com">jason.taylor@zayo.com</a>	469-964-0956
CUSTOMER SERVICE	Mobile	EMAIL	ROLES & RESPONSIBILITIES	SUPPORT ESCALATIONS	EMAIL	Mobile
Taylor Tenney Customer Success Manager	801-979-5244	<a href="mailto:taylor.tenney@zayo.com">taylor.tenney@zayo.com</a>	Customer Success Managers foster partnership and collaboration through an in-depth understanding of your specific business needs and strategic priorities. Reference the CSM Menu of Services for service and support capabilities.	<b>Denise Steele</b> Customer Success Manager	<a href="mailto:denise.steele@zayo.com">denise.steele@zayo.com</a>	503-502-0750



## Public Sector Account Team Quick Reference Guide

<b>Zayo Network Control Center (NCC)</b>	<b>(866) 236-2824 ncc@zayo.com</b>	<p>When reporting a trouble ticket please provide your account name, service ID affected and <b>circuit ID number</b>.</p> <p>If you are unsatisfied with the response time communicated to you or the progress made, you may escalate your ticket. To escalate, check the escalation list via product on Tranzact.</p>
--	--	---

Zayo's NCC is open 24/7 for reporting service issues and maintenance. You can also use the Tranzact portal

**Tranzact Portal** <https://tranzact.zayo.com>

**Escalation Lists** <https://tranzact.zayo.com/#!/escalation-lists>

### ACCOUNT MANAGEMENT

ACCOUNT MANAGEMENT	Mobile	EMAIL	ROLES & RESPONSIBILITIES
ZeeAnn Kane Account Director	505-450-2027	zeeann.kane@zayo.com	Primary point of contact. Responsible for new and existing projects and services
TECHNICAL SUPPORT	Mobile	EMAIL	ROLES & RESPONSIBILITIES
Fitzcurby Bent Senior Solution Engineer	925-565-4133	fitzcurby.bent@zayo.com	Technical support for solution and network design
MANAGEMENT	Mobile	EMAIL	ROLES & RESPONSIBILITIES
Eric Cho Vice President, State and Local	202-669-7498	eric.cho@zayo.com	Leads the state and local team for Zayo
Jason Taylor, Head of Public Sector	469-964-0956	jason.taylor@zayo.com	Leads the Public Sector team for Zayo
CUSTOMER SERVICE	Mobile	EMAIL	ROLES & RESPONSIBILITIES
Taylor Tenney Customer Success Manager	801-979-5244	taylor.tenney@zayo.com	Customer Success Managers foster partnership and collaboration through an in-depth understanding of your specific business needs and strategic priorities. Reference the CSM Menu of Services for service and support capabilities.