

## 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 30<sup>th</sup> 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; 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 **202158403**.
- 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”** 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 Telecommunications Services, 29189Q.
- 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. RIGHTS AND LICENSE IN AND TO DATA**

- 2.1 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.
- 2.2 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.

## **3. DATA PRIVACY**

- 3.1 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.
- 3.2 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.
- 3.3 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.
4. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing the services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.
5. **WARRANTIES, REPRESENTATIONS AND COVENANTS** Contractor represents and warrants that.
  - 5.1 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;

- 5.2 All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 5.3 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;
- 5.4 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;
- 5.5 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;
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

## **6. CONFIDENTIALITY**

- 6.1 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.

6.2 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.

6.3 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.

7. **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.

## **8. DELIVERY AND ACCEPTANCE:**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9. **TERM**: The Term of the Agreement shall commence on the Effective Date, and shall terminate five (5) years thereafter, unless otherwise terminated in accordance with this Agreement. The term of this Agreement may be extended for five 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 8, 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.

10. **COMPENSATION AND PAYMENT**:

- 10.1 Charges for any Services ordered by the City shall be spelled out in an Order Form or as attached as Exhibit C hereto (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance (the "Due Date").
- 10.2 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).
- 10.3 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.
- 10.4 Maximum Agreement Liability:
  - 10.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FIVE MILLION DOLLARS (\$5,000,000.00) (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.

10.4.2 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.

11. **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.

12. **TERMINATION:**

12.1 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 sixty (60) days prior written notice to the Contractor.

12.2 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, kick backs, 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.

12.3 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.

13. **EXAMINATION OF RECORDS AND AUDITS:** 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 audits pursuant to this paragraph shall require Contractor. to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

14. **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.

15. **INSURANCE:**

- 15.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 15.2 **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD form, complies with all insurance requirements of this

Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement 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.

- 15.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 15.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 15.5 Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 15.6 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 of \$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.
- 15.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 15.8 Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 15.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

**16. DEFENSE AND INDEMNIFICATION:**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 16.7 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.

17. **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).
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

**24. CONFLICT OF INTEREST:**

24.1 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.

24.2 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.

**25. 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 Information Officer or Designee  
201 West Colfax Avenue, Dept. 301  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

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.

**26. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established

by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

27. **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, 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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **ORDER OF PRECEDENCE**: In the event of an express conflict between the language of in the Agreement and the exhibits, the language of the Agreement controls.



33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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.
39. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
40. **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.

41. **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 Manager. 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 Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
  
42. **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.
  
43. **PAYMENT OF CITY MINIMUM WAGE**: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by 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.

**[FOLLOWING PROVISIONS FOR CONTRACTS ON AIRPORT PROPERTY]**

**44. 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. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

**45. AIRPORT SECURITY:**

A. 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 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.

B. 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 Consultant 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 Consultant 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.

C. 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.

D. 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.

**ATTACHED EXHIBITS**

**EXHIBIT A-SERVICES**

**EXHIBIT B-CERTIFICATE OF INSURANCE**

**EXHIBIT C-PRICING**

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## **APPENDIX NO. 1**

### **STANDARD FEDERAL ASSURANCES**

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **APPENDIX NO. 3**

#### **NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

**It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.**

By:



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

TECHS-202158403-00  
ZAYO GROUP, LLC.

By:  C22B15C7B7B746F...

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

General Counsel, Strategic Networks and RNS  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

## **EXHIBIT A**

## 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 95<sup>th</sup> 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 95<sup>th</sup> 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 Proactive Notification** means a product feature whereby Zayo monitors the Zayo network for outages and notifies Customer of detected outages that may affect Customer's Offering. Notification is provided by e-mail to Customer's designated e-mail address. Customer is responsible to verify the Offering outage and contact the NCC to open a trouble ticket in accordance with this Customer Schedule. Proactive Notification is available with most SIA and SVN Offerings, as more specifically set forth herein. For all other Offerings under this Customer Schedule, Proactive Notification may be available upon request.
- 1.12 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.
- 1.13 Offering Element** means each Offering element set forth in Section 6 for which a Performance Level Target is prescribed (e.g. Availability and Latency).
- 1.14 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.
- 1.15 UNI** means "User Network Interface" and is an interface used to interconnect a customer's network to Zayo's network.

**1.16 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

- a) **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.
- b) **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.
- c) **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.
- d) **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:
  - 1. Prior to the Activation Date, Customer and Zayo shall agree on a list of IP addresses to which the DDoS Protection applies;
  - 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. 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.
  - 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
  - 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.
  - 6. DDoS Unpredictability - Customer acknowledges and agrees that: (1) 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 (2) 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.
  - 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.
- e) **Shielded Internet Access ("SIA")** is a packaged Offering that allows Customer to combine DIA (Unprotected only) and DDoS. SIA includes Proactive Notification at no additional charge at all SIA locations except data centers and carrier hotels.

**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 ("**EVPL**") network configurations and can be purchased with the following configurations:

- a) **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.
- b) **EVPL – UNI:** A UNI handoff which connects to an NNI via an EVC.
- c) **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 On-Net QoS which allows Customer to differentiate traffic within the IP-VPN Offering and on the Zayo network.

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

1. **Unmanaged:** Access to utilization reporting in the Tranzact portal.
2. **Basic Management:** Access to utilization and performance reporting in the Tranzact portal and Offering may be offered with Proactive Notification as an optional service.
3. **Advanced Management:** Includes Basic Management features plus router configuration, change management, and hardware support.

b) **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.

1. Customer edge routing protocol enablement
2. Dynamic Host Configuration Protocol (DHCP) server or DHCP relay
3. Access Control Lists (ACL)
4. Static routes
5. Secondary IP address
6. Read Only Simple Network Management Protocol (ROSNMP) access
7. Netflow to Customer collector

c) **Shielded Virtual Network (“SVN”)** is a customizable (by Customer as specifically set forth in an Order), multi-location Offering consisting of DIA (Unprotected only) with DDoS and IP VPN (Unprotected only). At least one location must include SIA. CloudLink may be added as an add-on Offering to SVN. SVN includes Proactive Notification at no additional charge at selected locations.

**3.5 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.

- a) **WAN CloudLink** is an Offering that enables Customer to extend their IP-VPN, , or ELAN to a TPCP in order to share TPCP services to one (1) or more Customer locations on the IP-VPN, , or ELAN.
- b) **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.
- c) **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.

#### 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.** Upon written notice to the City’s Technology Services, Service Delivery Team by the Contractor, Contractor shall be entitled to enter upon City owned property, without further authorization or signature requirement, for installation and maintenance of Contractor’s equipment for the duration of this Agreement

Contractor shall coordinate entry activities with the City's Technology Services, Service Delivery Team prior to any work taking place on the City property.

**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 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 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%
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, 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, , 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 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**"):

<b>QoS Classes</b>	<b>Performance Level Target</b>
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 SIA, SVN or CloudLink Offerings shall be the Performance Level Objectives applicable to the underlying Offering used to deliver such SIA, SVN or 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>.

#### ZAYO GROUP, LLC

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

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

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

#### COMPANY NAME

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

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

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

## CUSTOMER SCHEDULE DARK FIBER

Customer:

**Customer Name**

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.** Upon written notice to the City's Technology Services, Service Delivery Team by the Contractor, Contractor shall be entitled to enter upon City owned property, without further authorization or signature requirement, for installation and maintenance of Contractor's equipment for the duration of this Agreement. Contractor shall coordinate entry activities with the City's Technology Services, Service Delivery Team prior to any work taking place on the City property."

- 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 Facilities**"). Customer shall be liable for any loss of or damage to Zayo Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same. If, on responding to a Customer initiated support call, Zayo reasonably determines that the cause of the deficiency was a failure, malfunction or the inadequacy of facilities, components, or equipment other than Zayo Facilities, Customer shall compensate Zayo for actual time and materials expended during the support call and for any work performed by Zayo on non-Zayo facilities.

#### **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 for the particular Segment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ZAYO GROUP, LLC

Customer Name

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

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

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

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

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

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 equipment or systems; (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
<b>Dispersion (1550nm)</b>	15 – 18 <i>ps/(nm*km)</i>	2 – 10 <i>ps/(nm*km)</i>
<b>Attenuation (dB/km@1550)</b>	0.20 - 0.25 dB/km	0.22 – 0.25 dB/km

<b>Zero Dispersion Wavelength</b>	1311 +/- 11	< 1520
<b>Mode Field Diameter (at 1550 nm)</b>	10.4 +/- 1.0 $\mu\text{m}$	9.6 +/- 0.4 $\mu\text{m}$
<b>Polarization Mode Dispersion</b>	< 0.2 $\text{ps}/\text{km}^{1/2}$	< 0.1 $\text{ps}/\text{km}^{1/2}$

Dark Fiber types may differ across a Fiber Span.

### 3.0. Span Loss Requirements

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

#### 3.1. Maximum Allowable Attenuation per Fiber Strand Formula

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

*1550 Wavelength = [Span Length (km) \* 0.25dB] + [Number of Splices \* 0.10dB] + [Number of Mated Connectors \* 0.5 dB] + [2dB]*

*1310 Wavelength = [Span Length (km) \* 0.35dB] + [Number of Splices \* 0.10dB] + [Number of Mated Connectors \* 0.5 dB] + [2dB]*

*\*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.

Table 2 – Wavelength Test Parameters

Distance	Wavelength
<50 km	1310 & 1550
50-70 km	1550
>70km (Long Haul Application)	1550 & 1625

#### 4.2. Fiber Span Loss Thresholds

##### 4.2.1. Splice Loss

All splices will be performed by Fusion Splicing. The maximum allowance of a single splice event is **0.30 dB** on existing Dark Fiber and **0.10 dB** on newly-installed Dark Fiber. *Newly-installed Dark Fiber refers to Dark Fiber builds that were non-existent prior to a Customer Dark Fiber Offering pursuant to an Order.*



In the event OOS is due to fiber core-mismatch, Zayo will perform a maximum of 3 splice attempts after which the new maximum allowance will be **0.40dB** for existing plant. In the event Zayo is unable to meet the **0.40 dB** criteria, and Zayo is able to provide evidence that the average splice loss on the entire Span does not exceed **0.15 dB**, the Span will be considered to have met the splice loss criteria in this Section 4.2.1.

#### **4.2.2. Connector Loss**

All In-line Connectors will be UPC or APC and lab created (field polish is not acceptable). The maximum allowance of a Connector with Pigtail Splice will not exceed a combined **0.50 dB** loss. Any In-line jumper (cross-connect) including patch cord and two Connectors will not exceed a combined **1.00 dB** loss.

#### **4.2.3. Reflectance**

The maximum allowance of any In-line Connector will not exceed a reflectance of **-45 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**

If the Dark Fiber is Zayo-provided and maintained, the maximum allowance of a Connector with Pigtail Splice will not exceed a combined **0.50 dB** loss. If Dark Fiber is handed off at a Demarcation that is not Zayo-provided and maintained, the combined loss may exceed **0.50dB**. Zayo is not responsible for any loss exceeding 0.50 dB on non-Zayo provided and maintained fiber.

#### **4.4.2. Reflectance**

The maximum allowance of any Zayo provided FEC (inclusive of the Launch Reel Connector) will not exceed a reflectance of **-45 dB**.

### **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.

## 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) or more 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.** Upon Zayo's notice to Customer's Technology Services, Service Delivery Team, Zayo shall be entitled to access Customer owned or controlled property ("Customer Premises") without further authorization, signature or payment requirement for the installation, maintenance, repair and removal of Zayo's equipment. 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). Zayo shall coordinate all entry requests and activities with Customer's Technology Services, Service Delivery Team prior to any work taking place on the Customer Premises. 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 (“**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 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**

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

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

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

**COMPANY NAME**

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

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

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





## Service Order Form

## Order Information

Contracting Entity [REDACTED]

Billing Account [REDACTED]

Account  
Number

Contact [REDACTED]

Phone [REDACTED]

Email [REDACTED]

Representative [REDACTED]

Phone

Email [REDACTED]

## New Service Order - 1425938

## Service Details

## Order Details

Service Order ID	[REDACTED]
Order Type	New
Service Term	36 months
Product	ELine
Metro-Intercity	Intercity

## Product Details

Product Category	Point-to-Point
Bandwidth	200Mb
Bandwidth Type	Standard
Burst Bandwidth	No
Aggregated Bandwidth	No
Mef Certified	
Price Per Mb for Burst Usage	USD 0.00

## Protection and Feature Details

Core-Network Fiber Path Diversity	No
Core-Network Protection	No
Special Routing Required	No
Quality of Service (QOS)	Off

## Service Order Component(s)

SOC Type	Term	Address	Port Handoff Sp	Bandwidth	Lateral A	Handoff	Loc Fib Path Div	Local Network Protection	Rate Limit	Rate Limit to
New	36	[REDACTED]	GigE	200Mb	One (Single)	2-Fiber (Optical SMF)	No	No		N/A
New	36	[REDACTED]	GigE	200Mb	One (Single)	2-Fiber (Optical SMF)	No	No		N/A

## Service Order Component(s)

Address	In-Building Charges	Conduit	Riser Cable	Cross Connect	Customer LOC Space & Power	New Customer Loc Device	CFA Provided by
[REDACTED]	Customer Responsibility	Customer Responsibility	Customer Responsibility	Customer Responsibility	N/A	No	Zayo
[REDACTED]	Customer Responsibility	Customer Responsibility	Customer Responsibility	Customer Responsibility	N/A	No	Zayo

## Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
ELine	Ethernet Port Charge - MRC	[REDACTED]	[REDACTED]	CA	MRC	Pending Install	1	USD 367.00
ELine	Ethernet Port Charge - MRC	[REDACTED]	[REDACTED]	AZ	MRC	Pending Install	1	USD 367.00
Monthly Recurring Charges Total:								USD 734.00

## Order Notes

Expiration Date Pricing on this Service Order Form expires if Service Order is not signed prior to 7/4/2019



Service Order ID(s): [REDACTED]

## Grand Total Costs

## Service Item Desc

## Items Total

Monthly Recurring Charges Total:

USD 734.00

## Customer Contact Information

Billing Contact: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Install Contact:

Phone:

Email:

Technical Contact:

Phone:

Email:

## Signatures

[REDACTED]

Zayo Group, LLC

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date:

Title:

Title:

## Terms and Conditions

1. Customer acknowledges that Customer is ordering the access and service(s) described above ("Offering") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.

2. All charges for the Offering in this Customer Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Offerings ("Other Fees and Surcharges") If applicable to the Offerings being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Offering billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

3. In support of Zayo meeting the FOC Date, Customer specifically acknowledges that Customer is responsible for all connectivity (and related costs) to Zayo's Components (i.e. cross-connections between (i) the Zayo demarcation point and Zayo's Components and (ii) Zayo's Components and Customer Components). In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to Zayo's Components, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel and Zayo's Components). All of the rights above, collectively, shall be referred to as "Customer Requirements" and the related costs and fees, collectively, shall be referred to as "In-Building Charges". Unless this Customer Order indicates that Zayo is responsible for In-Building Charges, Customer shall reimburse Zayo in the event that a third party bills Zayo for any In-Building Charges. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work at any location on or before the FOC Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the Offering delivered and accepted.

4. If Customer is disconnecting an Offering for any reason it must deliver notice to Zayo by email to [disco@zayo.com](mailto:disco@zayo.com).

Proprietary and Confidential



**EXHIBIT B**



# CERTIFICATE OF LIABILITY INSURANCE

8/1/2022

DATE (MM/DD/YYYY)

6/15/2022

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

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

<b>PRODUCER</b> Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Great Northern Insurance Company <b>INSURER B:</b> Federal Insurance Company <b>INSURER C:</b> Sentry Casualty Company <b>INSURER D:</b> Beazley Insurance Company, Inc. <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> 1510089 Zayo Group, LLC 1805 29th Street, Suite 2050 Boulder, CO 80301	<b>NAIC #</b> 20303 20281 28460 37540

**COVERAGES****CERTIFICATE NUMBER:** 18624979**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	3604-53-52 DTO	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7359-90-85 SIR: \$5,000	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 5,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7989-77-47	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N	90-20463-01 (AOS) 90-20463-02 (AZ, WA, WI, WY)	1/1/2022 1/1/2022	8/1/2022 8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O	N	N	V192F3210701	8/1/2021	8/1/2022	\$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Contract #: TECHS-202158403. City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects General Liability if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>18624979</b> City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## **EXHIBIT C**

Exhibit C - Pricing Internet

Site Names & Addresses			Circuit Requirements & Availability																			
Street Address	City	State	Service Type Required	Units Required	Access Type Required	Download/Upload Speed	Managed Services	Router/Term Device Required	QoS Required for	Site Availability	MTTR	Availability	Medium	Construction Required	Local Access	Support 24/7	Management	Proposed	One-Time	Other	Notes	
10 GALAPAGO STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	2000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES		\$ 1,500.00	\$0.00	\$0.00		
10 GALAPAGO STREET	DENVER	CO	SIP SESSIONS	1 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10 GALAPAGO STREET	DENVER	CO	SIP SEATS	18 435	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10 GALAPAGO STREET	DENVER	CO	INTERSTATE MINUTES	50 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10 GALAPAGO STREET	DENVER	CO	INTRALATA MINUTES	5 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10 GALAPAGO STREET	DENVER	CO	INTRASTATE MINUTES	5 500	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10 GALAPAGO STREET	DENVER	CO	DENIAL OF SERVICE SUPPORT	1	N/A	N/A	Yes	No	No	N/A	N/A	YES	FIBER	YES	ZAYO	YES		\$ 1,622.00	\$0.00	\$0.00	DDoS Mitigation pricing valid for 2G Advanced DDoS Mitigation, and below. IP Address count is unlimited.	
1000 SOUTH LOWELL BOULEVARD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES		\$ 2,900.00	\$0.00	\$0.00		
10300 EAST YALE AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
10450 SMITH ROAD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1101 LITTLE RAVEN	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1200 FEDERAL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1200 FEDERAL BOULEVARD	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	40 MBPS	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1295 SOUTH LOWELL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1323 CHAMPA STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	300 MBPS	Yes	Yes	Yes	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES		\$ 1,000.00	\$0.00	\$0.00		
1323 CHAMPA STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
16351 COUNTY ROAD 93	MORRISON	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1801 SOUTH HURON STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1810 PLATTE STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
18300 WEST ALAMEDA PKWY	MORRISON	CO	INTERNET - DEDICATED	1	DEDICATED	100 MBPS	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
18300 WEST ALAMEDA PKWY	MORRISON	CO	INTERNET - DEDICATED	1	DEDICATED	40 MBPS	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
1860 LINCOLN STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES		\$ 1,000.00	\$0.00	\$0.00		
201 W COLFAX AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	10000 MBPS	Yes	Yes	Yes	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES		\$ 2,825.00	\$0.00	\$0.00		
201 W COLFAX AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	100 MBPS	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	SIP SEATS	17 011	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	INTERSTATE MINUTES	90 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	INTRALATA MINUTES	17 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	INTRASTATE MINUTES	5 000	N/A	N/A	Yes	Yes	Yes	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	INTERNET - DSL	1	DSL	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
201 W COLFAX AVENUE	DENVER	CO	INTERNET - DSL	1	DSL	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
2601 EAST 9TH AVENUE	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	1.5 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
2635 NORTH FEDERAL BOULEVARD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
2680 WEST MEXICO AVENUE	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
28402 MOSS ROCK ROAD	GOLDEN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
29614 UPPER BEAR CREEK ROAD	EVERGREEN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
3201 CURTIS STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
3334 HOLLY STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
3540 SOUTH POPLAR STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
3801 E HAMPDEN AVENUE	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
4101 SOUTH FEDERAL BOULEVARD	SHERIDAN	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
4200 MORRISON ROAD	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
4415 JEBEL STREET	DENVER	CO	INTERNET - DSL	1	DSL/CABLE	100/20 MBPS	Yes	Yes	No	99.90%	4 Hours	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB	NO BID/ICB		
4600 HUMBOLDT STREET	DENVER	CO	INTERNET - DEDICATED	1	DEDICATED	20 MBPS	Yes	Yes	Yes	99.90%	4 Hours	NO BID										

Definitions for each tab/solution:

Option A: Zayo's proposal for a dark fiber network, please note not all sites are priced for 6 fibers, see column H for clarification. Pricing provided on a per-site basis.

Option B: Zayo's proposal for a Private Dedicated Network to satisfy the city's request for a Metro Ethernet solution. Pricing provided on a per-site basis.

Option C: Pricing, should the city wish to purchase multiple circuits at one location. This pricing accounts for the build cost to any given location only once, and provides pricing for additional circuits that is ONLY valid if the city purchases the circuit specified in the "Notes" column.

Option D: Zayo's proposal for an ELAN solution, where the city only needs to purchase 2 sites and can use VLAN tagging to set up any network architecture they want (point-to-point, Hub-and-spoke, ring)

Option E: Zayo's proposal for a 6 fiber ring, priced as a bundle, between the following sites: 10 GALAPAGO STREET, 8636 SOUTH PEORIA STREET, 11900 EAST CORNELL AVENUE, 950 JOSEPHINE STREET, 201 W COLFAX AVENUE, 2000 WEST 3RD AVENUE, 5440 ROSLYN STREET

Option F: Zayo's proposal for a 40G Private Dedicated Network, priced as a bundle, between the following sites: 10 GALAPAGO STREET, 8636 SOUTH PEORIA STREET, 11900 EAST CORNELL AVENUE, 950 JOSEPHINE STREET, 201 W COLFAX AVENUE, 2000 WEST 3RD AVENUE, 5440 ROSLYN STREET

BID INCLUDED IN ROW 57
------------------------











[illegible]



Exhibit C - Group 1 - Option B - Metro Ethernet

Site Names & Addresses					Circuit Requirements & Availability															Notes		
Site	Site Name	Street Address	City	State	Service Type Required (Data/Fiber, Metro, Ethernet, Internet)	Access Type Required (Dedicated, DSL, Cable, Cellular)	Download/Upload Speed OR Splits - Required	Managed Services Required (Yes/No)	Routed Required (Yes/No)	QoS Required for Voice & Video (Yes/No)	Site Availability Requirements	MTTR Requirement	Availability (Yes/No)	Medium (Fiber/Other)	Construction Required (Yes/No)	Local Access Provider	Support 24/7 (Yes/No)	Management Portal Availability (Yes/No)	Proposed Monthly Recurring Costs	One-Time Installation Costs	Other Costs (One-time, Equipment)	Notes
1	CITY AND COUNTY BUILDING	10 GALAPAGO STREET	DENVER	CO	Metro Ethernet	DEDICATED	10000 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,360.00	\$0.00	\$0.00	\$3,500 MRC for all three services for 10 Galapago bundled together.
2	TCR 01-TCU	10 GALAPAGO STREET	DENVER	CO	Metro Ethernet	DEDICATED	3000 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,275.00	\$0.00	\$0.00	\$3,500 MRC for all three services for 10 Galapago bundled together.
3	TCR 41	10 GALAPAGO STREET	DENVER	CO	Metro Ethernet	DEDICATED	200 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,255.00	\$0.00	\$0.00	\$3,500 MRC for all three services for 10 Galapago bundled together.
4	TCR 42	10 WEST 14TH AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
5	TCR 43	100 WEST 14TH AVENUE PKWY	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
6	DSU	1007 YORK STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
7	DENVER CENTRAL LIBRARY	101 WEST COLFAX	DENVER	CO	Metro Ethernet	DEDICATED	10000 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 4,007.00	\$0.00	\$0.00	
8	DENVER BOTANIC GARDENS	101 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	WAVELAN/CH	10000 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 4,120.00	\$0.00	\$0.00	
9	DENVER POST BUILDING	101 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 4,007.00	\$0.00	\$0.00	
10	KINNEIDY GOLF COURSE	1011 20TH STREET	DENVER	CO	Metro Ethernet	DEDICATED	10 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
11	COUNTY JAIL	10500 EAST HAMPSHIRE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
12	DPAC (DENVER PERFORMING ARTS CTR)	10550 SMITH ROAD	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
13	FLUXENTIAL CORNELL ONRAMP	1101 13TH STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
14	DEPARTMENT OF HUMAN SERVICES	11900 EAST CORNELL AVENUE	AURORA	CO	Metro Ethernet	DEDICATED	10000 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	NO	ZAYO	YES	YES	\$ 995.00	\$0.00	\$0.00	
15	FIRE STATION 27	1200 FEDERAL BOULEVARD	DENVER	CO	Metro Ethernet	DEDICATED	1000 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 1,857.00	\$0.00	\$0.00	
16	FIRE STATION 6	1214 EASTLER AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	50 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
17	POLICE DISTRICT 1	1290 BROADWAY	DENVER	CO	Metro Ethernet	DEDICATED	200 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 1,661.00	\$0.00	\$0.00	
18	POLICE ADMIN BLDG	12927 ALBION DRIVE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
19	DENVER CRIME LAB	1300 BLAKE STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
20	FIRE STATION 11	1311 WEST 48TH AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
21	FIRE STATION 14	1325 WEST 1TH AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	10 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
22	MCKINCKY BUILDING	1330 FOX STREET	DENVER	CO	Metro Ethernet	DEDICATED	200 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 1,857.00	\$0.00	\$0.00	
23	POLICE DISTRICT 14	1331 CHURCH STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
24	POLICE DISTRICT 6 (COMBINED COMMUNICATION)	1371 CHURCH STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
25	FIRE STATION 21	1375 HARRISON	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
26	POLICE DISTRICT 3 (RELOCATED)	1426 ONIDA STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
27	FIRE STATION 16	1471 BANNOCK STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,009.00	\$0.00	\$0.00	
28	POLICE DISTRICT 3 (RELOCATED)	144 WEST COLFAX	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
29	FIRE STATION 4	1500 SOUTH GRANT ST	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
30	EDU	1500 WEST IREWELL AVE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
31	DENVER ELECTIONS DIVISION	1555 CLARKSON	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
32	WWD (WASTEWATER MANAGEMENT DIVISION)	1555 WEST MEXICO AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	10 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
33	CYBER CENTER	1555 EAST 3RD AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	10 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
34	PW - OSAGE FACILITY	1566 NORTH WASHINGTON STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
35	DISTRICT 4 POLICE STATION	1580 EAST VIRGINIA AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
36	DENVER POLICE ACADEMY	1601 MILLER BLVD/STANBURN CIRCLE	DENVER	CO	Metro Ethernet	DEDICATED	1000 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,115.00	\$0.00	\$0.00	
37	FIRE STATION 7	1605 SOUTH OGDEN STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
38	DENVER ZOO	1612 MARION STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
39	HEARST CALDWELL	1621 UNIVERSITY AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
40	CITY PARK GOLF COURSE	18300 WEST ALAMEDA PKWY	MORRISON	CO	Metro Ethernet	DEDICATED	30 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
41	FIRE STATION 1	1849 EMERSON STREET	DENVER	CO	Metro Ethernet	DEDICATED	10 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
42	FIRE STATION 21	1888 WEST LAWRENCE STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
43	FIRE STATION 12	1930 37TH STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 1,280.00	\$0.00	\$0.00	
44	FIRE STATION 24	2000 WEST 14TH AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
45	POLICE DISTRICT 1	2000 WEST 14TH AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,115.00	\$0.00	\$0.00	
46	FIRE STATION 19	201 W COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	1800 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,979.00	\$0.00	\$0.00	\$4,285 MRC for IG, 100M, 400M, 5G (rows 57, 59, 60 and 62, respectively) bundled together.
47	MINOR VANSIL BUILDING	201 W COLFAX AVE 606 PHOIA	DENVER/ENGLEWOOD	CO	Metro Ethernet	DEDICATED	5000 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 3,550.00	\$0.00	\$0.00	\$4,285 MRC for IG, 100M, 400M, 5G (rows 57, 59, 60 and 62, respectively) bundled together.
48	ROSS CREEK CREEK BRANCH LIBRARY	201 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,979.00	\$0.00	\$0.00	\$4,285 MRC for IG, 100M, 400M, 5G (rows 57, 59, 60 and 62, respectively) bundled together.
49	TRAFFIC SIGNAL 1 OF 4	201 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	400 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 2,967.00	\$0.00	\$0.00	\$4,285 MRC for IG, 100M, 400M, 5G (rows 57, 59, 60 and 62, respectively) bundled together.
50	SOUTH WEST MOTOR VEHICLE OFFICE	201 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	50 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	NO BID/CH	\$0.00	\$0.00	
51	FIRE STATION 10	201 WEST COLFAX AVENUE	DENVER	CO	Metro Ethernet	DEDICATED	5000 MBPS	Yes	Yes	Yes	99.99%	4 hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 3,076.00	\$0.00	\$0.00	\$4,285 MRC for IG, 100M, 400M, 5G (rows 57, 59, 60 and 62, respectively) bundled together.
52	WOODBURY BRANCH LIBRARY	2013 SOUTH OSAGE STREET	DENVER	CO	Metro Ethernet	DEDICATED	100 MBPS	No	No	No	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	
53	DENVER POLICE TRAFFIC OPERATIONS BUREAU	2080 NORTH YORK STREET	DENVER	CO	Metro Ethernet	DEDICATED	5 MBPS	Yes	Yes	Yes	99.99%	4 hours	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	NO BID/CH	



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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Exhibit C - Group 1 - Option A - MAN/WAN Dark Fiber:

Site Names & Addresses					Circuit Requirements & Availability															Notes		
Site	Site Name	Street Address	City	State	Service Type Required (Dark Fiber, Metro Ethernet, Internet)	Access Type Required (Dedicated, DSL, Cable, Cellular)	Download/Upload Speed OR Strands - Required	Managed Services Required (Yes/No)	Router Required (Yes/No)	QoS Required for Voice & Video (Yes/No)	Site Availability Requirement	MTTR Requirement	Availability (Yes/No)	Medium (Fiber/Copper)	Construction Required (Yes/No)	Local Access Provider	Support 24/7 (Yes/No)	Management Portal Availability (Yes/No)	Proposed Monthly Recurring Costs	One-Time Installation Costs	Other Costs (Construction, Equipment)	Notes
8	ISD	18 GALAPAGO STREET	DENVER	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				MONTHLY RECURRING COST IN CELL T12 IS FOR A 6-FIBER RING CONNECTING THE SEVEN SITES LISTED TO THE LEFT. PRICING IS ONLY VALID IF CITY PURCHASES THE 6-FIBER RING TO THE SEVEN SITES LISTED.
154	ELEMENTAL EGG ENS JUNIPER LOC Z	8636 SOUTH PIEDRA STREET	ENGLEWOOD	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	NO	ZAYO	YES	YES				
13	ELEMENTAL CORNELL ONE&AMP	11900 EAST CORNELL AVENUE	AURORA	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	NO	ZAYO	YES	YES				
83	PLU CENTER	199 JOSEPHINE STREET	DENVER	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
108	WMB IGB MOL HEAD END ON IGB1 LOOP	201 W COLFAX AVENUE	DENVER	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
32	WMD WASTEWATER MANAGEMENT DIVISION	2000 WEST 18TH AVENUE	DENVER	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
70	DENVER SHIREFF	3440 ROBINSON STREET	DENVER	CO	Private Dedicated Network	DEDICATED	6	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
																		\$ 28,963.00	\$0.00	\$0.00		

Exhibit C - Group 1 - Option A - MAN/WAN Dark Fiber:

Site Names & Addresses					Circuit Requirements & Availability																	Notes
Site	Site Name	Street Address	City	State	Service Type Required (Dark Fiber, Metro Ethernet, Internet)	Access Type Required (Dedicated, DSL, Cable, Cellular)	Download/Upload Speed OR Strands - Required	Managed Services Required (Yes/No)	Router Required (Yes/No)	QoS Required for Voice & Video (Yes/No)	Site Availability Requirement	MTTR Requirement	Availability (Yes/No)	Medium (Fiber/Copper)	Construction Required (Yes/No)	Local Access Provider	Support 24/7 (Yes/No)	Management Portal Availability (Yes/No)	Proposed Monthly Recurring Costs	One-Time Installation Costs	Other Costs (Construction, Equipment)	
8	ISD	16 GALAPAGO STREET	DENVER	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES	\$ 23,889.00	\$0.00	\$0.00	MONTHLY RECURRING COSTS IN CELL T12 IS FOR A 40 Gbps PRIVATE DEDICATED NETWORK (PDN) CONNECTING THE SEVEN SITES LISTED TO THE LEFT. PRICING IS ONLY VALID IF CITY PURCHASES THE FULL 40 Gbps PDN SOLUTION TO EACH OF THE SEVEN SITES LISTED. PDN IS ASSUMED OVER 2 FIBER RING.
154	FLEXENTIAL IGGIENS J UNDER LOC Z	8636 SOUTH PICOIA STREET	ENGLEWOOD	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	NO	ZAYO	YES	YES				
13	FLEXENTIAL CORNELL ONRAMP	11900 EAST CORNELL AVENUE	AURORA	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	NO	ZAYO	YES	YES				
85	D1 CENTER	950 KOSKIPINE STREET	DENVER	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
108	WMD IGB MOE HEAD END ON IGB LOOP	201 W COLFAX AVENUE	DENVER	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
32	WMD I WASTE WATER MANAGEMENT DIVISION	2000 WEST 3RD AVENUE	DENVER	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				
10	DENVER SHERIFF	5440 BURLYN STREET	DENVER	CO	Private Dedicated	DEDICATED	40 Gbps	No	No	No	99.90%	4 Hours	YES	FIBER	YES	ZAYO	YES	YES				