

CUSTOMER SCHEDULE
Ethernet, IP, & WANs

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

1. **DEFINITIONS.** The following additional definitions shall apply to Offerings:
 - 1.1 **95th Percentile Calculation** means the calculation method used to measure Bandwidth usage for Customer Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
 - 1.2 **Allocated MRC** means, for a multipoint Offering, a portion of MRC allocated by Offering and/or each Customer location as specified on a Customer Order, and if not so specified in a Customer Order then prorated based on the number of locations associated with the Offering.
 - 1.3 **Bandwidth** means the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Customer Order, or in the event of usage based billing, the amount of data actually transmitted by Customer's Equipment.
 - 1.4 **Bandwidth Commitment** means the Customer's commitment to pay for a certain level of Bandwidth on a monthly basis. Customer agrees to pay the MRC specified on the Customer Order as a minimum monthly charge regardless of actual usage. Any applicable Bandwidth Commitment will be specified on a Customer Order.
 - 1.5 **Burst Bandwidth** means the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. 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 **NNI** means "Network-to-Network Interface" and is an interface used to interconnect a customer's network to Zayo's network.
 - 1.8 **Off-Net** means any Offering which does not meet the definition of On-Net in Section 1.9.
 - 1.9 **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.
 - 1.10 **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.
 - 1.11 **Offering Element** means each Offering element set forth in Section 6 for which a Performance Level Target is prescribed (e.g. Availability and Latency).
 - 1.12 **Third Party Cloud Provider (TPCP)** means a non-Zayo entity to which Customer desires to interconnect an Offering and with which Customer has a direct commercial relationship.
 - 1.13 **UNI** means "User Network Interface" and is an interface used to interconnect a customer's network to Zayo's network.
 - 1.14 **Unprotected Offering** means 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, 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;
 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.

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 (see Section 3.7) 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

3.5 Software-Defined Wide Area Network (“SD-WAN”) is a virtual overlay to IP-VPN or DIA which provides a fully-meshed, private VPN service. SD-WAN is a managed service using controllers, network gateways, and Zayo-provided hardware and software at the Customer premises. SD-WAN may be configurable with QoS and application level traffic steering and includes an online portal. Off-Net access methods for SD-WAN may include “bring-your-own-Internet-access” over wired or wireless connectivity. After SD-WAN activation, Customer may submit change requests to Zayo or request access to self-manage configurations via the portal. Zayo will provide up to five (5) configuration changes per network, per month, subject to availability, at no additional charge, however, Zayo may charge Customer for excessive changes or corrections.

3.6 WAN CloudLink is an Offering that enables Customer to extend their IP-VPN, SD-WAN, or ELAN to a TPCP in order to share TPCP services to one (1) or more Customer locations on the IP-VPN, SD-WAN, or ELAN. WAN CloudLink service is provided from an On-Net provider edge router (“**PE**”) with direct connectivity to the TPCP location.

- a) **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.
- b) **Managed IP-VPN Option:** IP-VPN connectivity for CloudLink may include Zayo-provided managed routers at the Customer premises. This option may include Network Address Translation (NAT) for the integration of public TPCP offerings.

3.7 Proactive Notification is an option for IP-VPN, ELAN, SD-WAN, IP Transit, and DIA in which Zayo monitors the network delivering an Offering for Outages, correlates an event to an Offering, and provides notification of such outage to Customer. Proactive Notification is provided in two configurations:

- a) **Basic Notification:** Zayo will send notification of a detected outage to Customer. Customer is responsible to verify the Offering outage and contact the NCC to open a trouble ticket.
- b) **Advanced Notification:** Zayo will send notification of a detected outage to Customer and open a trouble ticket.

4. COMPONENTS AND INSTALLATION.

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

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

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

5. SERVICE REQUESTS AND DELIVERY.

5.1 Acceptance and Projected Activation Date. Within five (5) business days of Zayo's acknowledgment to Customer of receipt of a Customer Order for On-Net Offerings, or within two (2) 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. Zayo will provide a firm order commitment date ("**FOC Date**"), a date by which Zayo estimates it will turn over Offering 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.

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 two (2) 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 two (2) 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 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, Zayo may incrementally deliver individual Offerings, when ready, which may result in different Activation Dates for such incrementally delivered Offerings. For multipoint Offerings, Zayo may incrementally deliver Offering to each Customer location when ready. The Order Term for 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 service will be based upon the Allocated MRC. Any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month. For all multipoint Offerings, Outage Credits shall be granted only to affected Customer locations based on Allocated MRC.

6. PERFORMANCE LEVEL TARGETS

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

Availability		
Offering	Configuration	Performance Level Target
IP-VPN	Unprotected	99.5%
	Protected, single PE	99.9%
	Protected, dual PE	99.99%
ELAN	Unprotected	99.5%
	Protected, single PE	99.9%
	Protected, dual PE	99.99%
DIA	Unprotected	99.5%
	Protected	99.95%
IP Transit	Unprotected	99.5%
	Protected	99.95%
CloudLink	Protected	100%
SD-WAN	On-Net, single CPE, single access	99.9%
	On-Net/Off-Net, single CPE, dual diverse access	99.99%
	On-Net/Off-Net, dual CPE, 3 or more diverse access	100%
Ethernet	Unprotected	99.5%
	Protected	99.99%

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

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

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

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

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

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

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

QoS Classes	Performance Level Target
Critical	99.8%
Preferred	99.7%

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

7 OUTAGE CREDITS.

7.1 Outage. Zayo will issue Outage Credits to Customer for circuits affected by interruptions in Offering for Offering Element failures set forth in Section 6 (“**Outage**”); provided, however, that any such interruption or failure of an Offering Element will not be deemed an Outage if caused by: (a) any act or omission of the Customer or its End User Customers, or their representatives, contractors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-Zayo equipment or systems; (c) scheduled maintenance or planned enhancements or upgrades to Zayo’s network; (d) Zayo not being given reasonable access to the premises; (e) Customer exceeding the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Customer Order; or (f) a Force Majeure Event. Each of the events described in this Section 8 (a), (b), (c), (d), (e) and (f) shall be deemed an “**Excused Outage**.”

7.2 Outage Credit. In the event of an Outage not due to an Excused Outage, 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. For purposes of determining the amount of an Outage Credit, 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 for purposes of determining Outage Credit. Unless otherwise specified, the Performance Level Objectives applicable to CloudLink Offerings shall be the Performance Level Objectives applicable to the underlying Offering used to deliver such CloudLink Offering. In the event of an Outage during which Customer experiences multiple Offering Element failures and/or Outages, the Outage Credits for each affected Offering Element shall not be aggregated; rather, the Outage Credit shall be the greater of the Outage Credit applicable to any individual Offering Element in Section 6. The maximum Outage Credit in a calendar month for any affected circuit shall not exceed 50% of the Allocated MRC for the affected circuit.

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 seven (7) days following the end of the month in which the Outage occurred. Upon receipt of Customer’s request, Zayo will investigate the claim under the terms described in this Customer Schedule. Credits will be granted only if Customer has paid all outstanding invoices by the Due Dates thereof. The issuance of credits pursuant to this Section is Zayo’s sole obligation and Customer’s sole remedy for any failure or non-performance of Offerings set forth in this Customer Schedule. Outage Credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

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.

ZAYO GROUP, LLC

Signature: _____

Name: _____

Title: _____

COMPANY NAME

Signature: _____ **No signature required**

Name: _____

Title: _____