

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement ("**MCA**") is effective as of **Month Day 20 YR** ("**Effective Date**") between Zayo Group, LLC, a Delaware limited liability company, with an address of 1821 30th Street, Unit A, Boulder, CO 80301 (collectively "**Zayo**" and each entity controlled by, controlling or under common control with Zayo, a "**Zayo Affiliate**") and (**Insert Customer Name**) , a (**Insert Country/State/Province/etc.**) (**Insert corporation/limited liability company/partnership/etc.**) with an address of (**Insert Address**) ("**Customer**"). Zayo and Customer each may be referred to herein as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1 - GENERAL

1.1 Agreement Structure. This MCA provides general terms and conditions under which Customer may from time to time purchase access to and utilization of selected portions of the Zayo fiber network and associated infrastructure ("**Access**") and certain related telecommunications and infrastructure services ("**Services**") from Zayo. Terms and conditions that apply to Access and to each type of Service are set forth in customer schedules (each a "**Customer Schedule**"). Access and Services may also be referred to as offerings ("**Offerings**") in the Customer Schedule and Customer Orders. This MCA, applicable Customer Schedules, and Customer Orders are collectively the "**Agreement**". Any part of the Agreement may be entered into and performed by any Zayo Affiliate, including those authorized to provide Access or Services in any country or jurisdiction.

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

1.3 Term. The term of each Customer Order shall commence on the Activation Date (as defined in the applicable Customer Schedule) for such Access and/or Service and continue for the period of time specified in that Customer Order. Thereafter, the term shall automatically renew for one year periods (collectively, the "**Order Term**") until terminated by either Party upon at least 90 days written notice prior to the end of the Order Term. Customer is responsible for payment to Zayo for the Access and Services to be terminated through the date of termination. The term of the Agreement is coterminous with the longest Order Term hereunder.

1.4 Order of Precedence. In the event of an express conflict between terms in the Agreement, precedence will be given, as applicable, in the following order: (a) the Customer Order, but solely with respect to the Services covered by such Customer Order (b) the Customer Schedule, but solely with respect to the Services covered by such Customer Schedule, and (c) the MCA.

ARTICLE 2 - PAYMENT TERMS

2.1 Invoicing and Payment Terms. Zayo commences billing and Customer shall be liable for payment upon the Activation Date. Zayo will provide Customer with a monthly itemized invoice for the Access and Services together with all other charges due. Customer shall pay to Zayo all amounts due in full, without offset or reduction, within 30 days from the date of the invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Agreement, Zayo invoices NRCs upon acceptance of a Customer Order.

2.2 Invoice Disputes. If Customer reasonably disputes any portion of an invoice, Customer shall timely pay all undisputed amounts and shall notify Zayo in writing and provide detailed documentation supporting its dispute by the Due Date or Customer's right to any billing adjustment shall be waived. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest, as set forth in Section 2.1 above, from and after the Due Date.

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

imposition of a percentage surcharge on the charges for Access and Services to Customer. Customer may present Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo); Zayo will give effect thereto prospectively.

2.4 Portability. Customer may terminate an existing Service (the “**Original Service**”) and make a one-time request that such Service be replaced by a new Service (“**Replacement Service**”), and Customer will not incur any early termination liability with respect to the Original Service, as long as: (a) the Original Service is On-Net, (b) the Original Service has been in-service for at least twelve (12) months of the Order Term, and (c) Customer submits, and Zayo accepts, a Customer Order for the Replacement Service that complies with the requirements of this provision (the “**Replacement Customer Order**”). The Replacement Customer Order shall reflect (i) an Order Term of at least one (1) additional year beyond the expiration date of the Order Term for the Original Service, (ii) an MRC at least equal to the MRC of the Original Service and (iii) an NRC to implement the Replacement Service (which may include costs incurred but not recovered under the Original Service). Customer may not terminate the Original Service until commencement of the Replacement Service, and must provide Zayo at least thirty (30) days' written notice of disconnection prior to disconnection of the Original Service. Customer must pay all charges for the Original Service through the disconnection date. “On-Net” means any Service which connects two locations to which Zayo is already providing the same type of Service at the time of the Order and which is provisioned entirely on Zayo facilities and does not include any third party services or special construction.

ARTICLE 3 - DEFAULT

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

ARTICLE 4 - LIABILITIES

4.1 Damage Limitations. Except for indemnity obligations arising under Section 4.4, confidentiality obligations arising under Section 5.1, or payment obligations arising under this Agreement: (i) each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the damaged Party under this Agreement, but in no event greater than an amount equivalent to the total MRC payable by Customer over the preceding twelve months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first twelve months of the Order Term, and (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Customer Schedule.

4.2 No Warranty. ZAYO 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.

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

4.4 Indemnification. Each Party (an “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns (“**Indemnified Party**”) harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 Confidentiality. Information or documentation exchanged between the Parties in performing this Agreement, including the terms of this Agreement, are subject to the terms of any non-disclosure agreement in effect between the Parties, and if none, neither Party will disclose Confidential Information to third parties (other than to vendors, if and as needed to perform under this Agreement) without the express consent of the other Party. Each Party will limit disclosure and access to Confidential Information to those of its employees, vendors, or other representatives who reasonably require such access to perform under this Agreement and who are subject to confidentiality obligations at least as restrictive as those required herein. “Confidential Information” means any information disclosed by one Party to the other in connection with the Agreement, including any terms of this Agreement and does not include information that: (i) is independently developed by the receiving Party, (ii) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement.

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

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

5.4 Governing Law; Venue; Prevailing Party. The Agreement shall be governed by and construed in accordance with the laws of Delaware, without giving effect to any conflict of law principles. Venue arising under the Agreement shall be Delaware. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If suit is brought or an attorney is retained by either party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and related expenses incurred in connection therewith.

5.5 Notices. Notices under this MCA shall be in writing and delivered by electronic mail or certified mail, return receipt requested, or by a nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **In lieu of the foregoing notice requirement, if Customer is disconnecting Access or discontinuing Service(s) of any type for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>**

If to Zayo:

Zayo Group, LLC
Attn: General Counsel, Legal
1821 30th Street, Unit A
Boulder, CO 80301
Email: legal@zayo.com

Billing Disputes:

Zayo Group, LLC:
Attn: Accounts Receivable
1821 30th Street, Unit A
Boulder, CO 80301
Email: customerservice@zayo.com

If to Customer:

[INSERT CUSTOMER NAME]
Attn: **(insert Name)**
(Address)
City State Zip

Email: **(insert email)**

(if this “Customer” section is left blank, notice shall be deemed effective if delivered to Customer’s registered office address or the last Customer address provided to Zayo by Customer)

5.6 Assignment. Neither Party shall transfer or assign, voluntarily or by operation of law or otherwise, its obligations under the Agreement without the prior written consent of the other party, except no such consent shall be required in the event of a merger, reorganization, consolidation or sale of substantially all of the Party’s assets or business in which case the assigning party shall provide notice to the non-assigning Party; provided, however, that Customer may only transfer or assign under this provision if its account balance with Zayo is current. Zayo may assign in whole or in part the Agreement or any of its rights and obligations hereunder to any Zayo Affiliate without prior notice to Customer. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.7 No Third Party Beneficiaries; Relationship and Counterparts. The Agreement is not intended for, nor shall it be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, end users. The Agreement does not create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any authority to bind the other

Party to any agreement, understanding or other instrument, in any manner whatsoever. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The Agreement may be executed via a recognized electronic signature service and/or signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures.

5.8 Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services ordered after the Effective Date and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

ZAYO GROUP, LLC

[CUSTOMER NAME]

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____