

## SERVICE SPECIFICATIONS AND TERMS – DIA SERVICES

The following service specifications (“Service Specifications”) describe the DIA Services offered under the Transport and Dedicated Internet Access Services Schedule, governed by the terms and conditions of the Zayo Group Master Service Agreement (“MSA”). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

**A. STANDARD DIA SERVICES.** Standard DIA Services provide the Customer dedicated connectivity to the public Internet utilizing Zayo’s Optical Ethernet Service or Private Line Service as the underlying access platform.

- 1. Service Configurations.** Standard DIA Services are provisioned with (i) an IP Port, which is the equivalent of the Internet bandwidth being delivered and (ii) an Access Charge, which is equivalent to the transport between the Customer demarcation point and the Zayo upstream Internet router. Standard DIA services may be configured as protected or unprotected circuits as described in the MSA.
- 2. Service Bandwidth.** Standard DIA Services are available in the following bandwidth increments which are equivalent to the IP Port described above:
  - a) Gigabit Ethernet DIA Service operates at a data rate of 1 billion bits per second (one gigabit) as defined in the IEEE 802.3 standard. This product will have an optical Gigabit Ethernet interface and be offered in the following increments: 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000 Mbps.
  - b) Fast Ethernet DIA Service operates at a data rate of 100Mbps as defined in the IEEE 802.3 standard. This product will have an electrical Fast Ethernet interface and be offered in the following increments: 10, 20, 30, 40, 50, and 100 Mbps.
  - c) DS3 DIA Service operates at a data rate of 44.736 Mbps. This product will have an electrical coaxial interface and be offered in the following increments: 10, 20, 30, and 45 Mbps.

**B. BURSTABLE DIA SERVICES.** Burstable DIA Service provides the Customer dedicated connectivity to the public Internet utilizing Zayo’s Optical Ethernet Service or Private Line Service as the underlying access platform. Burstable DIA Service requires the Customer to select a base Bandwidth Commitment and allows for bursting up to a Maximum Burst Rate at any time. Customers are charged a per Mbps rate above the Bandwidth Commitment.

- 1. Service Configurations.** Burstable DIA Services are provisioned with (i) an IP Port, which is the equivalent of the Bandwidth Commitment being delivered, (ii) a Maximum Burst Rate Charge, which is equivalent to the transport between the Customer demarcation point and the Zayo upstream Internet router, and (iii) an Overage Charge which is equivalent to the per Mbps charge for bandwidth utilization above the Bandwidth Commitment. Burstable DIA Services may be configured as protected or unprotected circuits as described in the MSA.
- 2. Service Bandwidth.** Burstable DIA Services are available in the following bandwidth increments which are equivalent to the IP Port described above:
  - a) Gigabit Ethernet DIA Service operates at a data rate of 1 billion bits per second (one gigabit) as defined in the IEEE 802.3 standard. This product will have an optical Gigabit Ethernet interface and be offered in the following increments: 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000 Mbps.
  - b) Fast Ethernet DIA Service operates at a data rate of 100Mbps as defined in the IEEE 802.3 standard. This product will have an electrical Fast Ethernet interface and be offered in the following increments: 10, 20, 30, 40, 50, and 100 Mbps.
- 3. Burstable Billing.** Monthly billing is based on the level of bandwidth utilized by the Customer over the billing cycle. Zayo polls monthly usage at 5-minute intervals throughout the billing cycle. Two samples are taken, one for inbound and one for outbound Internet traffic. The higher of the two samples is used and

the top 5% of the highest bandwidth utilization is discarded. Billing is based on the Bandwidth Commitment plus the Overage Charge, which is the bandwidth utilized beyond the Bandwidth Commitment.

### C. ADDITIONAL TERMS RELATED TO DEDICATED INTERNET ACCESS SERVICE.

1. **Utilization Forecast.** Customer may be required to provide Zayo with quarterly or monthly utilization forecasts. Failure to provide such forecasts or chronic under-forecasting may affect Zayo's network efficiency and could result in termination of Service under one or more applicable Service Order(s) upon thirty (30) days notice in the event Zayo determines in its sole discretion that its network efficiency has been adversely affected.
2. **IP Address Allocation Policy.** Zayo assigns IP addresses to its customers for use with certain IP/data based Service. Zayo shall retain any assigned public IP addresses when a customer's service is terminated. Zayo and Customer agree that assigned addresses are "non-portable" and other providers are not allowed to route these addresses. Customer, who has its own IP addresses, which are allocated directly from American Registry for Internet Numbers (ARIN), will be ported/routed by Zayo where reasonably possible. Zayo cannot guarantee the portability/routability of these addresses beyond its own backbone and to the Internet in general. Zayo reserves the right to modify its IP Address Allocation Policy without notice.
3. **Caching.** Zayo reserves the right to cache data, including but not limited to advertisements, from Customer's servers to end-users which is transported over Zayo's network. In the event Zayo acts to protect its' network integrity data, Customer agrees to co-operate with Zayo in the caching process. Customer agrees to make reasonable changes to Customer client and server code in order to allow Zayo to cache the data. Notwithstanding anything in this Agreement to the contrary, Zayo shall have the right to increase its prices as a result of the failure to adequately cache. Customer shall have thirty (30) days from the date it receives notice of such price increase to either accept such increase or terminate the Service Order without penalty. The prices set forth in the applicable Service Order shall remain in effect during such 30-day period. Thereafter, the new increase prices shall take effect.
4. **Traffic Limitation.** The DIA Services provided hereunder are to be used only in conjunction with services purchased from Zayo. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse Zayo's connections unless such traffic originates from or is destined for Customer end-users assigned to the service ports provided under this Agreement. Traffic not described in the preceding sentence shall be blocked from traversing Zayo's peering connections.
5. **Fraud and Network Security.** Zayo is not liable for any damages Customer may incur as a result of the unauthorized use of Customer's network facilities. In no event will Zayo be liable for protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices. Zayo shall have the right, but not the obligation, to immediately deactivate Customer's Services in the event Zayo reasonably believes such Service is the subject of theft or fraud.