



**Zayo Group, LLC
Alliance Referral Agreement**

THIS ALLIANCE REFERRAL AGREEMENT (“Agreement”), entered into on _____, 20____ (“Effective Date”), by and between Zayo Group, LLC, a Delaware limited liability company, together with its affiliates (“Zayo”), whose address is 1805 29th Street, Suite 2050, Boulder, Colorado 80301 and _____ (“Partner”), a _____ whose address is _____.

Partner’s Tax Identification Number is: _____.

RECITALS

WHEREAS, Zayo provides Services (defined below) to Customers.

WHEREAS, Partner desires to refer Service opportunities to Zayo.

NOW, THEREFORE, Zayo and Partner agree as follows:

AGREEMENT

1. Definitions.

- A. **“Customer”** means a person or entity to which Zayo provides Services.
- B. **“Customer Term”** means the amount of time for which a Customer commits to buy a Service from Zayo, as stated in an Order.
- C. **“MRR”** means the monthly recurring revenue for a Service as stated in an Order. MRR does not include, without limitation, non-recurring charges, taxes, surcharges, installation charges, time and materials or construction, expedite fees or order change charges.
- D. **“Order”** means a request from a Customer for Service(s) together with an agreement by the Customer to the terms and conditions under which Zayo has offered such Service(s).
- E. **“Referral Fee”** is defined in Section 5.
- F. **“Service(s)”** means any service that is generally being made available by Zayo to Customers.

2. Term of Agreement. This Agreement is effective as of the Effective Date and remains in effect until terminated by either party for any reason by providing five (5) days written notice to the other party.

3. Appointment of Partner.

- A. Zayo grants Partner the non-exclusive right to refer Customers desiring to purchase Services to Zayo. Zayo may also market Services, including through its own representatives or through other agents.
- B. Partner and Zayo are independent contractors. Partner shall make no representations or warranties relating to the Services except as set forth in Zayo’s approved written contracts. Partner shall have no authority to bind Zayo, by contract or otherwise.

- C. Except directly in connection with the marketing of Zayo Services pursuant to this Agreement, Partner shall not use Zayo trade names, trademarks or other intellectual property in any way.

4. Sales Referrals.

- A. Partner may refer Zayo potential customers and related Service opportunities. Referrals will not be accepted nor will Referral Fees be paid (a) for any current customer of Zayo (i) where Zayo is actively pursuing the same opportunity, or (ii) which, in Zayo's discretion, is strategic to Zayo such that referrals by Partner do not provide value to Zayo, or (b) respecting any entity in which Partner has an ownership interest or an employer/employee relationship.
- B. All referral submissions and any Orders related thereto are subject to acceptance by Zayo in its sole and absolute discretion.

5. Referral Fees.

- A. For Orders for Services referred to Zayo by Partner and accepted by Zayo within 180 days of the referral, Zayo will pay Partner a one-time Referral Fee equal to i) 100% percent of the first month's MRR for the Services if the Customer Term is between 12-23 months, or ii) 200% of the first month's MRR for the Service if the Customer Term is 24 months or more (the "Referral Fee"). Referral Fees are only payable after the Service has been installed and the Customer has remitted full payment of the first month's MRR. Referral Fee payments will be made on or before the 30th day of the month following such payment by Customer. Payment will be made by check or electronic funds transfer to a bank account designated by Partner in writing.
- B. If a Referral Fee is paid by Zayo and the Customer cancels the applicable Service or its Service is otherwise terminated within six (6) months of installation, the Referral Fee paid to Partner is subject to chargeback (and may be offset against any future Referral Fees).

6. Confidential Information. Information or documentation exchanged between the parties in performing this Agreement, including the terms of this Agreement and the terms of Service on which Zayo sells or purposes to sell Services to Customers or prospective Customers, are subject to the terms of any non-disclosure agreement in effect between the parties, and if none, the parties agree to keep any such information which is of a confidential nature confidential and not disclose such information to third parties.

7. Indemnification and Limitation of Liability.

- A. Each Party shall indemnify, defend and hold harmless the other Party from any and all third party claims, actions, damages, expenses and other liabilities, including reasonable attorney's fees and costs of litigation, resulting from such party's negligence, willful misconduct, intentional misrepresentations, or the breach of this Agreement.
- B. OTHER THAN FOR BREACHES OF SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, WHETHER IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Notices.

Any notice required or allowed hereunder shall be in writing and shall be deemed given when sent by the United States Mail, registered or certified mail, return receipt requested, postage prepaid, or

by a nationally recognized courier, addressed as follows, or to such addressee or address as changed by written notice to the other party:

Partner:

Zayo: Zayo Group, LLC
Attn: General Counsel
1805 29th Street, Suite 2050
Boulder, CO 80301

9. General.

- A. Unless otherwise provided herein, this Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party to thereafter enforce such provision.
- B. Partner may not assign this Agreement without the prior written consent of Zayo.
- C. This Agreement is governed by the laws of the State of Colorado. Any suit to enforce or construe this Agreement shall be brought in Boulder, Colorado. The prevailing party shall be entitled to recover its attorney’s fees and expenses in any successful action to enforce this Agreement
- D. This Agreement sets forth the entire understanding of the parties and supersedes and terminates any prior agreements, understandings, or representations between the parties, whether written or oral, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ZAYO GROUP, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____
