

CODE OF CONDUCT

Zayo is committed to high standards of social responsibility and ethical conduct. Zayo requires its contractors to meet the same high standards it has set for itself and to review the clauses below which are referred to herein as the Code of Conduct and agree to adhere to its principles as a condition of doing business and supplying goods or services to Zayo.

- (a) **Compliance with Laws.** Contractor shall comply with all applicable laws and regulations regarding, among other things, environmental matters, occupational health and safety, labor and employment practices, human rights, immigration, anti-corruption, privacy protection, product safety, shipping and product labelling.
- (b) **Labor and Human Rights.** Contractor shall not use workers under the applicable legal age of employment or forced or involuntary labor or engage any third party that uses such workers. Contractor shall have in place and enforce appropriate policies to ensure the workplace is free of harassment, abuse, and discrimination, and Contractor will not engage in any discrimination in hiring and employment practices.
- (c) **Wages and Compensation.** Contractor must comply with all applicable employment standards laws, including those relating to minimum wages, overtime hours and legally mandated benefits.
- (d) **Health and Safety.** Contractor shall have in place and enforce appropriate policies to ensure that workers will not be subjected to unsafe working conditions, including workplace harassment and violent, and shall provide its workers with a safe and healthy workplace in compliance with all applicable health and safety laws and regulations. Contractor shall inspect the working environments where its employees, agents, or subcontractors are or may be present on the right-of-way owner's premises and shall promptly take action to correct conditions that cause or may reasonably be expected to cause these working environments to become an unsafe place of employment. Contractor shall indemnify and hold harmless Zayo and the right-of-way owner, their respective directors, officers, employees, servants, heirs, assigns, and agents from and against any and all claims, loss, or liability in any manner arising directly or indirectly out of Contractors' failure to comply with this Code of Conduct. This indemnification specifically extends to all fines and penalties, costs and attorney's fees incurred as the result of the conduct caused by or contributed to by Contractor.
- (e) **Environment.** Contractor must comply with all applicable environmental laws and requirements, and are encouraged to have programs and policies in place to minimize their organization's overall environmental impact.
- (f) **Contractor Assessment and Monitoring.** Zayo reserves the right to assess and monitor Contractor's practices regarding this Code of Conduct. Contractor may be asked to provide a report outlining their compliance with this Code of Conduct. In the case of non-compliance, Contractor will take all reasonable measures to meet the standards outlined in this Code of Conduct in a diligent manner, or face the termination of their right to supply goods and services to Zayo.

SAFETY REQUIREMENTS

When working on any railroad right-of-way, the safety and continuity of operations of trains are of paramount importance. Contractor shall arrange its Services so that the personnel, trains and the tracks and appurtenances will be protected and safeguarded at all time.

- (a) Contractor shall utilize a suitably qualified safety inspector who will head its safety management program. This safety inspector will be responsible for developing the required safety management plan, ensuring attendance by all Contractor's and its subcontractors' personnel at railroad safety training classes, and enforce compliance therewith in accordance with the applicable railroad safety rules, requirements, laws, regulations, codes, and the Contract Documents.
- (b) Accidents, injuries, and illnesses requiring medical attention other than first aid, damage to property of Zayo, right-of-way owner, and Contractor, and fires shall be orally reported to Zayo at the time of the incident. Written reports, satisfactory in form and content to Zayo and meeting applicable codes/regulations, shall be submitted, promptly after each incident, by Contractor to all involved parties as required by the applicable regulations, codes, and other requirements. Contractor shall comply with applicable legislation regarding the reporting of workplace accidents, injuries or illness to the applicable provincial and federal authorities, including the workers' compensation board.
- (c) Contractor shall maintain accident, injury and illness records and statistics with respect to the Job Site and as required by all applicable laws, statutes, ordinances, regulations, and codes; and such records and statistics shall be available for inspection and copying by Zayo, and shall be submitted by Contractor to governmental agencies as required by law.
- (d) When the possibility of injury to persons or damage to property is anticipated, Contractor shall take immediate remedial action, including the stoppage of Services where necessary, to prevent such injury or damage. Should Contractor encounter any unexpected hazardous, toxic, or other condition in furtherance of the Services, Contractor shall immediately cease such activity and shall notify Zayo, and shall thereafter coordinate with Zayo and the pertinent right-of-way owner in efforts to remedy such condition.
- (e) Contractor shall take particular care to prevent the fouling of the railroad tracks, and to avoid coming into contact with, or causing damage to the railroad tracks, any water, sewer, steam, gas, fuel, or other pipe lines, mains or service pipes, electrical, communications, other energy transmission conduits, cables, wires, or service connections, other private, utility, or governmental facilities, and any hazardous, toxic, or dangerous condition or thing, whether they are located upon, below, or above the ground surface. Contractor shall be responsible for protection of the integrity of all railroad tracks. Repair of any and all damage, if sustained, will be the responsibility of and costs shall be borne solely by Contractor or its subcontractors. Contractor shall take all necessary and/or customary precautions to prevent injury to persons or property from open manholes, excavations, ditches,

and from materials or equipment left on the Job Site, by placing signs and lights, erecting barricades, or doing other things as prudence may require or as mandated by law, local regulations, or the right-of-way owner.

- (f) If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the Job Site by Contractor, a subcontractor or anyone directly or indirectly employed by them, Contractor shall, prior to harmful exposure to any employees on the Job Site to such substance, give both immediate oral notice and follow up written notice of the chemical composition thereof to Zayo in sufficient detail and time to permit compliance with such laws by Zayo, other contractors and employers on the Job Site, to the extent Material Safety Data Sheets (MSDS) exist, they shall also be provided.
- (g) Contractor shall be responsible for, at Contractor's expense, the provision of all necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the work. Contractor shall be responsible for, at Contractor's expense, determination of necessity, and provision of, security to protect materials, work in progress, or finished work. The foregoing notwithstanding, on railroad right-of-way Zayo will arrange for and pay for railroad flaggers.
- (h) In the event Contractor encounters on the Job Site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), or other potentially dangerous substance, which has not been rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to Zayo in writing. The Services in the affected area shall resume in the absence of such substances, or when it has been rendered harmless. In case of dispute, Zayo shall have the right to determine whether work should resume and shall so state in writing.
- (i) Contractor shall comply with applicable legislation regarding the in transportation of materials including, but not limited to regulations which apply to securing of equipment for transport, marking and placarding of transport vehicles and regulations governing driver qualifications. If applicable, Contractor shall comply with the requirements of the drug testing, education and training program imposed upon operators of commercial vehicles by the applicable state or provincial department of transportation.
- (j) Contractor agrees that if any of the work to be performed is subcontracted, the requirements of the preceding paragraphs in this section shall be incorporated into a written agreement executed between Contractor and the subcontractor.