

MASTER SERVICE AGREEMENT

This Master Service Agreement ("**MSA**") is made effective as of _____, 2024 ("**Effective Date**") by and between Zayo Group, LLC, a Delaware limited liability company, and its affiliates and subsidiaries with an address of 1805 29th Street, Suite 2050, Boulder, CO 80301 ("**Zayo**") and Mountain View Whisman School District, a California public entity with an address of 1400 Montecito Avenue, Mountain View, CA 94043 ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

ARTICLE 1 - GENERAL

1.1. Agreement Structure. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("**Services**") from Zayo for its use and/or for resale to its customers ("**End User Customers**"). Additional terms and conditions that apply to each type of Service are set forth in service schedules (each a "**Service Schedule**"). This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments are hereby incorporated herein, and shall collectively be referred to as the "**Agreement**."

1.2. Orders for Services. Customer may request Zayo to provide a Service by submitting a service order in a form provided by Zayo from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Zayo. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by Zayo.

1.3. Order of Precedence. In the event of an express conflict between a term(s) of this MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) this MSA.

ARTICLE 2 - PAYMENT TERMS

2.1. Credit and Deposit. If requested by Zayo, Customer shall complete and submit Zayo's standard credit application. Zayo may from time to time conduct a review of Customer's credit rating and payment history. Zayo may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, Zayo may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. Zayo shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Zayo, when Zayo determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

2.2. Billing Commencement. Zayo may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Schedule.

2.3. Invoicing and Payment Terms. Zayo will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. All amounts due Zayo are payable in full within thirty (30) days from date of 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 (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, Zayo shall invoice Customer for any NRC upon acceptance of a Service Order.

2.4. Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Zayo in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer

shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 2.3 from the date the payment was originally due. A dispute regarding bandwidth usage may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 3 - TERM

3.1. MSA Term. This MSA shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MSA, and may be renewed at Customer's sole discretion for successive one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

3.2. Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the Service Order may be renewed as agreed to between the parties (collectively, the "**Service Term**"). Customer shall continue to be responsible for payment to Zayo for the Services provided. Following the initial Service Term stated in any Service Order, Zayo reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE

4.1. Customer Default.

4.1.1. Customer is in default of this MSA if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from Zayo; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Zayo; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

4.1.2. In the event of a Customer Default, Zayo may suspend Services to Customer until Customer remedies the Customer Default, or Zayo may terminate this MSA and/or any or all of the Services being provided hereunder. Zayo may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Zayo at law or in equity.

4.2. Zayo Default.

4.2.1. Zayo is in default of this MSA if Zayo fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer ("**Zayo Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Zayo Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Service Schedule.

4.2.2. In the event of a Zayo Default, Customer may terminate the Services and the Agreement upon written notice to Zayo. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 5 - TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise

in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("**Taxes**"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services ("**Other Fees and Surcharges**"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1. General Limitations. To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility providers and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Zayo's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Zayo from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

6.2. Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, 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, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6.3. No Liability for Certain Actions. Zayo is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End User Customers, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End User Customers. Zayo exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

ARTICLE 7 - INDEMNIFICATION

7.1. Indemnification. Each Party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other Party, its directors, officers, employees, and agents, successors and assigns ("**Indemnified Party**"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo hereunder, for any claims by any third party, including End User Customers, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End User Customers; (b) damage to

property or personal injury (including death) arising out of the acts or omissions of End User Customers; (c) termination or suspension of Services of Customer or End User Customers, due to a Customer Default; or (d) claims by a third party, including without limitation End User Customers, arising out of or related to the use or misuse of any Service.

7.2. Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 - CONFIDENTIALITY

"Confidential Information" shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Zayo offers under this Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. 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, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article to the contrary, the fact that Customer is a customer of Zayo shall not be deemed Confidential Information and Zayo may disclose the same without liability therefor.

ARTICLE 9 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1. Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications

Commission ("FCC"), Zayo's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

10.2. Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of California.

10.3. Prevailing Party. In the event that suit is brought or an attorney is retained by either party to enforce the terms of this 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, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.4. Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Zayo and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

10.5. Assignment; Binding Effect. Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Zayo. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

10.6. Notices. Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by 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. **If Customer is disconnecting Service(s) for any reason, it also must deliver notice to Zayo by email to "disco@zaye.com"**

If to Zayo:	If to Customer:
<p>Zayo Group, LLC Attn: General Counsel, Legal 1805 29th Street, Suite 2050 Boulder, CO 80301</p> <p>Zayo Group, LLC Attn: Accounts Receivable 4772 Walnut Street, Suite 100 Boulder, CO 80301 customerservice@zayo.com</p>	<p>Mountain View Whisman School District Attn: Rebecca Westover, Chief Business Officer 1400 Montecito Avenue Mountain View, CA 94043</p>

10.7. No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User Customers.

10.8. Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the Customer. In the event that any one or more of the provisions of this MSA shall for any reason be held to be invalid or unenforceable, the remaining provisions of this MSA shall be unimpaired, and shall remain in effect and be binding upon the Parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

10.9. Counterparts/Facsimile Signatures. This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Schedule and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission. or may be signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures for all applicable purposes.

ZAYO GROUP, LLC

Signature: _____

Name: _____

Title: _____

**MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT**

Signature: _____

Name: _____

Title: _____

DARK FIBER SERVICES SCHEDULE

Customer: **Mountain View Whisman School District**

This Dark Fiber Services Schedule ("**Service Schedule**") is subject to, and made a part of, that Master Services Agreement ("**MSA**") entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Zayo network ("**Dark Fiber**") ("**Dark Fiber Services**" or "**Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. **DEFINITIONS** ...The following additional definitions shall apply to Dark Fiber Services:

- 1.1 **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by Segment on a pro-rata basis, unless otherwise specified in a Service Order.
- 1.2 **Backbone** means the primary Zayo cable(s) in a given metropolitan area or long-haul route. As used in a metropolitan context, a backbone is typically a multi-ring fiber optic communication system connected to the areas central offices, carrier hotels, points of presence and other telecommunications nodes. As used in a long-haul context, a backbone is typically a point-to-point multi-cable route connecting telecommunications nodes in two metropolitan areas. Both collect and carry telecommunications traffic gathered from smaller lines that interconnect with it.
- 1.3 **Costs** mean any applicable cancellation, termination or other charges from a third party, charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or materials and equipment costs.
- 1.4 **Customer Requirements** shall have the meaning set forth in Section 4.2, below.
- 1.5 **Demarcation Point** is the network interface point specified on a Service Order where Zayo hands off Service to Customer.
- 1.6 **Estimated Delivery Date** is the date or delivery interval specified in a Service Order, in which Zayo estimates the Dark Fiber Service to be available.
- 1.7 **Lateral** means a discrete fiber optic communication system Segment or spur owned by or acquired by Zayo that branches off from the Backbone to a Customer Location.
- 1.8 **On-Net** is a location to which, at the time that a Service Order is placed, Zayo (i) has available Dark Fiber, provisioned entirely on Zayo facilities (not including fiber optic infrastructure provided by a third-party supplier or requiring special construction) and (ii) has the right to connect its Dark Fiber to Customer at a designated termination point.
- 1.9 **Off-Net** is a location which does not meet the definition of On-Net.
- 1.10 **Service Specifications** means both the definitions and performance specifications of a Service detailed herein and in a Service Order.
- 1.11 **Segment** is a span of Dark Fiber between Locations specified in a Service Order.
- 1.12 **Zayo POP** refers to Zayo's point of presence at which Zayo provides interconnectivity to its network routes and facilities.

2. **GRANT OF LEASE.** As of the Service Activation Date, for any Dark Fiber ordered under a Service Order, Zayo agrees to lease to Customer, and Customer agrees to lease from Zayo, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Zayo's personal property even if installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Zayo installed between the Demarcation Points. Customer shall keep Zayo's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, any taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Zayo, Zayo shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Zayo herein to remedy a breach of this Schedule. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

3. **SERVICE REQUESTS AND DELIVERY**

- 3.1 **Service Order Acceptance.** Zayo may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.
- 3.2 **Service Activation.** After Zayo has determined that the Service conforms to the relevant Service Specifications {including power and OTDR testing to verify performance within industry standard for calculated budget loss), Zayo will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have five (5) days in which to notify Zayo that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Zayo within such (5) day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Zayo from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement including obtaining the necessary Customer Requirements, Zayo may continue with the acceptance procedures to the extent possible and the Service Activation Date will be deemed to occur as of the Estimated Delivery Date or the date that Zayo is ready to deliver the related Service, whichever is later.
- 3.3 **Incrementally Delivered Segments.** Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Segments of a Service, when ready, which may result in different Service Activation Dates for such incrementally delivered Segments. The initial Service Term for each incrementally delivered Segment shall begin on its respective Service Activation Date and end after the period specified as the Service Term from the Service Activation Date of the last Segment delivered. The charge associated with a delivered Segment will be based on the Allocated MRC.

4. EQUIPMENT AND INSTALLATION

- 4.1. **Access and Customer Premises Obligations.** In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically compatible cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related Costs to connect to the Demarcation Point and for securing all rights and paying the related Costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, Lateral 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). All of the above, collectively, shall be referred to as "**Customer Requirements**" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location.
- 4.2. **Zayo Facilities.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's conduit, fiber optic cable, fiber termination panels or any other equipment ("**Zayo Facilities**"). Customer shall be liable for any loss of or damage to Zayo Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment other than Zayo Facilities, Customer shall compensate Zayo for actual time and materials expended during the service call and for any work performed by Zayo on non-Zayo facilities.

5. USE OF SERVICE

- 5.1. Subject to the limitations set forth in this Schedule, Customer shall use the optical fiber strands of the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant infeasible or other rights of use in or to all or any part of the optical fiber strands as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

Exhibit A

Monitoring, Maintenance & Repair

1. **Purpose.** This Exhibit describes the policies and procedures Zayo utilizes to monitor and maintain the Dark Fiber Service. Zayo shall ensure that the Dark Fiber Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance) or restore (in the case of non-routine maintenance) the functionality of the Dark Fiber Service. Zayo reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. **Network Monitoring.** Zayo's Network Operations Center ("NOC") proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Zayo utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.
3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network, Zayo shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Dark Fiber Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Zayo NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Zayo will provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.
4. **Non-Routine & Emergency Maintenance.** Non-Routine Maintenance is maintenance that restores the functionality of the Dark Fiber Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the Customer's side of the Demarcation Point. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Zayo Customer Support at 1-866-236-2824, or mr@zayo.com. Escalation procedures following opening of a Trouble Case are defined below.
5. **Fiber Optic Cable Repair & Restoration.** Following receipt of Customer's notification of a Trouble Case, Zayo shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Zayo has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Zayo shall use its best efforts to begin Service restoration within two (2) hours following identification of such failure. Zayo shall use its best efforts to then restore the functionality of the Dark Fiber Service no later than six (6) hours following initiation of restoration activities. During an outage Zayo shall contact Customer on a regular basis, to update the status of restoration. Zayo is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Zayo reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.

5.2. Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise the Dark Fiber. Customer will not install any equipment to be used with the Service that damages or interferes with Zayo network.

6. MAINTENANCE, RELOCATION AND ADJUSTMENTS

6.1. **Maintenance.** Zayo shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with Exhibit A. Customer shall reimburse Zayo for its proportionate share of Non-Routine maintenance. In the event Zayo is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Zayo's services, Zayo reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense.

6.2. **Relocation.** Customer acknowledges and agrees that, after the Service Activation Date, Zayo may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Zayo network. In such event Customer shall reimburse Zayo for its proportionate share of the Costs related to such relocation

DATED this ____ day of _____ - _____, 2024.

ZAYO GROUP, LLC

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____



Order Form

Order Information

Contracting Entity	Santa Clara County E-Rate Consortium	Billing Account	Mt View Whisman SD	Account Number	
Representative	Cory Dingman	Phone		Email	cory.dingman@zayo.com

New Order - 2286892

Order Details

Order Details		Product Details	
Order ID	2286892	Product Category	Point to Point
Order Type	New	Number of Fibers	2
Order Term	120 months	DF Estimated Route Miles	0.64
Estimated Delivery Date	120 Business days from execution		
Product	Dark Fiber		

Order Component(s)

Record Type ID	Address	Address	Bandwidth	Space Code	Lateral A	Lateral A	Lateral Z	Lateral Z Details
Dark Fiber	777 W Middlefield Rd/FI-1/Rm-MPOE Mountain View, CA 94043	750-A San Pierre Way/FI-1/Rm-MPOE Mountain View, CA 94043			One (Single)		One (Single)	

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
Dark Fiber	Dark Fiber	SOC-0005017838	777 W Middlefield Rd/FI-1/Rm-MPOE Mountain View CA 94043	MRC	Pending Install	1	USD 530.00	USD 530.00
Dark Fiber	Installation Fee	SOC-0005017838	777 W Middlefield Rd/FI-1/Rm-MPOE Mountain View CA 94043	NRC	Pending Install	1	USD 165,000.00	USD 165,000.00
Monthly Recurring Charges Total:								USD 530.00
Non Recurring Charges Total:								USD 165,000.00

Contract Details

Details	
Governing MSA	Santa Clara County E-Rate Consortium Master Service Agreement 2018-05-01

Order Notes

Expiration Date Pricing on this Order Form expires if Order is not signed prior to May 24, 2024

Order ID(s): 2286892**Grand Total Costs**

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 530.00
Non Recurring Charges Total:	USD 165,000.00

Customer Contact Information:

Role(s)	Name	Phone	Email
Billing Contact	Jon Aker	(650) 526-3500	jaker@mvwsd.org
Primary	Jon Aker	+1 650-526-3500	jaker@mvwsd.org
Technical	Valerie Palmer		vpalmer@oneteloperations.com

Signatures**Zayo Group LLC****Santa Clara County E-Rate Consortium**

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date:

Title:

Title:

Terms and Conditions

1. Customer acknowledges that Customer is ordering the access and service(s) described above ("Dark Fiber Offerings" or "Offerings") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.

2. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>.

Proprietary and Confidential