





## Order Form

## Order Information

<b>Contracting Entity</b>	City of Fort Collins, CO	<b>Billing Account</b>	City of Fort Collins, CO	<b>Account Number</b>	29661
<b>Contact</b>	Brad Ward	<b>Phone</b>	(970) 221-4007	<b>Email</b>	bward@fcgov.com
<b>Representative</b>	Katlyn Rideout	<b>Phone</b>	720-513-1353	<b>Email</b>	katlyn.rideout@zayo.com

## New Order - 1447455

## Order Details

Order Details	
SO #	1447455
Order Type	New
Term	60
Product	Metro-Interconnect
Product Category	Point to Point

## Dark Fiber - Customer Signature

Location A	Location Z	Lateral A	Lateral Z	Lateral A Details	Lateral Z Details	New Item
1200 Striker Ave/FI-1/Rm-MMR	1200 Striker Ave/FI-1/Rm-MMR					Yes

Space Code	Bandwidth

Description	Type	Status	Quantity	Amount	Items Total
Cross Connect- MRC	MRC	Pending Install	1	USD 250.00	USD 250.00
Installation Fee	NRC	Pending Install	1	USD 500.00	USD 500.00

## Order Notes

**Expiration Date** Pricing on this Order Form expires if Order is not signed prior to 7/25/2019

**Storage Policy** [Storage Policy](#)

**DC Rules and Regulations** [Datacenter Rules and Regulations](#)

**Additional Terms and Conditions** Zayo and Customer agree that this Service Order qualifies as "Additional Services" and contributes toward the \$4,050 MRR total previously agreed on Service Order 1383818. The same terms and conditions relating to the negotiation of the Master Customer Agreement and accompanying Service Schedule in Service Order 1383818 apply to this Service Order.

Current Status = \$4,050 SO-1383818  
 Minus - \$887.83 - SO-1441024  
 Minus - \$250.00 - SO-1447455  
 Remaining Balance = \$2,912.17

## Contract Details

Details	
Schedule	Zayo Group, LLC Customer Schedule Colocation Offerings 2019-02-01
Governing MSA	Zayo Group, LLC Standard Master Customer Agreement 2019-02-01

**Order ID(s): 1447455****Grand Total Costs**

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 250.00
Non Recurring Charges Total:	USD 500.00
Taxes and impositions As Invoiced <sup>2</sup>	

**Signatures****City of Fort Collins, CO**Signature: 

Printed Name: Gerry Paul

Date: June 25, 2019

Title: Purchasing Director

**Zayo Group, LLC**Signature: 

Printed Name: Dan Stoll

Date: July 9, 2019

Title: SVP Fiber Solutions

DocuSigned by:

Dan Stoll

79E06A3EB154405...

**Terms and Conditions**

1. Customer acknowledges that Customer is ordering the access and services(s) described above ("Offering") 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. All charges for the Offering in this Customer Order 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 Offerings. ("Other Fees and Surcharges") If applicable to the Offerings 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 Offering billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

3. In support of Zayo meeting the FOC Date, Customer specifically acknowledges that Customer is responsible for all connectivity (and related costs) to Zayo's Components (i.e. cross-connections between (i) the Zayo demarcation point and Zayo's Components and (ii) Zayo's Components and Customer Components). In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to the Zayo Components, 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 and Zayo's Components). All of the rights above, collectively, shall be referred to as "Customer Requirements" and the related costs and fees, collectively, shall be referred to as "In-Building Charges". Unless this Customer Order indicates that Zayo is responsible for In-Building Charges, Customer shall reimburse Zayo in the event that a third party bills Zayo for any In-Building Charges. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work at any location on or before the FOC Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the Offering delivered and accepted.

4. If Customer is disconnecting an Offering for any reason it must deliver notice to Zayo by email to [disco@zayo.com](mailto:disco@zayo.com).