

WESTERN REGIONAL NETWORKING AGREEMENT

November 18, 2009

This Western Regional Networking Agreement ("AGREEMENT") is made and entered into as of December 1, 2009 ("Effective Date") by, and on behalf of, the Parties to this AGREEMENT, including CENIC, a California 501(c)3 corporation, ("CENIC") with headquarters in La Mirada, California; the Front Range GigaPoP ("FRGP"), a project of the University Corporation for Atmospheric Research ("UCAR") located in Boulder, Colorado; the Pacific Northwest Gigapop, a Washington 501(c)3 corporation ("PNWGP") with headquarters in Seattle, Washington; and the Regents of the University of New Mexico ("UNM"), an institution of higher education with main campus in Albuquerque, New Mexico; each individually a "Party" and collectively the "Parties" to this AGREEMENT. The collaboration established under this AGREEMENT shall be known as the Western Regional Network ("WRN").

Recitals

The Parties enter into this AGREEMENT to promote, advance, and sustain advanced networking services in support of research, education, and their respective missions, including participating in and sharing access to national research and education networks, e.g. Internet2, National LambdaRail, commodity networks, transit/peering connections, and other such similar services as may be agreed upon by the Parties under the terms and conditions of this AGREEMENT.

The Parties each operate advanced networks for, and on behalf of, themselves, their members, and other affiliates, including providing access to national research and education networks, commodity networks, and transit/peering connections and other such access as may be agreed upon (the "Services") to members and other affiliates in the states of Arizona, California, Colorado, Nevada, New Mexico, Washington, and Wyoming. Specifically, this AGREEMENT establishes the terms and conditions for the Parties to establish, maintain, and sustain networking interconnections and share the Services among the Parties.

This AGREEMENT establishes the terms and conditions for the Parties jointly to collaborate in a manner mutually beneficial to the Parties and on behalf of their respective members, participants, and connectors. The principal goal of this collaboration is to provide an opportunity for the Parties to share the Services in a manner that appropriately balances the effectiveness and efficiency of subscription to, delivery of, and sharing of, the Services, including the potential to reduce costs, enhance services, and coordinate participation in activities of mutual interest, such as national research and education networks and other interconnections (the "Collaboration").

Each individual Party's Acceptable Use Policy (AUP) or Conditions of Use (CoU) shall be the sole AUP and/or CoU that applies to traffic over that Party's collaboration infrastructure and/or facilities collaboration.

Now, therefore, in consideration of the foregoing recitals and the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree as follows:

1. **Term** – The term of this AGREEMENT shall commence on the Effective Date, and shall end on June 30, 2014. The initial contract year shall be from the Effective Date through June 30, 2010, and each subsequent contract year shall be from July 1 through June 30 thereafter.
2. **Termination** - Any Party shall have the right to terminate for convenience its participation in this AGREEMENT, effective as of the last day of the then-current contract year, provided written notification is given to the other Parties at least ninety days (90) days prior to the expiration of the then-current contract year. In addition, any Party shall have the right to terminate its participation in this AGREEMENT at any time, due to lack of sufficient funds, as documented by reduction in state or other funding agency appropriations or other revenue reductions, provided ninety (90) days' written notification is given to the other Parties prior to termination.
3. **WRN Collaboration and Activities** – The Collaboration shall be directed and coordinated by the WRN Policy Committee (WPC), which will receive technical and operational advice and input from the WRN Technical Committee (WTC) and from other sources as it deems appropriate.
 - 3.1. **WRN Policy Committee (WPC)** – The WPC shall have overall responsibility for the Collaboration including strategic direction, membership matters, governance, architecture, and establishing models for cost, Services and revenue sharing. The WPC may delegate responsibilities and tasks to the WTC on either an *ad hoc* or a recurring basis. The majority of the WPC's business may be conducted via conference calls, video conferencing, electronic mail, and/or other such online technologies supporting interactivity suitable for a meeting. Face-to-face meetings may be scheduled, and when held, shall be scheduled whenever possible to leverage existing events in the region such as meetings, conferences and the like.
 - 3.1.1. **WPC Membership** – The WPC shall consist of two voting members (each a 'WPC Member' and collectively the 'WPC Members') appointed by each Party, who shall each serve for a two year term. Initially, each Party shall appoint one WPC Member to serve until the first meeting of the WPC after June 30, 2010, and another WPC Member to serve until the first meeting of the WPC after June 30, 2011. Thereafter, a Party shall appoint its WPC Members to serve two year terms starting at the first meeting of the WPC after July 1 of each year. In the event of resignation or inability of a WPC Member to serve, the appointing Party shall appoint a replacement WPC Member to serve the remainder of the term. WPC Members may be reappointed without limitation. In the event of unavoidable conflict of a Party's Member to attend a meeting, the Party may appoint an alternate by notifying the Chair of the WPC, with a notice to all Parties and WPC Members, at least 24 hours in advance of any meeting or possible action by the WPC, who may for that meeting act as a WPC Member on the Party's behalf.

- 3.1.2. **WPC Organizational Structure** – The WPC shall elect annually, by majority vote, a Chair, a Vice Chair, and a Recording Secretary, each from among the members of the WPC, and each of whom shall serve for a one year term. The Chair shall be responsible for preparing and distributing meeting agendas, conducting meetings, maintaining, preserving and forwarding records of the WRN including membership rosters, maintenance of the exhibits to this AGREEMENT, and other such duties as deemed appropriate under this AGREEMENT. The Vice Chair shall assist the Chair in his/her or duties, shall act as the Chair in the absence of the Chair or temporary inability of the Chair to serve, and assume the position of the Chair if the position of the Chair is vacant. The Recording Secretary shall act as the Vice Chair in the absence or temporary inability of the Vice Chair to serve, and assume the position of the Vice Chair if the position of the Vice Chair is vacant. The Recording Secretary shall be responsible for taking and publishing via email or, in a location on the Internet accessible only to the Parties, minutes of all meetings. A vacancy in the position of the Recording Secretary shall be filled by election by majority vote of the WPC. The Chair, Vice Chair and Recording Secretary shall be elected from the active WPC Members upon nomination by any Member.
- 3.2. **WRN Technical Committee (WTC)** – The WTC shall provide advice and counsel to the WPC, including producing technical designs, evaluating vendor options, and advising upon WRN engineering and operations. The majority of the WTC's business may be conducted via conference calls, video conferencing, electronic mail, and/or other such online technologies supporting interactivity suitable for a meeting. Face-to-face meetings may be scheduled, and when held, shall be scheduled whenever possible to leverage existing events in the region such as Party meetings.
- 3.2.1. **WTC Membership** – The WTC shall consist of two voting members (each a 'WTC Member' and collectively the 'WTC Members') appointed by each Party, who shall each serve for a two year term. Initially, each Party shall appoint one WTC Member to serve until the first meeting of the WTC after June 30, 2010, and another WTC Member to serve until the first meeting of the WTC after June 30, 2011. Thereafter, a Party shall appoint its WTC Members to serve two year terms starting at the first meeting of the WTC after July 1 of each year. In the event of resignation or inability of a WTC Member to serve, the appointing Party shall appoint a replacement WTC Member to serve the remainder of the term. WTC Members may be reappointed without limitation. In the event of unavoidable conflict of a Party's WTC Member to attend a meeting, the Party may appoint an alternate by notifying the Chair of the WTC, with a notice to all Parties and WTC Members, at least 24 hours in advance of any meeting or possible action by the WTC, who may for that meeting act as a WTC Member for the Party on their behalf.
- 3.2.2. **WTC Organizational Structure** – The WTC shall annually elect by majority vote, a Chair, a Vice Chair and a Recording Secretary, each from among the members of the WTC, and each of whom shall serve for a term of one year. The Chair shall be responsible for preparing and distributing meeting agendas, maintaining membership rosters, conducting meetings, reporting to and

interacting with the WPC, and other such duties as deemed appropriate under this AGREEMENT or as requested by the Chair of the WPC. The Vice Chair shall assist the Chair in his/her duties, and act as the Chair in the absence of the Chair or temporary inability of the Chair to serve, and assume the position of Chair should the position of the Chair be vacant. The Recording Secretary shall act as the Vice Chair in the absence or temporary inability of the Vice Chair to serve out his or her term, and assume the position of the Vice Chair should the position of the Vice Chair be vacant. The Recording Secretary shall be responsible for taking and publishing via email or, in a location on the Internet accessible only to the Parties, minutes of all meetings. A vacancy in the position of the Recording Secretary shall be filled by election by a majority vote of the WTC.

- 3.3. **Meeting Procedures** - Meeting procedures shall be in accordance with this AGREEMENT, and where not covered by this AGREEMENT, shall proceed informally in the spirit of collaboration. Any disputes concerning the conduct of meetings are to be resolved in accordance with Robert's Rules of Order, latest edition. The Chair of either WRN committee shall schedule meetings without bias or prejudice regarding any Party or Member to accommodate the greatest level of participation by Members, and shall notify all Parties and Members of the committee of the meeting details, including location, time, date, agenda and handouts relevant to the meeting, at least one week in advance of the meeting date and time. Materials which arrive less than one week in advance of a meeting must be sanctioned for action in the meeting by action of the committee at the meeting.
- 3.4. **Quorum and Voting** - The Collaboration shall strive for decisions on a consensus basis, but when deemed necessary by the Chair or by vote of the WPC or WTC, voting shall be conducted. A Quorum shall consist of three-fourths of all Members of such committee, and shall be necessary to conduct business. A motion shall carry upon a simple majority vote of Members in attendance of such committee. Members, or their designated alternate as defined in sections 3.1.1 and 3.2.1, must attend the meeting in order to vote (no voting by proxy).
- 3.5. **Operational Provisions** - Each Party agrees to use good faith, reasonable efforts to provide, maintain, sustain, repair and remediate any problems with the Services within such Party's reasonable control. The WRN shall operate in this regard on a good faith, reasonable efforts basis, in accordance with the principles as set forth in Exhibit A, Operational Guidelines, which may be modified from time to time by action of the WPC. All proposed modifications to those Operational Guidelines shall normally first be reviewed by the WTC, who shall provide a technical evaluation of the proposed changes to the WPC. Notwithstanding any provision of this AGREEMENT to the contrary, any Party may interdict traffic or connectivity in connection with the Services to the extent such traffic or connectivity is impairing or otherwise jeopardizing the orderly operations of the network infrastructure and/or facilities.
4. **Fiscal Matters** - WRN is a collaborative contractual relationship that shall have no independent legal existence or fiscal responsibility, and shall have no power or authority to make purchases or to enter into contracts for itself or for any Party. No Party shall make purchases and/or enter into contracts on behalf of the Collaboration.

- 4.1. **Annual Budgeting and Sharing of Costs and Revenues** – The Chair of the WPC shall annually prepare a budget for the Collaboration Services and Revenues and Collaboration Equipment, as set forth in section 4.2 of this AGREEMENT. All actions by the WPC concerning the Services, including architecture and sharing of costs for subsequent fiscal years, July 1 through June 30, shall be conducted at least 90 days in advance of June 30, and shall have been distributed by the Chair of the WPC to both the WPC and the WTC in sufficient detail and as clearly as practicable at least 120 days prior to June 30 so that there is ample time for the members of these committees to consult with their members concerning these items. Costs, the sharing of costs for Collaboration Equipment for the Services, and Revenues may be changed by a vote of three-fourths of the WPC Members at other times of the year.
- 4.2. **Collaboration Equipment and Optical Waves** – Equipment and optical waves are necessary to provide the Services. This section addresses ownership, disposition, and the one-time and recurring costs for the Services and the equipment and optical waves necessary to provide the Services.
- 4.2.1. **Collaboration Equipment and Optical Waves** – The WPC may from time to time deem it prudent and advisable for equipment to be purchased as approved by the WPC for the efficient and effective operation, monitoring, and configuration of the equipment deployed for purposes of the Collaboration ("Collaboration Equipment"). WRN shall own no equipment in its own name. A Party, as recommended by the WPC and agreed to by that Party, shall purchase, install and hold title to the Collaboration Equipment for the benefit of the Collaboration. Optical waves used for the Services shall be treated in the same manner as the Collaboration Equipment. The cost distributions as directed by the WPC for Collaboration Equipment and related optical waves shall be reasonably and equitably allocated among the Parties.
- 4.2.2. **List of Collaboration Equipment** – A list of WRN Collaboration Equipment shall be maintained by the WPC chair including purchase date, purchase price, purchase entity, and location.
- 4.2.3. **Responsibilities of a Party Discontinuing Membership in WRN** – Should a Party's participation in WRN discontinue, that Party shall: a) continue to be responsible for hosting and operating that collaboration equipment in accordance with the terms of this AGREEMENT unless relieved of this responsibility by action of the WPC, b) if holding title to any optical wave or waves used to deliver the Services, retain title to that optical wave(s), and c) continue to provide transport services over such Optical Waves unless relieved of this responsibility by action of the WPC. Reimbursement of costs and duration of services will be negotiated at the time of exit with the Party discontinuing membership.
- 4.3. **Sharing of Costs** – The Services deployed under this AGREEMENT will allow the Parties to aggregate access to internet services such as Internet2, National Lambda Rail, TransitRail, Commodity Peering Service, etc. Such aggregation is expected to result in cost savings. The costs and cost savings for such services for each Party are to be established in a manner as directed by the WPC for each fiscal year, from July 1 through June 30 of the following year. Such cost savings shall be shared in an equitable manner among the Parties as directed by the action of the WPC.

- 4.4. **Dues, Fees and Other Remunerations** – Beyond the equitable sharing of costs for the Services and the Collaboration Equipment, there shall be no dues or fees levied by WRN. Costs associated with meetings shall be borne by the attending members.
5. **New Parties** – From time to time, a new party may petition the WPC to join WRN. One or more Members shall bring such petition to the WPC for its consideration and possible action at a meeting of the WPC. Such petition shall address philosophy, strategy, architecture, operations, and fiscal matters. In its deliberations, the WPC shall evaluate how the new party fits with and into the Collaboration considering these and any other factors as may be requested by any Member. A new party joining WRN shall participate in the Collaboration payment of costs for the Collaboration Equipment and in the use of related optical waves, and shall reimburse the Parties in a manner as directed by the WPC. Finally, inclusion of any new party shall require a unanimous vote of the WPC, and shall become effective only after this AGREEMENT has been suitably modified in writing by all existing Parties and the new Party.
6. **Liability**
- 6.1. Notwithstanding any provision of this AGREEMENT to the contrary, none of the Parties will be liable to any of the other Parties for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform any of its respective obligations hereunder, including, but not limited to, loss of profits or revenue arising from any cause whatsoever. Except as set forth in this AGREEMENT, nothing contained herein will operate as a limitation on the right of any Party to bring an action for damages against any third party, for any claims.
- 6.2. The Parties expressly acknowledge that the Services provided under this AGREEMENT are provided on a reasonable effort basis, may be subject to planned and/or unplanned interruptions and degradation of performance, and no refunds or other compensation shall be due to any Party for such interruptions in Services or degradation of performance, unless otherwise provided for in third party contracts, and any credits paid by third parties under such contracts shall be apportioned to the Parties in a fair and equitable manner consistent with their degradation or loss of Services.
- 6.3. Each Party hereto agrees to be solely responsible, to the extent provided by law, for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. The Parties that are agencies and/or political subdivisions and/or bodies politic and corporate of their respective State governments, having rights and protections under the provisions of their state governmental immunity laws and tort claims acts, shall enjoy such protections, and nothing in this AGREEMENT shall be construed as a waiver of the protections of said Acts nor any laws relating to sovereign immunity.
7. **Force Majeure** – No Party shall be liable to any other Party for any failure of performance under this AGREEMENT due to causes beyond its control, including, but not limited to: fire, flood, extreme weather conditions; national emergencies; insurrections; riots, wars or strikes, lock-outs, work stoppages or other labor difficulties (each a "Force Majeure Event"); provided however, that the time period shall be extended for only the actual period of time the Party is so delayed and provided further, that the Party affected by the Force Majeure Event uses reasonable efforts to resolve the

situation giving rise to the Force Majeure Event and uses reasonable efforts to mitigate the effects of the Force Majeure Event on the other Party. Written notification of any such event or cause shall be given by the excused Party to the others and, when possible, of the estimated duration. An act or omission shall not be deemed to be "beyond its control" if committed, omitted or caused by such Party, or its employees, officers, agents or affiliates, or by any corporation or other business entity that holds a controlling interest in the Party, whether held directly or indirectly. If a Force Majeure Event results in any Party's inability to perform under this AGREEMENT so that the Services are not available for a Party's use for a period longer than thirty (30) consecutive days, then the Party may, upon written notice delivered prior to the date upon which the use of the Services is restored, terminate its participation in this AGREEMENT, immediately, and be released from its obligations under this AGREEMENT, except for the responsibilities as set forth herein in Section 4.2.3 which shall remain in effect and survive termination by any Party.

8. **Confidentiality** – It is the intent of the Parties to operate in an open, transparent manner. Some of the members of the Parties are subject to Open Records laws and other provisions that require records to be made available and accessible to the public. Therefore, the Parties acknowledge that, except in the case of confidential or privileged information, trade secrets, or other records expressly protected under applicable state or federal laws and regulations, all meeting minutes and other records of WRN may be required to be disclosed by some members under their state's Open Records laws. Any record or information that a Party believes to be confidential and not subject to such disclosure shall identify it as such in writing at or prior to the time of initial disclosure to another Party, shall clearly indicate the basis for the claim of confidentiality, and shall be solely responsible for initiating, prosecuting or defending any legal action arising from or in connection with the disclosure of such records or information to third parties, at its own expense.
9. **Default** – A Party shall be in default under this AGREEMENT thirty (30) days after the WPC shall have given written notice of a breach of this AGREEMENT unless the defaulting Party shall have cured such breach within such thirty (30) days. Notwithstanding the foregoing, where any such breach (other than the payment of money) cannot reasonably be cured within such thirty (30) day period, and the defaulting Party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such breach shall be extended for an agreed upon period of time, not to exceed sixty (60) days from the receipt of written notice, as may be necessary under the circumstances to complete such cure.

Events of default shall include, but not be limited to, a Party's: failure to make any payment when due hereunder, breach of any material provision hereof; the making of a general assignment for the benefit of its creditors; the filing of a voluntary or involuntary petition in bankruptcy or other insolvency protection, or the filing of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief. In addition to the specific remedies provided hereunder, upon any default by a Party after having an opportunity to cure, the non-defaulting Party may: (i) take such action as it

determines, in its sole discretion, to be necessary to correct the default; and (ii) pursue any legal or equitable remedies.

DISPUTE RESOLUTION. In the event of any dispute, controversy or claim (collectively, "Claim") arising under, out of, in connection with, or in relation to this AGREEMENT, or the breach, termination, interpretation, validity, enforceability of, any provision of this AGREEMENT, which cannot be resolved through informal discussion and negotiation between the designated representatives of the Parties, such Claim shall first be referred to senior level staff of the respective Parties. If the Claim is still unresolved, it shall be submitted to a neutral third party mediator to be mutually selected by the interested Parties having a stake in the outcome of the dispute. If the affected Parties cannot agree on a mediator, then one shall be selected for them by the Chair, if he or she is not the Member representative of any Party involved in the dispute; if the Chair is prohibited by this clause from making that selection, then it shall fall to the Vice Chair or Recording Secretary, if uninterested in the outcome, in that order. If all of those officers are Member representatives of a Party involved in the dispute, then the mediator shall be selected by majority vote of the uninterested Parties, if any, or in the case of last resort, by majority vote of the WPC upon nomination by any Party. Each party shall bear its own fees and costs incurred in the mediation including fees and costs of its party mediator and its equal share of the fees and costs of the neutral mediator. If the mediator(s) shall certify at any time that it appears unlikely that further mediation will resolve the dispute; or, if no resolution is able to be reached within 90 days after the dispute is submitted to mediation, then the mediation shall terminate. A Party shall not initiate legal action of any form or nature upon any Claim while mediation is proceeding in good faith, unless failure to do so would result in irreparable harm that can only be prevented or mitigated by filing such an action.

10. Notices – All notices or other communications which are required or permitted herein will be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or if transmitted via electronic mail or facsimile and receipt is confirmed by the recipient via the same method of transmission.

If to CENIC:

CENIC
16700 Valley View Ave., Suite 400
La Mirada, CA 90638
Attn: Jim Dolgonas, President/CEO

If to UCAR on behalf of the FRGP:

UCAR
1850 Table Mesa drive
Boulder, CO 80305
Attn: Marla Meehl

If to the PNWGP
Pacific Northwest Gigapop
Perkins Coie
1201 Third Avenue
Suite 4800
Seattle, WA 98101
Attn: Judy Brandon

If to UNM:
ABQG
ITS Building, MSC02 1520
1 University of New Mexico
Albuquerque, New Mexico, 87131-0001
Attn: Gary Bauerschmidt

11. Assignment, Succession – No Party shall assign or otherwise transfer any of its rights or obligations under this AGREEMENT without the express written consent of all other Parties, which consent shall not be unreasonably withheld or delayed. Subject to the provisions of this Section 11, each of the Parties respective rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

12. Modification - The terms and conditions in the body of this AGREEMENT may only be modified or supplemented by an instrument in writing executed by duly authorized representatives of each Party. However, the terms and conditions in Exhibit A may from time to time be modified in accordance with this AGREEMENT by action of the WPC, and shall be maintained, preserved and forwarded by the Chair of the WPC to the Chair's successor as set forth herein.

13. Relationship of the Parties – Each Party hereby declares and agrees that it is independent from the others, and will perform its obligations under this AGREEMENT as an independent contractor and not as the agent or employee of the other. The relationship between the Parties created pursuant to this AGREEMENT is strictly a contractual relationship. This AGREEMENT shall not be construed to create any partnership, joint venture, or other agency relationship between the Parties, and the Parties may not hold themselves out or represent themselves as such. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such contractual obligations. Each Party will be solely responsible for compliance with all laws and rules and regulations including, but not limited to, employment of labor, hours of labor, working conditions, payment of wages and payment of taxes such as unemployment, social security and other payroll taxes, in addition to any employment benefits claimed by persons furnished by that Party. Each Party will comply with all requirements for withholding and payment of federal, social security, state, provincial, local or other payroll taxes on amounts paid under this AGREEMENT or otherwise.

14. Miscellaneous

14.1. This AGREEMENT confers no rights or benefits express or implied of any

kind upon any third party.

- 14.2. If any part of any provision of this AGREEMENT or any other agreement, document or writing given pursuant to or in connection with this AGREEMENT will be invalid or unenforceable under applicable law, said part or provision will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this AGREEMENT to the extent permitted by law.
- 14.3. Nothing in this AGREEMENT is to be construed as restricting any Parties right to use the Services in any lawful manner.
- 14.4. A waiver by any the Parties hereto of any of the covenants, conditions or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 14.5. Captions and section headings are used herein for convenience only and will not be used for the construction or interpretation hereof.
- 14.6. The following order of precedence will be followed in resolving any inconsistencies between the terms of this AGREEMENT and the terms of any schedules, exhibits, attachments and other documents attached hereto: (a) first, the terms contained in the body of this AGREEMENT; and (b) then, the terms of the schedule, exhibit, attachment or other document.
- 14.7. Any Party will submit to the other affected Party or Parties for their approval all advertising, sales promotion, press releases and other publicity matters relating to this AGREEMENT where another Party's name is mentioned, logo is displayed or language is used from which the connection to the other Party may, in such other Party's reasonable judgment, be inferred. No Party shall publish, issue or use such advertising, sales promotion, press release, or publicity matter, or use any other Party's name as a reference, without prior written approval of the other Party.
- 14.8. For cost-sharing of Services or any other costs chargeable by one Party to another under this AGREEMENT, each Party will maintain complete and accurate records of all agreed amounts billable to and payments made hereunder in accordance with recognized accounting practices and shall make all such documents and records available to all other interested Parties and the WPC upon reasonable advance notice. All Parties shall retain such records for a period that is consistent with general accounting standards from the date of any Party's final payment. The Party providing the Services agrees to provide reasonable supporting documents concerning any disputed amount of an invoice to the other Parties within thirty (30) days after any Party provides written notification of the dispute to the provider of the Services.
- 14.9. This AGREEMENT may be executed in one or more counterparts, including via facsimile, all of which taken together will constitute one and the same instrument.
- 14.10. Time of performance is of the essence in this AGREEMENT and is a substantial and material term hereof.

15. Entire Agreement – This AGREEMENT, and the Exhibit referred to below, constitute the entire and final agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which

are of no further force or effect. The Exhibit referred to below is an integral part hereof and is hereby incorporated into this AGREEMENT.

Exhibit A – Operational Guidelines.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For CENIC:

Jim Douglas 12-17-09

For the UCAR on behalf of FRGP:

Beverly J. Broach, Dec. 11, 2009

Beverly J. Broach, Agreements Administrator

For the PNWGP:

[Signature] Executive Director

For UNM:

Colleen Cigler
CIO, UNM

Exhibit A

WRN Operational Guidelines

1. **NOC procedures**

WRN Services are typically monitored by a Party's Network Operations Center (individually a 'Party NOC', collectively the 'Party NOCs'). Party NOCs shall coordinate their activities among themselves, and shall use reasonable efforts to inform other Party NOCs in a timely fashion of factors or circumstances that may affect, or are affecting, the performance of the Services.

2. **Change initiation procedures**

Requests for changes or other work shall generally be coordinated through Party NOCs.

3. **Change-scheduling procedures**

Change-scheduling procedures shall normally be coordinated through Party NOCs. Generally, changes shall be made only during defined change-windows, except when special circumstances arise that require changes during other times. Usually, change-windows are well-defined time periods during off-peak work hours, such as in the mornings before regular working hours or on weekends. In general, no more than one significant change should be scheduled during a single change-window. Furthermore, sufficient time should elapse to assure validation of each change before another change is initiated. The duration of an appropriate elapsed time is dependent upon the magnitude of the change. In some cases, very small configuration changes do not need to be scheduled in advance. However, change-notification is required upon completion of the change.

4. **Change-notification procedures**

Procedures and notification lists shall be established and used to provide adequate notification of pending changes. Notification shall also be given after a change is made. The amount of lead-time of a change-notice is generally dependent upon how significant the change is, the expected duration of disruption, the expected magnitude of the disruption, and the probability that the change might cause continuing problems and have to be quickly backed out. In some cases, very small configuration changes may not require advance change notification. However, change-notification is required upon completion of the change.

5. **Configuration Change Log**

Party NOCs shall use reasonable efforts to maintain, annotate, and publish a log to track configuration changes. Such logs shall normally contain the date and time of the change, the nature of the change, impact of the change, and the name of the engineer or entity making the change. Such logs shall be made accessible to other Parties upon their request.

6. Automatic configuration archiving

Configuration management shall be regarded as a best practice, and Party NOCs shall use reasonable efforts to automatically archive configuration files.

7. Configuration-change procedures

The procedures for configuration, firmware, or hardware changes should use reasonable efforts to:

- 7.1. Assure that change-authorization, change-scheduling, and change-notification procedures are used.
- 7.2. Assure that the existing configuration has been saved in a configuration repository.
- 7.3. Assure that the old configuration can be quickly reinstalled after installation of the new configuration. If possible, the old configuration should be saved on the equipment in a non-volatile fashion.
- 7.4. Assure that the new configuration is tested for correct function to the extent possible.
- 7.5. Assure that the new configuration is stored in a permanent fashion on the equipment and will automatically reinstall during subsequent equipment reboots.

8. Access procedures

Reasonable practices and security procedures for logically and physically accessing the WRN Equipment shall be defined and implemented by Party NOCs.

9. Vendor call-procedures

The Party holding the vendor contract shall be responsible for interacting with the vendor for services procured under that contract. However, other WRN Parties may interact with the vendor in extreme circumstances, provided that they first use best efforts to work through the Party holding the contract.

10. Equipment maintenance contracts

Party NOCs shall ensure a maintenance contract with the vendor is maintained that is sufficient to replace any failed component within the next business day without additional charge and which provides for upgrade of all firmware without additional charge.

11. Vendor documentation

Documenting vendor information shall be regarded as a best practice. Party NOCs shall use reasonable efforts to maintain vendor documentation, including the vendor, the contracted facility, the parameters of the service, contract numbers or identifiers, relevant circuit information, the authorized technical and administrative contact(s), and facility access procedures. The WTC shall be responsible for coordinating such activities of the Party NOCs.