

**AMENDMENT 1 to the  
WESTERN REGIONAL NETWORKING AGREEMENT  
July 22, 2010 ("Effective Date")**

This AMENDMENT 1 ("AMENDMENT") is incorporated into the Western Regional Networking Agreement ("AGREEMENT") entered into as of December 1, 2009 by, and on behalf of, the Parties to this ADDENDUM, 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 ADDENDUM.

**Whereas**, the Parties entered into the Western Regional Network Agreement on December 1, 2009; and

**Whereas**, CENIC purchases Level(3) commodity Internet; and

**Whereas**, the cost of commodity Internet is driven down by aggregated usage; and

**Whereas**, the Parties now wish to amend the Agreement to allow Parties to purchase Level(3) commodity Internet connections from CENIC in order to take advantage of lower prices due to aggregated usage;

**Henceforward, therefore**, the Parties agree as follows:

- 1. Scope of Service**  
CENIC shall sell access to the commodity Internet to Parties in the WRN or permit those parties to purchase connections under CENIC's contract with Level(3) ("Service").
- 2. Term**  
This AMENDMENT is effective when signed by all Parties, and shall be coterminous with the AGREEMENT. CENIC shall retain the right to terminate this AMENDMENT at any time at its own discretion, provided the Parties are provided 90 days advance notice.
- 3. Description of Service**  
CENIC purchases usage of the commodity Internet from Level(3) in several places and through this AMENDMENT will allow Parties to purchase aggregated commodity Internet from CENIC or through connections ordered by CENIC, as

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specified below. The initial commitment level and type of connection for each Party are as follows:

**For PNWGP:**

PNWGP shall move its existing 10G Level(3) contract to CENIC, maintain its current connectivity to Level(3), and shall have a minimum monthly commitment of 2,063 Mbps of commodity Internet.

**For FRGP:**

FRGP will have a new 10G port to Level(3) in Denver, CO with a monthly minimum commitment of 2,000 Mbps of commodity Internet and installation fee of \$10,000.00. The minimum commitment shall include the existing FRGP 1Gbps EPL port currently under contract between FRGP and Level(3).

**For UNM:**

UNM shall be able to use bandwidth, with no minimum commitment, from the CENIC, PNWGP and/or FRGP connections at the rate set in Section 4 of this Amendment, or from the blended CENIC CalREN commodity service at the rate of \$5.00 per Mbps per month.

**4. Fees and Costs**

The cost of this Service shall be the Level(3) price for commodity Internet given in the table below plus a ten cent (\$0.10) per Mbps usage charge to cover CENIC's administrative and overhead costs. The administrative charge for a full port (non-measured usage) shall be \$2,400 per year.

**Initial LEVEL(3) Rate Table (Rates are per Mbps per month):**

Aggregate Commitment	1 Gbps Port		10 Gbps Port	
	Usage-based 300 Mbps	Full Port 1 Gbps	Usage-based 2 Gbps	Full Port 10 Gbps
20,000	\$9.07	\$7.00	\$6.30	\$4.00
30,000	\$8.64	\$6.75	\$6.10	\$3.88
40,000	\$8.21	\$6.50	\$5.90	\$3.76
50,000	\$7.78	\$6.26	\$5.70	\$3.65

The Level(3) rates will automatically reduce as higher aggregation discounts are achieved and the Parties will receive the benefits of such reductions, however the CENIC administrative charges shall only be changed by written agreement of the Parties. CENIC will notify the other Parties when the Level(3) rates are reduced.

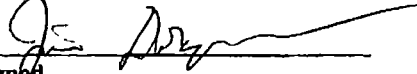
**5. Maintenance of Service**

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CENIC shall use commercially reasonable efforts to maintain its connections with Level(3) in order to supply commodity Internet to the Parties connecting through CENIC herein. CENIC shall not be liable in any way for any disconnections, interruptions, or performance degradation of Service. For those accessing the Service through CENIC's Infrastructure, CENIC's Network Operations Center (NOC) shall provide all operational and NOC support.

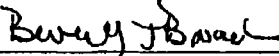
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

For CENIC:

  
Signed

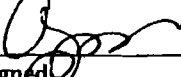
8-12-10  
Date

For the UCAR on behalf of FRGP:

  
Signed by Beverly J. Broach / Agreements Administrator

8/11/10  
Date

For the PNWGP:

  
Signed

8/11/10  
Date

For UNM:

  
Signed

8/12/10  
Date