

## QUILT VENDOR CIS MASTER SERVICE AGREEMENT

Whereas The Quilt, Inc. (hereinafter "The Quilt") is a collaborative organization comprised of members selected through The Quilt's membership process, this Agreement ("Agreement") is entered into as of 5/23/08 (the "Effective Date"). The Quilt, for the benefit of each of the entities ("Authorized Buyers") listed on Exhibit A attached hereto who are members of The Quilt, and ~~CGENT COMMUNICATIONS, INC.~~ on behalf of itself and its affiliates ("Provider") ("Provider" and "The Quilt" are sometimes collectively referred to as the "Parties" and individually as "Party"). Exhibit A may be modified from time-to-time as necessary by The Quilt to reflect changes in the makeup of the Authorized Buyers who are members of The Quilt. This Agreement sets forth the terms and conditions under which Provider agrees to provide Commodity Internet Services ("Internet Services") to Authorized Buyers.

Now, therefore, in consideration of the premises and mutual promises and representations contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pricing Terms. The Provider shall, notwithstanding any contrary provision set forth in this Agreement, which includes all Exhibits attached hereto, offer to provide Services to the Authorized Buyers as described in more detail and in accordance with the pricing terms set forth on Exhibit B attached hereto ("Pricing Terms"). Should a research and education institution listed on the Authorized Buyers of The Quilt contract with the Provider for the same services with lower pricing than set forth on Exhibit B, this lower pricing shall be made available to all Authorized Buyers through an Amendment to this Agreement. The Pricing Terms set forth on Exhibit B shall be available for a period of time not less than one (1) year from the Effective Date of this Agreement.

2. Service Orders. If and when an Authorized Buyer seeks to purchase the Services from Provider as described in this Agreement, Provider and each Authorized Buyer shall execute a separate written agreement for such provision of Services which shall specify the respective rights and obligations between the Provider and Authorized Buyer, and which shall include or incorporate the Pricing Terms, Administrative Framework, and Acceptable Use Policy as set forth in Sections 1, 3 and 4 of this Agreement (each an "Individual Service Agreement").

3. Administrative Framework. The Parties agree to follow the administrative framework for supporting and monitoring this Agreement, and any separate agreements between Provider and Authorized Buyers entered into pursuant to Section 2, as set forth in Exhibit C attached hereto.

4. Acceptable Use Policy. Provider shall ensure that its Acceptable Use Policy (AUP) (attached as Exhibit D and incorporated herein by reference) for the provision of services contemplated hereunder will allow educational, research and commercial traffic to flow over the connection to each Authorized Buyer who shall be recognized as a network provider so long as such traffic conforms to Provider's AUP (i.e., 'spam' is not permitted, viruses may be prevented

from flowing, etc.). Subject to the preceding sentence, Provider's AUP, is subject to change by Provider within its discretion, which changes shall be posted to Provider's website.

5. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, any legal or equitable rights hereunder.

6. Indemnification and Limitation of Liability. Notwithstanding anything to the contrary in this Quilt Agreement, in no event shall either Party be liable to the other Party (or to any Authorized Buyer) under this Agreement or any other agreement executed between Provider and Authorized Buyer for any damages whether incidental, direct, indirect, special, consequential, exemplary, or punitive, arising out of or relating to this Agreement or any of the services provided pursuant hereto, regardless of whether the respective Parties' had been advised or could have foreseen the possibility of such damages. Any liability or damages as between Provider and any Authorized Buyer with whom Provider executes an Individual Service Agreement shall be and hereby is limited to any such liability or damages provisions as stated in such Individual Service Agreement. Other than for claims caused by or arising by a negligent act or omission of The Quilt, Provider agrees, notwithstanding any provision to the contrary as set forth in this Agreement, to indemnify, defend and hold The Quilt, its officer, directors, employees, members, agents, contractors, successors and assigns harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney fees and expenses) incurred in connection with any and all third party claims, proceedings, actions or suits based in whole or in part upon or arising in connection with Provider's provision of services described herein or as provided for in the Individual Service Agreements. Provider further acknowledges and agrees that The Quilt shall not provide any indemnification to the Provider, its affiliates, officers, directors, employees, agents and contractors, successors, or assigns, or to Authorized Buyers. Further, by executing this Agreement for the benefit of the Authorized Buyers, Provider agrees and acknowledges that The Quilt shall not assume any fiscal, legal or other responsibility to Provider or Authorized Buyers for the actual purchasing, contracting, engineering, or ongoing service arrangements, all of which must be executed in a separate agreement pursuant to Section 2 hereof.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for an initial term of two (2) years, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for additional sequential one (1) year terms by mutual written agreement of the parties. The Quilt may terminate this Agreement, with or without cause, upon written notice to Provider. Any such termination by The Quilt shall not affect any agreement between Provider any Authorized Buyer.

8. No Warranties. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PARTIES.

9. Press Releases. Provider agrees that it shall not issue a press release or public announcement pertaining to the matters contemplated by this Agreement at any time, unless the Executive Director of The Quilt project agrees otherwise in writing and agrees to the form and content of such press release or announcement. All such press releases or public announcements shall be approved within ten (10) business days of submission.

10. Choice of Law. The parties agree that this Agreement will be governed by the laws of the United States and the State of Washington without regard to its conflicts of laws principles.

11. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party's assets, and any attempt to assign this Agreement in violation of this Section shall be void and of no effect.

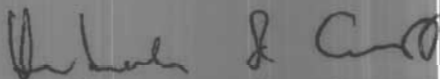
12. Miscellaneous. The Quilt, at its sole discretion and option, shall be entitled to terminate this Agreement at any time if upon the written advice of counsel, its continuation as a signatory to the Agreement may adversely affect its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Such withdrawal shall not affect any Individual Service Agreement executed by an Authorized Buyer. Such termination shall not be considered a breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

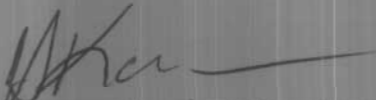
The Quilt, Inc., on behalf the Authorized  
Buyers

Cogent Communications

By:

  
Name: Hyonall R. Crossdale  
Title: EXECUTIVE DIRECTOR

By:

  
Name: J. Karpis  
Title: CFO

**Exhibit A**  
**AUTHORIZED BUYERS**

As of December 2007

**Code**

- 1.00 Corp. for Education Network Initiative in California (CENIC)
  
- 2.00 Florida LambdaRail (FLR)
  
- 3.00 Front Range Gigapop (FRGP)/UCAR
  - 3.01 Colorado School of Mines
  - 3.02 Colorado State University
  - 3.03 Denver University
  - 3.04 Fort Lewis College
  - 3.05 Ithaca
  - 3.06 NOAA Research
  - 3.07 State of Colorado
  - 3.08 University Corporation for Atmospheric Research (UCAR)
  - 3.09 University of Colorado - Boulder
  - 3.10 University of Colorado - Colorado Springs
  - 3.11 University of Colorado - Denver
  - 3.12 University of Colorado - Health Sciences Center
  - 3.13 University of Wyoming
  
- 4.00 Great Plains Network (and KANREN)
  - 4.01 University of Kansas Center for Research
  - 4.02 The University of Nebraska at Lincoln
  - 4.03 South Dakota Board of Regents
  - 4.04 South Dakota School of Mines and Technology
  
- 5.00 Indiana Gigapop
  - 5.01 Washington University in St. Louis
  
- 6.00 Kansas Research and Education Network (KanREN)
  
- Lone-Star Education and Academic Research Network (LEARN)
  - 7.00
  - 7.01 Texas A&M University System Health Science Center
  - 7.02 Texas A&M University
  - 7.03 Rice University

- 7.04 University of Houston
- 7.05 Baylor College of Medicine
- 7.06 Stephen F. Austin State University
- 7.07 Texas Tech University
- 7.08 University of Texas
- 7.09 Aldine ISD
- 7.10 Houston Community College System
- 7.11 Louisiana State University
- 7.12 Baylor U
- 7.13 Lamar U
- 7.14 Northeast Texas Consortium (NETnet)
- 7.15 Prairie View A&M U
- 7.16 Sam Houston State U
- 7.17 Southern Methodist U
- 7.18 Texas A&M U System
- 7.19 Texas Assn of Community Colleges
- 7.20 Texas Christian U
- 7.21 Texas State U System
- 7.22 Texas Tech U System
- 7.23 U of Houston System
- 7.24 U of North Texas System
- 7.25 UT Arlington
- 7.26 UT Austin
- 7.27 UT Dallas
- 7.28 UT El Paso
- 7.29 UT HSC, San Antonio
- 7.30 UT MD Anderson Cancer Ctr
- 7.31 UT Med Branch
- 7.32 UT San Antonio
- 7.33 UT Southwestern Med Ctr
- 7.34 UTHSC, Houston
  
- 8.00 Louisiana Optical Network Initiative (LONI)
  
- 9.00 MAGPI
- 9.01 New Jersey Institute of Technology
  
- 10.00 "Merit Network, Inc. (Merit)"
  
- 11.00 Mid-Atlantic Crossroads (MAX)
  
- 12.00 Metropolitan Research and Education Network (MREN)
  
- 12.01 Univ. of Chicago
- 12.02 Univ. of Illinois at Chicago
- 12.03 Northwestern University
- 12.04 National Center for Supercomputing Applications  
(NCSA)

- 12.05 University of Wisconsin (Madison & Milwaukee)
- 12.06 WiscNet
- 12.07 University of Illinois at Champaign-Urbana
- 12.08 Notre Dame
- 12.09 Purdue University
- 12.10 University of Iowa
- 12.11 Iowa State
- 12.12 Illinois Institute of Technology
- 12.13 De Paul University
- 12.14 Bradley University
- 12.15 Illinois Century Network
- 12.16 Southern Illinois University
- 12.17 Loyola University
- 12.18 Northern Illinois University
- 12.19 Illinois State University
- 13.00 Network. Virginia/Virginia Gigapop
- 13.01 George Mason University
- 13.02 College of William and Mary
- 13.03 Old Dominion University
- 13.04 Hampton University
- 13.05 Virginia Commonwealth University
- 13.06 University of Richmond
- 13.07 University of Virginia
- 13.08 Virginia Tech
- 13.09 Virginia Community College System
- 13.10 Radford University
- 13.11 Virginia Science Museum
- 13.12 Thomas Jefferson High School for Science and Mathematics
- 14.00 Missouri Research and Education Network (MOREnet)
- 15.00 North Carolina Research and Education Network (MCNC)  
North Carolina Gigapop (MCNC)
- 16.00 Northern Lights Gigapop
- 16.01 University of Minnesota
- 16.02 Ties
- 16.03 North Dakota STAGENet State Network
- 16.04 North Dakota State University
- 16.05 University of North Dakota
- 16.06 Augsburg College

- 16.07 Bethel University
- 16.08 Carleton College
- 16.09 College of St. Catherine
- 16.10 Concordia University
- 16.11 Gustavus Adolphus College
- 16.12 Macalester College
- 16.13 University of St. Thomas
- 16.14 Northwestern College
- 16.15 Concordia College
- 16.16 Hamline University
- 16.17 St. Olaf College
  
- 17.00 Northern Crossroads (NoX)
- 17.01 Boston College
- 17.02 Boston University
- 17.03 Brandeis University
- 17.04 Brown University
- 17.05 Dartmouth College
- 17.06 Harvard University
- 17.07 MIT
- 17.08 Northeastern University
- 17.09 OSHEAN
- 17.10 Tufts University
- 17.11 University of Connecticut
- 17.12 University of Maine
- 17.13 University of Massachusetts-Amherst
- 17.14 University of New Hampshire
- 17.15 University of Rhode Island
- 17.16 University of Vermont
- 17.17 Yale University
- 17.18 Emerson College
- 17.19 University of Massachusetts - Information Technology  
Services (Umass - ITS)
  
- 18.00 NYSERNet
  
- 19.00 OARnet
  
- 20.00 ONENET--Oklahoma State Regents for Higher  
Education
  
- 21.00 Oregon Gigapop
- 21.01 University of Oregon (OWEN/NERO)
  
- 22.00 OSHEAN
  
- 23.00 Pacific Northwest Gigapop
- 23.01 University of Washington

23.02 University of Hawaii

24.00 Pittsburgh Gigapop

24.01 Pittsburgh Supercomputing Center/Carnegie Mellon  
University

25.00 Southern Crossroads (SoX)

25.01 University of Kentucky

26.00 SURA

27.00 Utah Education Network

27.01 University of Utah

28.00 WiscREN



**Exhibit B**  
**Pricing Schedule**

The pricing schedule below is based on the aggregate bandwidth levels of all Quilt Authorized buyers. The pricing schedule is based on the following commitment levels. Burstable and Tiered products are purchased in 100M increments with minimum commitments listed below.

0Gb - 24.99Gb - \$10.00/Mb

25Gb - 34.99Gb - \$8.75/Mb

35Gb+ - \$8.00/Mb

Circuit	Fixed Rate	Burstable Rate	Summer
DS-3 (45 Mbps)	\$1,350 @ \$30/Mb		N/A
OC-3 (155 Mbps)	\$3,100 @ \$20/Mb		N/A
OC-12 (622 Mbps)	\$9,330 @ \$15/Mb		N/A
FastE (100Mbps)	\$1,000 @ \$8.75/Mb		N/A
GigE Tiered (200 Mbps)	\$2,000 @ \$8.75/Mb		N/A
GigE Burstable (200 Mbps)	\$2,000 @ \$8.75/Mb	@ \$14/Mb	N/A
GigE (1000 Mbps)	\$10,000 @ \$8.75/Mb		N/A
10GigE Burstable (2000 Mbps)	\$20,000 @ \$8.75/Mb	@ \$14/Mb	N/A
10GigE (10000 Mbps)	\$100,000 @ \$8.75/Mb		N/A

**Exhibit C**  
**Administrative Procedures**

Provider will establish a Provider Team dedicated to servicing the Quilt Agreement and Quilt Authorized Buyers. The Provider Team will have a lead person that will be the primary contact for non-technical issues.

The Provider Team may directly contact Quilt Authorized Buyers regarding their services, both in a sales mode and an on-going customer management mode.

Quilt Approved Buyers may directly contact the Provider Team to get information about services.

The Quilt will establish a dedicated liaison (Quilt Liaison) to be the administrative point of contact for the oversight, management, and administration of the Quilt Agreement. The Quilt Liaison will be a point of contact for Quilt Authorized Buyers to get information about processes and procedures associated with purchases made through the Quilt Agreement. They will also be available as a point of escalation in the event of unresolved problems with services from Provider.

The Provider Team is responsible for providing information to the Quilt Liaison and Quilt Executive Director to insure the Quilt Agreement is being implemented correctly. The AQV must deliver to the Quilt Liaison on the first of every month an Excel report containing the following information for every AQB purchasing services from the AQV under the Quilt agreement.

- Contract execution date
- Contract term
- Physical circuit being purchased
- Committed bandwidth
- Contracted price/Mb

**Non-technical Problem resolution:**

Quilt Authorized Buyers will use the Provider Team to address and handle problems as a first point of contact. If response is lacking or not acceptable, the Quilt Authorized Buyer should notify and work with the Quilt Liaison to get resolution.

**Technical Problem resolution:**

Quilt Authorized Buyers will be provided with full contact to technical problem reporting services through the Provider. Provider trouble tickets will be issued to

the Quilt Authorized Buyer's approved contacts. In the event that Quilt Authorized Buyers do not get appropriate technical response/resolution; their next point of escalation is the Provider Team Primary Contact. If they still do not get appropriate response, they should next inform the Quilt Liaison to assist in getting a response.

Provider will file with the Quilt Liaison any Quilt Authorized Buyer contracts referencing the Quilt Agreement and/or incorporating terms and conditions of the Quilt Agreement either explicitly or with the result that the Quilt Authorized Buyer has access to the Quilt Agreement pricing and services. Such contract(s) will be filed within 10 days of execution and/or delivery of service, whichever is earlier.

Each such Quilt Authorize Buyer contract with Provider will include the Quilt Liaison under the Notices section of that agreement. Thus, any legal notifications exchanged between the entities related to this contract will also be sent to the Quilt Liaison/Exec Director.

#### PROVIDER TEAM

Name	Christopher Altman
Title	Senior Sales Engineer
Organization	Cogent Communications
Address	221 N. Lasalle St Suite 3000
City	Chicago
State	IL
Zip	60601
Country	USA
Phone	312-960-6906
FAX	312-960-6950
Email	<a href="mailto:caltman@cogentco.com">caltman@cogentco.com</a>
Cell Phone	312-351-3301

#### Backup Contact

Name	Steven McGill
Title	General Manager Cogent Canada
Organization	Cogent Communications
Address	220 Yonge St Suite 211
City	Toronto
State	ON
Zip	M5B 2H1
Country	Canada
Phone	416-860-8086
FAX	416-862-6863

Email	smcgill@cogentco.com
Cell Phone	416-871-6562

## Primary Technical Contact

Name	Cogent Communications Support
Title	
Organization	Cogent Communications
Address	1015 31 <sup>st</sup> St NW
City	Washington, DC
State	DC
Zip	20007
Country	USA
Phone	1-877-7COGENT
FAX	
Email	support@cogentco.com
Cell Phone	

## QUILT LIAISON

Name	Barry Bryson
Title	
Organization	Utah Education Network
Address	
City	
State	
Zip	
Country	
Phone	
FAX	
Email	bbryson@uen.org
Cell Phone	

**Exhibit D**  
**Acceptable Use Policy as of May 16, 2008**

**Acceptable Use Policy**

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Cogent Communications, Inc., ("Cogent") including Internet service. The policy is designed to protect the security, integrity, reliability, and privacy of both the Cogent network and the products and services Cogent offers to its customers. Cogent reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of Cogent's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

**What Uses are Prohibited?**

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Cogent's products or services, if in the sole judgment of Cogent such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.
3. Resale of Cogent's products and services without the express prior written consent of Cogent (unless you are an authorized wholesaler).
4. Deceptive marketing practices.
5. Actions that restrict or inhibit anyone - whether a customer of Cogent or otherwise - in his or her use or enjoyment of Cogent's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
6. Introduction of malicious programs into the Cogent network or servers or other products and services of Cogent (e.g., viruses, trojan horses and worms).
7. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans,

flood pings, packet spoofing and forged routing information.

8. Executing any form of network monitoring that will intercept data not intended for the customer.
9. Circumventing user authentication or security of any host, network or account.
10. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
11. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
12. Failing to comply with Cogent's procedures relating to the activities of customers on Cogent-owned facilities.
13. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Cogent's products or services.
14. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
15. Harassment, whether through language, frequency, or size of messages.
16. Unauthorized use or forging of mail header information.
17. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
18. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
19. Use of unsolicited E-mail originating from within the Cogent network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Cogent or connected via the Cogent network.
20. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law

or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

### **Abusable Resources**

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

### **Enforcement**

Cogent may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, Cogent attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Cogent reserves the right to suspend or terminate based on a first offense

### **Electronic Communications Privacy Act Notice**

Cogent makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Cogent technology, and makes no guarantee that any other entity or group of users will be included or excluded from Cogent's network. In addition, Cogent may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended

### **Questions?**

If you are unsure of whether any contemplated use or action is permitted, please contact Cogent at [abuse@cogentco.com](mailto:abuse@cogentco.com) or (877) 7-cogent.