

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 CIS Master Service Agreement ("Agreement") is entered into as of May 18, 2018 (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 GTT Americas, LLC, 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. The Quilt will provide Provider with notice of any changes to Exhibit A. 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 offer to provide Internet 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"). 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.

- a. The Provider shall not offer bandwidth to Authorized Buyers or contract with Authorized Buyers to provide bandwidth at pricing that is lower than that specified in the Pricing Terms, excluding any contract(s) for bandwidth between a third-party entity and an Authorized Buyer that are assumed by Provider pursuant to a merger, acquisition or assignment after the Effective Date of this Agreement.
- b. The parties recognize that Provider may contract with an Authorized Buyer to sell Internet bandwidth with other services as part of a bundled service offering. The price for such bundled bandwidth, in itself, may be at a lower price than the rates set forth in the Pricing Terms. In such a case, the lower price for such bundled bandwidth shall be offered to other Authorized Buyers, but may be subject to the same or substantially similar bundle terms.
- c. The 12-month and 24-month Aggregate Pricing Models set forth in Exhibit B apply to pricing for new and renewal Service Orders only and are not applicable to ordered Services that have not been installed or Services that are in-term. The aggregate bandwidth level shall consist of the aggregated committed bandwidth for Services that are active at the time a new or renewal Service Order is placed. Any amounts of committed bandwidth described in subparagraphs (a) and (b) above, shall also count towards the aggregate bandwidth level for purposes of the Aggregate Pricing Models.

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 ("Provider 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.

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.

4. Acceptable Use Policy. Provider shall ensure that its Acceptable Use Policy (AUP) (attached as Exhibit D) 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. 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. When such changes are posted, Provider will make notification to The Quilt.

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. Other than for claims caused by or arising by the intentional act or negligence 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) ("Losses") by reason of any claims or actions by any third party arising out of Provider's negligence, gross negligence or willful misconduct conduct under this Agreement or any Provider Agreement. Notwithstanding the foregoing, the indemnity obligation, above, shall not apply to the failure or non-performance of a Service to meet the performance levels set forth the service level agreement contained in a Provider Agreement as all such service level agreement shall specify the remedies for such failure. 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 terms by mutual written agreement of the parties. The Quilt and Provider may each terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. Any such termination by The Quilt shall not affect any agreement between Provider and 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 President and CEO 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. For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington.

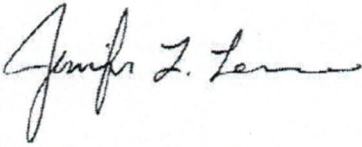
11. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party's assets, and any attempt to assign this Agreement in violation of this 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

GTT Americas, LLC

By: 

By: 

Name: Jennifer Leasure

Name: SEAN P. SHAUGHNESSY

Title: President

Title: SVP Enterprise

EXHIBIT A
AUTHORIZED BUYERS

CODE	INSTITUTION
1.00	Three Rivers Optical Exchange (3ROX)
1.01	Pittsburgh Gigapop
1.02	Pittsburgh Supercomputing Center/Carnegie Mellon University
2.00	Albuquerque Gigapop (ABQG)
2.01	University of New Mexico
3.00	Arkansas Research Education Optical Network (ARE-ON)
4.00	Connecticut Education Network (CEN)
4.01	University of Connecticut
5.00	Corp. for Education Network Initiative in California (CENIC)
5.01	Stanford University
6.00	Florida LambdaRail (FLR)
6.01	Abanacle Corporation
6.02	Barry University
6.03	Bay County Public Schools
6.04	Bethesda Health
6.05	Boca Raton Regional Hospital
6.06	Bradford County, Florida
6.07	Broward Health
6.08	Central Florida Health Alliance

6.09	City of Gainesville Engineering
6.10	City of Jacksonville
6.11	Clay County Public Schools
6.12	Eckerd College
6.13	Embry Riddle Aeronautical University
6.14	Escambia County School District
6.15	Florida A&M University
6.16	Florida Atlantic University
6.17	Florida Department of Education
6.18	Florida Guardian Ad Litem
6.19	Florida Gulf Coast University
6.20	Florida Institute of Technology
6.21	Florida International University
6.22	Florida State College at Jacksonville
6.23	Florida State University
6.24	Florida Virtual Campus: State College Library Services
6.25	Gulf Coast State College
6.26	Gulliver Schools
6.27	H. Lee Moffitt Cancer & Research Institute
6.28	Hillsborough Community College
6.29	Indian River State College
6.30	Jesse Ball duPont Foundation
6.31	Johnson and Wales University
6.32	Lake Sumter Community College
6.33	Lee County Clerk of the Court
6.34	Martin County, Florida
6.35	Max Planck Florida Corp. DBA Max Planck Florida Institute

6.36	Miami Dade College
6.37	NAP of Central Florida
6.38	National Oceanic and Atmospheric Administration
6.39	Northwest Regional Data Center
6.40	Nova Southeastern University (NSU)
6.41	Orange County, Florida
6.42	Palm Beach County, Florida
6.43	Palm Beach State College
6.44	Pasco-Hernando Community College
6.45	Pensacola State College
6.46	Polk County Public Schools
6.47	Polk State College
6.48	Rollins College
6.49	Sanford-Burnham-Prebys Institute for Medical Research
6.50	Santa Fe College
6.51	Scripps Florida
6.52	Seminole State College of Florida
6.53	St. Petersburg College
6.54	St. Thomas University
6.55	State College of Florida Manatee-Sarasota
6.56	Tallahassee Memorial Healthcare
6.57	University of Central Florida
6.58	University of Florida
6.59	University of Miami
6.60	University of North Florida
6.61	University of South Florida (SURA)
6.62	University of West Florida

6.63	Valencia College
7.00	Front Range Gigapop (FRGP)/UCAR
7.01	Auraria Higher Education Center
7.02	Colorado College
7.03	Colorado Community College System
7.04	Colorado Mountain College
7.05	Colorado School of Mines
7.06	Colorado State University System - Fort Collins
7.07	Colorado State University System - Pueblo
7.08	Community College of Denver
7.09	East Central Board of Cooperative Educational Services
7.10	Educational Access Gateway Learning Environment Network
7.11	Fort Lewis College
7.12	Front Range Community College
7.13	Jefferson County School District
7.14	Liberty Common Schools
7.15	Metropolitan State College of Denver
7.16	Poudre School District
7.17	University Corporation for Atmospheric Research (UCAR)
7.18	University of Colorado – Boulder
7.19	University of Colorado - Colorado Springs
7.20	University of Colorado – Denver
7.21	University of Denver
7.22	University Information Systems
7.23	University of Northern Colorado
7.24	University of Wyoming

8.00	Great Plains Network
8.01	South Dakota Board of Regents
8.02	South Dakota School of Mines and Technology
8.03	University of Nebraska at Lincoln
8.04	University of Nebraska at Omaha
8.05	University of Kansas Center for Research
8.06	University of Nebraska Medical Center
9.00	Illinois Century Network
10.00	Indiana Gigapop
10.01	Washington University in St. Louis
11.00	KanREN
12.00	Kentucky Regional Optical Network (KyRON)
12.01	Eastern Kentucky University
12.02	Kentucky Community and Technical College System
12.03	Kentucky State University
12.04	Morehead State University
12.05	Murray State University
12.06	Northern Kentucky University
12.07	University of Kentucky
12.08	University of Louisville
12.09	Western Kentucky University

13.00	KINBER
14.00	Lone-Star Education and Academic Research Network (LEARN)
14.01	Aldine ISD
14.02	Baylor College of Medicine
14.03	Baylor U
14.04	Houston Community College System
14.05	Lamar U
14.06	Northeast Texas Consortium (NETnet)
14.07	Prairie View A&M U
14.08	Rice University
14.09	Sam Houston State U
14.10	Southern Methodist U
14.11	Stephen F. Austin State University
14.12	Texas A&M U System
14.13	Texas A&M University
14.14	Texas A&M University System Health Science Center
14.15	Texas Assn of Community Colleges
14.16	Texas Christian U
14.17	Texas Education Telecommunications Network (TETN)
14.18	Texas State U System
14.19	Texas Tech U System
14.20	Texas Tech University
14.21	U of Houston System
14.22	U of North Texas System
14.23	University of Houston
14.24	University of Texas

14.25	UT Arlington
14.26	UT Austin
14.27	UT Dallas
14.28	UT El Paso
14.29	UT HSC, San Antonio
14.30	UT MD Anderson Cancer Ctr
14.31	UT Med Branch
14.32	UT San Antonio
14.33	UT Southwestern Med Ctr
14.34	UTHSC, Houston
15.00	Louisiana Optical Network Initiative (LONI)
15.01	Louisiana State University
16.00	Maryland Research and Education Network (MDREN)
17.00	Mid-Atlantic Crossroads (MAX)
17.01	American University
17.02	Baltimore Education & Research Network (BERnet)
17.03	Catholic University
17.04	Columbia Telecommunications Corporation (CTC)
17.05	D.C. Government
17.06	Energy Sciences Network (ESnet)
17.07	George Mason University
17.08	George Washington University
17.09	Georgetown University
17.10	Howard Hughes Med. Institute

17.11	Inter-American Development Bank (IADB)
17.12	Internet2, D.C. Office
17.13	Johns Hopkins University
17.14	Johns Hopkins University - Applied Physics Laboratory (JHU-APL)
17.15	Laboratory for Telecommunications Sciences (LTS)
17.16	Library of Congress
17.17	Montgomery College
17.18	NASA / GSFC
17.19	National Archives and Records Administration (NARA)
17.20	National Consortium for Supercomputing Applications / ACCESS
17.21	National Institute of Standards and Technology (NIST)
17.22	National Institutes of Health (NIH)
17.23	National Library of Medicine (NLM)
17.24	National Oceanic and Atmospheric Administration (NOAA)
17.25	National Science Foundation (NSF)
17.26	Smithsonian Institution
17.27	Southern Universities Research Association (SURA)
17.28	U.S. Department of Health and Human Services (HHS)
17.29	U.S. Department of State
17.30	U.S. Department of Veterans Affairs
17.31	U.S. Geological Survey
17.32	U.S. Holocaust Memorial Museum
17.33	Univ. System of Maryland Network (aggregating 11 campuses)
17.34	University of California, D.C. campus
17.35	University of Maryland, Baltimore (UMB)
17.36	University of Maryland, Baltimore County (UMBC)
17.37	University of Maryland, University College

17.38	University of Maryland, College Park (UMD)
17.39	University of Southern California, Information Sciences Institute / East
17.40	USDA, Beltsville Agricultural Research Center
17.41	Washington Research Library Consortium
18.00	Merit Network, Inc. (Merit)
19.00	Missouri Research and Education Network (MOREnet)
20.00	Metropolitan Research and Education Network (MREN)
20.01	Bradley University
20.02	De Paul University
20.03	Illinois Century Network
20.04	Illinois Institute of Technology
20.05	Illinois State University
20.06	Iowa State
20.07	Loyola University
20.08	National Center for Supercomputing Applications (NCSA)
20.09	Northern Illinois University
20.10	Northwestern University
20.11	Notre Dame
20.12	Purdue University
20.13	Southern Illinois University
20.14	Univ. of Chicago
20.15	Univ. of Illinois at Chicago
20.16	University of Illinois at Champaign-Urbana
20.17	University of Iowa

20.18	University of Wisconsin (Madison & Milwaukee)
21.00	New Jersey Research and Education Network (NJEDge)
22.00	North Carolina Research and Education Network (NCREN / MCNC)
23.00	Networkmaine
24.00	NetWork.Virginia
24.01	College of William and Mary
24.02	George Mason University
24.03	Hampton University
24.04	Longwood University
24.05	Norfolk State University Research and Innovation Foundation
24.06	Old Dominion University
24.07	Radford University
24.08	Thomas Jefferson High School for Science and Mathematics
24.09	University of Mary Washington
24.10	University of Richmond
24.11	University of Virginia
24.12	Virginia Commonwealth University
24.13	Virginia Community College System
24.14	Virginia Science Museum
24.15	Virginia Tech
24.16	Virginia Tech Corporate Research Center (VTCRC)
25.00	Northern Lights GigaPoP

25.01	Concordia College
25.02	Gustavus Adolphus College
25.03	Macalester College
25.04	Northwestern College
25.05	St. Olaf College
25.06	University of St. Thomas
25.07	Augsburg College
25.08	Bethel University
25.09	Carleton College
25.10	College of St. Catherine
25.11	Concordia University
25.12	Hamline University
25.13	North Dakota STAGENet State Network
25.14	North Dakota State University
25.15	Ties
25.16	University of Minnesota
25.17	University of North Dakota
25.18	Luther Seminary
26.00	Northern Crossroads (NoX)
26.01	Boston College
26.02	Boston University
26.03	Brandeis University
26.04	Brown University
26.05	Dartmouth College
26.06	Emerson College
26.07	Harvard University

26.08	MIT
26.09	Northeastern University
26.10	Tufts University
26.11	University of Maine
26.12	University of Massachusetts - Information Technology Services (UMass - ITS)
26.13	University of Massachusetts-Amherst
26.14	University of New Hampshire
26.15	University of Rhode Island
26.16	University of Vermont
26.17	Wellesley College
26.18	Worcester Polytechnic Institute
26.19	Yale University
27.00	NYSERNet
27.01	Albert Einstein College of Medicine
27.02	Alfred University
27.03	American Museum of Natural History
27.04	ARTstor
27.05	Binghamton University
27.06	Buffalo State College
27.07	Canisius College
27.08	Capital Region BOCES
27.09	City University of New York
27.10	Clarkson University
27.11	Colgate University
27.12	Columbia University

27.13	Cornell University
27.14	D'Youville College
27.15	Daemen College
27.16	Erie Community College
27.17	Erie / 1 BOCES
27.18	The Frick Collection
27.19	Hofstra University
27.20	Hospital for Special Surgery
27.21	IBM Thomas J. Watson Research Center
27.22	Icahn School of Medicine at Mt. Sinai
27.23	Intrepid Sea, Air & Space Museum
27.24	LeMoyne College
27.25	Long Island University
27.26	Manhattan College
27.27	Marist College
27.28	Monroe 1 BOCES - Monroe RIC
27.29	Museum of Modern Art (MoMA)
27.30	New School University
27.31	New York Public Library
27.32	New York State Department of Health: Wadsworth Center
27.33	New York University
27.34	NYSERNET, Inc.
27.35	Rensselaer Polytechnic Institute
27.36	Rochester Institute of Technology
27.37	Rockefeller University
27.38	Saint Lawrence University
27.39	Siena College

27.40	Skidmore College
27.41	State University of New York (SUNY) at Old Westbury
27.42	State University of New York at Oneonta
27.43	Stony Brook University (SUNY)
27.44	SUNY Geneseo
27.45	SUNY Oswego
27.46	SUNY Potsdam
27.47	SUNY Upstate Medical
27.48	Syracuse University
27.49	The College of Saint Rose
27.50	The New York Genome Center
27.51	Union College
27.52	University at Albany (SUNY)
27.53	University at Buffalo (SUNY)
27.54	University of Rochester
27.55	Vassar College
27.56	Weill Medical College – Qatar
27.57	Weill Medical College of Cornell University
27.58	Yeshiva University
28.00	OARnet
29.00	ONENET--Oklahoma State Regents for Higher Education
30.00	Oregon Gigapop
30.01	University of Oregon (OWEN/NERO)

31.00	OSHEAN
31.01	NEREN Inc. - North East Research and Education Network, Inc.
32.00	Pacific Northwest Gigapop (PNWGP)
32.01	University of Hawaii
32.02	University of Washington
33.00	Southern Crossroads (SoX)
33.01	Southern Light Rail
34.00	Utah Education Network (UEN)
34.01	University of Montana
34.02	University of Utah
35.00	WiscNet
36.00	West Virginia Network (WVNET)

EXHIBIT B
PRICING TERMS

Requirements:

Client has own ASN and IP Space

Client runs BGP

Data Center Pricing

Port Type	Contract Term months	Non-Recurring fees and charges (describe)	Comments
1 Gig	12	\$200 Install	
10 Gig	12	\$500 Install	Minimum 10% Bandwidth Commit on 10 Gig Port
100 Gig	12	\$5,000 Install	Minimum 20% Bandwidth Commit on 100 Gig Port

Port Type	Contract Term months	Non-Recurring fees and charges (describe)	Comments
1 Gig	24	Waived	
10 Gig	24	Waived	Minimum 10% Bandwidth Commit on 10 Gig Port
100 Gig	24	\$2,500 Install	Minimum 20% Bandwidth Commit on 100 Gig Port

GTT does not charge a monthly cost for ports. However, there is a one-time cost to cover installation costs on a one-year term. GTT has waived port costs on a 2-year term for 1 gig and 10 gig ports; but is unable to waive port costs for 100 Gig ports, due to the significant costs incurred to support 100 Gig ports.

Quilt Aggregate Pricing Model 12-Month End-User Contracts

BW (Mbps)	500 mb to 100 G		101-200G		201-300G		300G+	
	Committed /Mb	Burst/Mb	Committed /Mb	Burst/Mb	Committed/Mb	Burst/Mb	Committed/ Mb	Burst/Mb
500	\$ 0.840	\$ 0.840	\$ 0.798	\$ 0.798	\$ 0.756	\$ 0.756	\$ 0.714	\$ 0.714
1,000	\$ 0.500	\$ 0.500	\$ 0.475	\$ 0.475	\$ 0.450	\$ 0.450	\$ 0.425	\$ 0.425
2,000	\$ 0.480	\$ 0.480	\$ 0.456	\$ 0.456	\$ 0.432	\$ 0.432	\$ 0.408	\$ 0.408
3,000	\$ 0.460	\$ 0.460	\$ 0.437	\$ 0.437	\$ 0.414	\$ 0.414	\$ 0.391	\$ 0.391
4,000	\$ 0.440	\$ 0.440	\$ 0.418	\$ 0.418	\$ 0.396	\$ 0.396	\$ 0.374	\$ 0.374
5,000	\$ 0.420	\$ 0.420	\$ 0.399	\$ 0.399	\$ 0.378	\$ 0.378	\$ 0.357	\$ 0.357
6,000	\$ 0.400	\$ 0.400	\$ 0.380	\$ 0.380	\$ 0.360	\$ 0.360	\$ 0.340	\$ 0.340
7,000	\$ 0.380	\$ 0.380	\$ 0.361	\$ 0.361	\$ 0.342	\$ 0.342	\$ 0.323	\$ 0.323
8,000	\$ 0.360	\$ 0.360	\$ 0.342	\$ 0.342	\$ 0.324	\$ 0.324	\$ 0.306	\$ 0.306
9,000	\$ 0.340	\$ 0.340	\$ 0.323	\$ 0.323	\$ 0.306	\$ 0.306	\$ 0.289	\$ 0.289
10,000	\$ 0.300	\$ 0.300	\$ 0.285	\$ 0.285	\$ 0.270	\$ 0.270	\$ 0.255	\$ 0.255
20,000	\$ 0.290	\$ 0.290	\$ 0.276	\$ 0.276	\$ 0.261	\$ 0.261	\$ 0.247	\$ 0.247
100,000	\$ 0.251	\$ 0.251	\$ 0.251	\$ 0.251	\$ 0.251	\$ 0.251	\$ 0.251	\$ 0.251

Quilt Aggregate Pricing Model 24-Month End-User Contracts

BW (Mbps)	500 mb to 100 G		101-200G		201-300G		300G+	
	Committed/ Mb	Burst/Mb	Committed/ Mb	Burst/Mb	Committed/Mb	Burst/Mb	Committed/ Mb	Burst/Mb
500	\$ 0.756	\$ 0.756	\$ 0.718	\$ 0.718	\$ 0.680	\$ 0.680	\$ 0.643	\$ 0.643
1,000	\$ 0.450	\$ 0.450	\$ 0.428	\$ 0.428	\$ 0.405	\$ 0.405	\$ 0.383	\$ 0.383
2,000	\$ 0.432	\$ 0.432	\$ 0.410	\$ 0.410	\$ 0.389	\$ 0.389	\$ 0.367	\$ 0.367
3,000	\$ 0.414	\$ 0.414	\$ 0.393	\$ 0.393	\$ 0.373	\$ 0.373	\$ 0.352	\$ 0.352
4,000	\$ 0.396	\$ 0.396	\$ 0.376	\$ 0.376	\$ 0.356	\$ 0.356	\$ 0.337	\$ 0.337
5,000	\$ 0.378	\$ 0.378	\$ 0.359	\$ 0.359	\$ 0.340	\$ 0.340	\$ 0.321	\$ 0.321
6,000	\$ 0.360	\$ 0.360	\$ 0.342	\$ 0.342	\$ 0.324	\$ 0.324	\$ 0.306	\$ 0.306
7,000	\$ 0.342	\$ 0.342	\$ 0.325	\$ 0.325	\$ 0.308	\$ 0.308	\$ 0.291	\$ 0.291
8,000	\$ 0.324	\$ 0.324	\$ 0.308	\$ 0.308	\$ 0.292	\$ 0.292	\$ 0.275	\$ 0.275
9,000	\$ 0.306	\$ 0.306	\$ 0.291	\$ 0.291	\$ 0.275	\$ 0.275	\$ 0.260	\$ 0.260

10,000	\$	0.270	\$	0.270	\$	0.257	\$	0.257	\$	0.243	\$	0.243	\$	0.230	\$	0.230
20,000	\$	0.261	\$	0.261	\$	0.248	\$	0.248	\$	0.235	\$	0.235	\$	0.222	\$	0.222
100,000	\$	0.226	\$	0.226	\$	0.226	\$	0.226	\$	0.226	\$	0.226	\$	0.226	\$	0.226

Network Security Services: GTT Internet service includes RTBH routing capabilities in the base CIS service. Optional DDoS mitigation scrubbing service for an additional fee; DDoS mitigation is available in on-demand and always-on flavors.

EXHIBIT C

Administrative Procedures

Provider will establish a Provider Team dedicated to servicing the Quilt Agreement and Authorized Quilt 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 Authorized Quilt Buyers regarding their services, both in a sales mode and an on-going customer management mode.

Authorized Quilt Buyers may directly contact the Provider Team to get information about services. The Provider Team will refer the Authorized Quilt Buyers to their local team after validation of participation in the Quilt. The Authorized Quilt Buyer may already be in contact with their local team; however, to participate in the Quilt MSA they must first contact the Provider Team.

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 Authorized Quilt 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 President and CEO to insure the Quilt Agreement is being implemented correctly. The AQP 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 AQP under the Quilt agreement.

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

Non-technical Problem resolution:

Authorized Quilt 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 Authorized Quilt Buyer should notify and work with the Quilt Liaison to get resolution.

Technical Problem resolution:

Authorized Quilt Buyers will be provided with full contact to technical problem reporting services through the Provider. Provider trouble tickets will be issued to the Authorized Quilt Buyer's approved contacts. In the event that Authorized Quilt 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 TEAM

Primary Contact

Name	Diane White
Title	Global Account Director
Organization	GTT
Phone	1 585-301-4817
Email	diane.white@gtt.net
Cell Phone	585-317-8952

Backup Contact

Name	Bill Walsh
Title	VP of Sales North East
Organization	GTT
Phone	973-462-2902
Email	Bill.walsh@gtt.net
Cell Phone	973-462-2902

Primary Technical Contact

Name	Richard Vidil
Title	VP Sales Engineering, Enterprise
Organization	GTT
Phone	508-589-4364

Email	Richard.vidil@gtt.net
Cell Phone	

QUILT LIAISON

Name	Akbar Kara
Title	Chief Technology Officer
Organization	LEARN
Phone	214-392-2717
Email	akbar.kara@tx-learn.net
Cell Phone	

Exhibit D
GTT Acceptable Use Policy (AUP)

GTT's goal is to provide its clients with the best commercial Internet service possible. To accomplish this, GTT has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of GTT's network. All GTT clients and all others who use the Service (the "client", "user", "you", or "your") must comply with this Policy. If your business or organization does not agree to comply with this Policy, it must immediately stop all use of the Service and notify GTT, so that it can close your account.

GTT's clients who provide services to end users are responsible for such end users compliance with the terms of this AUP and must take steps to ensure compliance by their users. By using or accessing GTT's services, Clients agree to be bound by the terms of the AUP.

GTT reserves the right to modify, the Policy at any time, effective upon posting at <http://www.GTT.net>. Clients are responsible for monitoring this website for changes. Use of GTT's Services after changes to the AUP are posted on the website shall be deemed to constitute Clients' acceptance of such new or additional terms of the AUP.

1. ILLEGAL USE

The GTT network may be used only for lawful purposes. Transmission, distribution or storage of any materials in violation of any applicable law or regulation is prohibited. This includes, without limitation:

- Material protected by copyright, trademark, trade secret, software piracy, patents or other intellectual property right without proper authorization.
- Engaging in activity that violates privacy, publicity or other personal rights of others.
- Material that is obscene, abusive, defamatory, harassing, or threatening language constituting an illegal threat or violates export control laws.
- Exploitation of vulnerabilities in hardware or software for malicious purposes such as exploitation of scripts presented on web pages (i.e., forms for answering questions or entering data).

2. SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. GTT will investigate incidents involving such violations and may involve and will cooperate with law enforcement, if a criminal violation is suspected.

Examples of system or network violations include, without limitation the following:

- Unauthorized access to or use of computers, data, systems, accounts or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or an attempt to penetrate security measures of another individual's system (known as 'hacking') is prohibited.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flood, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting or otherwise engaging in any monitoring or interception of data not intended for the User without authorization is prohibited.
- Engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of GTT IP space is prohibited.
- Also, attempting to circumvent Client authentication or security of any hosts, network, or account ('cracking') without authorization is prohibited.
- Simulating communications ("phishing") from and/or to a website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

- Exporting encryption software over the Internet or otherwise in violation of ITAR, to points outside the United States is prohibited.
- Using malware, DNS cache poisoning or other means (“pharming”) to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity’s service is prohibited.
- Activities that disrupt the use of or interfere with the ability of others to effectively use the GTT network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e., DDOS, SYN Floods or similar attacks).

3. EMAIL

Sending unsolicited mail messages is prohibited, including without limitation,

- a. Client is prohibited from sending unsolicited bulk and/or commercial messages over the Internet (‘spamming’). This includes receiving replies from unsolicited emails, (i.e., ‘drop-box’ accounts) or configuring any email server in such a way that it will accept third party emails for forwarding (i.e., open mail relay). Bulk email may only be sent to recipients who have expressly requested receipt of such email messages through a ‘verified opt-in’ process. Users that send bulk email messages must maintain complete and accurate records of all email subscription requested, specifically including the email and associated headers sent by every subscriber, and shall immediately provide GTT with such records upon request. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization.
- b. The Service must not be used to:
 - i. Send messages to any individual or entity who has indicated that they do not wish to receive a message from you.
 - ii. Collect or redirect responses from unsolicited messages sent from accounts on another Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or website. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any website or other resource that uses GTT’s network.
 - iii. Purchase lists of email addresses from third parties for mailing to or from any GTT hosted domain, or referencing GTT account, is prohibited.
 - iv. Distribute Internet Viruses, Worms, Trojan Horses, flooding, mail bombing, or denial of service attacks or distributing information regarding the creation of such viruses, worms, etc. for reasons other than mitigation or prevention is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment is prohibited. Transmitting, distributing or storing information or material, that, as reasonably determined by GTT, is threatening, abusive, violates the privacy of others or which violates any applicable law or regulation, that is harmful to or interferes with GTT’s provision of Service, the GTT network or any third party’s network, equipment, applications, services or websites, that is fraudulent or contains false, deceptive or misleading statements, claims or representations (i.e., phishing), and deceptive marketing practices including, without limitation to, practices that violated United States Federal Trade Commission’s guidelines for proper online marketing schemes is prohibited.

4. SENDING HIGH VOLUME OF TRAFFIC TO PARTICULAR AUTONOMOUS SYSTEM

If the traffic to and from a particular ASN exceeds 10% of client’s monthly Committed Data Rate (CDR) then GTT makes no guarantee of performance towards packet loss and/or latency to and from that ASN.

The above is also applicable to "Transit" Autonomous systems which are used to reach the end user destinations

5. OBSCENE SPEECH OR MATERIAL

Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Using GTT’s network to advertise, transmit, store, post, display or otherwise make available child pornography or obscene speech or

materials is prohibited. GTT does not prohibit any material allowed by law. GTT is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through GTT's network.

6. RISKS OF THE INTERNET

- a. Some activities that clients can perform when accessing the Internet may be harmful or cause loss to client, other people that may access client's service, or client's equipment including, without limitation:
 - i. Downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to the client's computer,
 - ii. Purchase goods or services using the Internet
 - iii. Transmitting confidential information over the Internet (such as credit card numbers or other business information), or
 - iv. Accessing and viewing content on the Internet or otherwise available through the service that may be offensive to some individuals, or inappropriate for children.
- b. Client shall bear all risk associated with the activities referred to in paragraph (a) above and GTT does not have any liability for any claims, losses, actions, damages, suites or proceeding arising out of or otherwise relating to such activities.
- c. Client may minimize the risk of accessing illegal or offensive content as well as managing use of the Internet by using a filtering solution. GTT does not provide these filtering solutions as part of the Service and it is the client's responsibility to implement these measures.

7. ADDITIONAL TERMS AND CONDITIONS

The use of the GTT network by a Client is subject to the terms and conditions of any agreements entered into by such Client with GTT. This AUP is incorporated into such agreements by reference.

8. COMPLAINTS/VIOLATIONS OF AUP

Any complaints regarding prohibited use of other abuse of the GTT Network, including violations of this AUP, should be sent to AUP@gtt.net. Please include all applicable information that will assist GTT in investigating the complaint.