



ADDENDUM TWO

This Addendum Two to the Interlocal Agreement between The City of Seattle ("Participant") and Pacific Northwest Gigapop ("PNWGP") (as assigned from University of Washington to Pacific Northwest Gigapop effective October 1, 2003) executed June 30, 2000 ("Agreement"), is hereinafter incorporated by this reference. This Addendum Two shall be effective May 1, 2008 and shall supersede in full both Addendum One (executed May 29, 2002) and Amendment One to Addendum One (executed June 5, 2006) to the Agreement.

1) Effective as of May 1, 2008, the following shall supersede Sections 1 and 2 of the Agreement:

Services and Fees.

Participant's connection to the Pacific Northwest Gigapop is a Fast Ethernet ("FE"=100Mbps) connection. Over this FE connection, Participant will receive from PNWGP two Internet Services: CORE and Commercial Internet (Plan A) at the rates provided here.

CORE Internet Services allow Participant's IP traffic to pass to and from the following:

- All other PNWGP Internet Services Participants
- All PNWGP Research and Education ("R&E") peering partners (including Pacific Wave peers and private R&E peers)
- National LambdaRail PacketNet, a U.S. research and education network backbone

CORE is a flat rate service independent of the amount of traffic Participant passes to/from these entities.

CORE Internet Service	\$6,000/year
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Commercial Internet (Plan A)

Plan A is a 'use-based' model in which the Participant pays only for the amount of traffic used in the commercial route view. The commercial route view includes only traffic to/from PNWGP's upstream commercial Internet providers as well as the traffic from PNWGP's extensive commercial peering partners. The traffic in Participant's commercial route view is measured separately from the traffic Participant receives in its CORE service.

Base Port Fee:	\$250.00/mo
Use Fee*:	\$27.00/Mbps

*The use fee is determined as the product of the 95th percentile commercial route view use for the month multiplied by the per Megabit use fee. Inbound and outbound IP traffic will be measured on the commercial route view every five minutes. The 95th percentile number for billing is taken on the higher of the inbound and outbound measurements.

Participant Directed Technical Support. PNWGP fully supports Participant's contracted services through a 24x7 Network Operations Center and on-call engineering team. Occasionally, Participant may request assistance with related, but not service-specific, issues. These are referred to as "Participant Directed Technical Support" (or "PDTS") activities. PNWGP Internet services are provided to Participant with up to four (4) hours of free PDTS (to be provided by telephone or email during normal business hours) each calendar year. Additional Participant Directed Technical Support ("PDTS") requested and delivered during normal business hours via email or telephone shall be provided at the following rate:
\$150/hour

2) Effective as of May 1, 2008, the following shall supersede respectively the sections titled "Term" and "Renewal" in the "Terms and Conditions portion of the Agreement.

Term: The services per Addendum Two to the Agreement shall be provided for a term of three (3) years effective through April 30, 2011. Throughout this three (3) year period, it shall be referred to as the Current Term.

Renewal: Except in a case of a Termination Event as defined in the Agreement, the Services provided in Addendum Two will automatically renew for one-year terms beginning on May 1. The Current Term is the term then in effect.

3) Effective May 1, 2008, the following shall supersede the section titled "Fees and Payment" in the "Terms and Conditions" portion of the Agreement.

Recurring and use fees will be due monthly in arrears. Invoices are due net thirty (30) days. Participant will be solely responsible for any applicable taxes, including all sales and use taxes as well as duties or levies, arising in connection with the Service.

4) In all other respects the Agreement remains unchanged.

The undersigned for Participant attests to be a duly authorized signatory to this Service Contract on behalf of Participant.

Participant

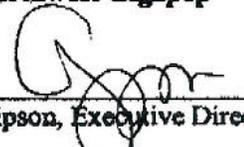

Signature

4-29-08
Date

Name: MICHAEL MEARS
(please print)

Title: SENIOR BUYER
(please print)

Pacific Northwest Gigapop


Amy Philipson, Executive Director

5-12-08
Date