Fifth Amendment to "City and County of San Francisco Department of Technology (DT) and Corporation for Education Network Initiatives in California (CENIC) Fiber Optic Network Installation, Occupancy, and Maintenance Agreement In Support of UCSF Networking" ("DT/CENIC Agreement for UCSF")

FIFTH AMENDMENT TO FIBER OPTIC NETWORK AGREEMENT

THIS AMENDMENT (this "Amendment") is made as of June 19, 2014 in San Francisco, California, by and between the Corporation for Education Network Initiatives in California ("CENIC" or "Lessee"), and the City and County of San Francisco, a municipal corporation ("City" or "Lessor"), acting by and through its Department of Technology.

The purpose of this Fifth Amendment to the DT/CENIC Agreement for UCSF is to add fiber links to the dark fiber network described in Exhibit 4 of the Agreement. This Amendment will describe the added scope and the additional charges, both initial and ongoing associated with this increased scope. The roles and responsibilities for the work described in this amendment will differ in some cases from those described in the Agreement. In cases where the description of the roles and responsibilities differ from the original arrangement described in Exhibits 1-9, the provisions of this Exhibit 10 prevail. In cases where there is no conflict, the original provisions continue to apply.

RECITALS

WHEREAS, Lessor and Lessee have entered into the Agreement (as defined below); and WHEREAS, Lessor and Lessee desire to modify the Agreement on the terms and conditions set forth herein to connect an additional UCSF location to the CENIC fiber system provided by the City;

NOW, THEREFORE, Lessee and the Lessor agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated May 25, 2011, as amended by the First amendment on July 17, 2012, the Second amendment on December 17, 2012, the Third Amendment on May 7, 2013 and the Fourth Amendment on November 15, 2013.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

Exhibit 10 –Extension of Network: SF General Hospital. "Exhibit 10 - Extension of Network: SF General ," is hereby added to the agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Amendment as of the date first referenced above.

LESSOR

City and County of San Francisco:

For Marc Touitou
Chief Information Officer/Executive Director
Department of Technology

LESSEE

Corporation for Education Network Initiatives in California

Louis Fox
President & CEO

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Margarita G.
Margarita Gutierrez
Deputy City Attorney

Exhibit 10 - Extension of Fiber Network: SF General

A. SCOPE OF WORK

This project will create one new fiber link between the UCSF Data Center at 654 Minnesota St., San Francisco, California and San Francisco General Hospital ("SF General"), 1001 Potrero Street, San Francisco, California. The link will consist of two strands of dark singlemode fiber. The fiber connection will make use of fiber already placed by the City and new fiber placed for this project.

The fiber will meet the specifications described in Exhibit 1.

As provided for in Section 3.1(C), CENIC is responsible for getting permission from UCSF for work on UCSF property.

DT may hire an independent third party to test the fiber according to the procedure described in Exhibit 2. If DT uses an independent third party, DT will notify CENIC of its selection for CENIC's approval, such approval will not be unreasonably withheld and the selection will be deemed approved if CENIC does not object within 5 business days of being notified by DT. If retesting is necessary pursuant to the provisions of Exhibit 2, DT will propose to CENIC the minimum required scope and CENIC will have 2 business days to review and approve the scope of retesting.

DT will install a new fiber termination panel (FTP)--Alcoa Fujicura, LL-4808 or equivalent--in customer racks at SF General.

DT will use previously placed FTP at the Minnesota St. location.

DT will provide details of span installation according to Exhibit 2 under "Fiber Turnover Package".

The definition of Physical Diversity introduced in the 4th Amendment not withstanding, CENIC, UCSF and DT have agreed that Physically Diverse Fiber is not required for the connection between 654 Minnesota and being provided pursuant to this 5th Amendment and acknowledge that the link shares a path with previously installed fiber links.

City will terminate fiber on patch panel using SC connections.

This estimate does not include the cost of electronic equipment to light fiber.

B. LOCATIONS AND SCHEDULE

This project will add a new connection between the locations described below.

CENIC/UCSF Telemedicine Network Links			
Site 1	Demarcation Point	Site 2	Demarcation Point
654 Minnesota St.	Room 109	SF General Hospital, Building 3	NGMAN Room

The project will follow the following schedule.

Activity	Completed by Calendar Day
Initial Payment Received from CENIC	July 25, 2014
Project Planning Meeting with DT/CENIC/UCSF	August 8, 2014
DT Installs 654 Minnesota St. SFGH Link	August 22, 2014
Fiber Tested and Results Transmitted to CENIC	August 29, 2014
CENIC Reviews Test Results	September 5, 2014

C. STATEMENT OF COSTS

The City and County of San Francisco will charge Lessee two types of charges:

(1) a one-time installation charge, and
(2) an ongoing annual fee for occupancy and maintenance of the fiber.

1. INSTALLATION CHARGES

The Lessor will charge Lessee Fifty-Two Thousand and Nineteen Dollars ($52,019.00) for installing fiber drops to a single entrance in the locations described below. These charges are in addition to the charges described in Article 7.1 and Exhibit 5 in the original agreement.

Installation Charge		
End Site 1	End Site 2	Link Cost
654 Minnesota Street	SF General, Building 3, NGMAN Room	$52,019.00
	Total	$52,019.00

2. ONGOING OCCUPANCY AND MAINTENANCE CHARGES

The additional scope of the network will require additional occupancy and maintenance charges in the amount of $15,600 per year. The total charges for the entire network are described in the table below.

Exhibit	Annual Cost
Exhibit 4 Sites	$32,300.00
Exhibit 7 Sites	$45,840.00
Exhibit 8 Additional Strand Sites	$136,800.00
Exhibit 9 Site	$14,220
Exhibit 10 Site	$15,600
New Total Annual Cost	$244,760.00

In the first year, a pro-rated annual amount will be due within 30 days of completion of the network for the portion of the year remaining between the completion date and September 30. In subsequent years, the full amount will be due within 30 business days of September 30. Beginning in September 2013 and each subsequent year the ongoing occupancy and maintenance of the fiber will be adjusted annually by the CPI-U.

The CPI-U means the Consumer Price Index for all Urban Consumers (base years 1982-84) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics (BLS). If the Index is changed so that the base year differs, the Index shall be converted in accordance with the conversion factor published by the (BLS). If the index is discontinued or revised during the term of this agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised. Adjustments in CPI-U shall be calculated by comparing the CPI-U most recently published with the CPI-U in effect on December 31, 2012. If the CPI-U has increased, then the

sum or amount payable on the calculation date shall be set by multiplying the sum or payment by a fraction, the numerator of which is the CPI-U in effect on December 31, 2012.