

Date _____

Addendum Number 4

From: Robert W. Woltz, Jr., President
Verizon Virginia, Inc.
600 East Main Street, 6th Floor
Richmond, Virginia 23219

To: Judy L. Lilly, Assistant Vice President
Communications Network Services, 0506
Virginia Tech
Blacksburg, Virginia 24061

A proposal to amend contract number CC-0696-Bell-Atl is requested. Attached is Addendum No. 4 reflecting the changes.

Type of Change Service Requested

Purpose of Change

Monthly Rate Changes

Reduce existing monthly rates for DS3 UNI/NNI and OC3c UNI/NNI
Broadband Network Services to qualified non-commercial Ordering Parties.
Clarify termination liability applicable to non-commercial Ordering Parties.

Termination Liability

Verizon is pleased to submit this proposal to amend the contract referenced above at the price and terms indicated in the attached document. Should the University wish to accept this proposal, please have your duly authorized representative sign in the space provided below and return this copy to the Verizon Representative at the address listed above. All other terms and conditions of the contract shall remain in full force in effect except as modified herein.

Verizon

_____ Date

To: Minnis E. Ridenour, Executive Vice President
Office of the Executive Vice President
Virginia Tech
Blacksburg, Virginia 24061

From: Judy Lilly, Director
Communications Network Services
Virginia Tech
Blacksburg, VA 24061

Attached are documents to amend the contract referenced above. This request has been reviewed and approved by the Office of the General Counsel. Please sign and return to me at the address above.

Office of the Executive Vice-President Date

Virginia Tech Communications Network Services Date

cc: Purchasing

**BROADBAND NETWORK SERVICES
AGREEMENT ADDENDUM**

THIS ADDENDUM No. 4 (“Addendum”) modifies the Broadband Network Services Agreement (“Agreement”) dated June 12, 1996 by and between Virginia Polytechnic Institute and State University (“Virginia Tech”) and Verizon Virginia, Inc. (“Contractor”).

WHEREAS, this Addendum is being entered into to provide reduced monthly rates on the broadband network services described in this Addendum to Virginia Tech and other non-commercial Ordering Parties as defined in section 5.15 of the Agreement; and

WHEREAS, Verizon agrees to provide reduced monthly rates for such broadband network services to Virginia Tech and other non-commercial Ordering Parties who satisfy a criteria set forth in section 1, below.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained therein, the parties hereto agree as follows:

1. The following monthly rates and installation charges are in addition to the existing monthly rates specified in the rate table of Appendix B “Prices for Services” for ATM DS3 UNI/NNI and ATM OC3c UNI/NNI broadband network services.

<u>Service</u>	<u>Monthly Rate</u>	<u>Installation</u>
OC-3c UNI/NNI	\$6,120	\$2,000
DS-3 UNI/NNI	\$2,890	\$1,000

The above monthly rates shall be afforded to Virginia Tech, public and private education institutions, and other non-commercial Ordering Parties defined in section 5.15 of the Agreement who satisfy any of the following criteria: (i) a new Ordering Party who subscribes to circuits under a twelve (12) month term agreement, (ii) an existing Ordering Party with an expired agreement for the services who renews the agreement for an additional twelve (12) month term, and (iii) an Ordering Party who in the middle of an existing term agreement subscribes to an additional twelve (12) month term.

2. New Orders placed by public education institutions, private education institutions, and other non-commercial Ordering Parties defined in section 5.15 of the Agreement pursuant to this Addendum shall be subject to a twelve (12) month minimum term. If an Ordering Party terminates the services, in whole or in part, within twelve (12) months from the date the Services are installed, the Ordering Party shall be obligated to pay Contractor early termination charges equal to the sum of the applicable monthly rate per circuit multiplied by the number of circuits disconnected times the number of months remaining in the unexpired portion of the twelve (12) month term.

All other terms and conditions of the Agreement shall remain unchanged and in full force.

This Addendum No. 4 shall become effective upon execution by both parties.