

Date 3-17-2010

Addendum Number 24

From: Verizon Business Network Services Inc on behalf of  
Verizon Virginia Inc. & MCI Communications Services Inc  
d/b/a Verizon Business Services  
22001 Loudoun County Parkway  
Ashburn, Virginia 20147

To: Judy L. Lilly, Associate Vice President  
Network Infrastructure and Services, 0506  
Virginia Tech  
Blacksburg, Virginia 24061

A proposal to amend contract number CC-0696-Bell-Atl is requested. Attached is Addendum No. 24 reflecting the change.

<u>Type of Change</u>	<u>Service Requested</u>	<u>Purpose of Change</u>
MOD 16 Service Term Change	Not Applicable	Extension of Service Term

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.

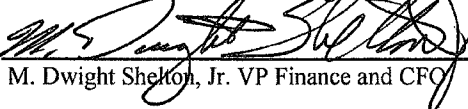
Verizon Business Network Services Inc. on behalf of  
Verizon Virginia Inc. and MCI Communication Services Inc. d/b/a Verizon Business Services

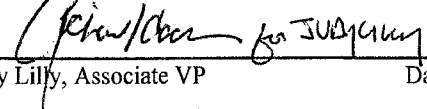
 . 4/30/10  
Suleiman Hessami, Vice President Date

To: M. Dwight Shelton, Jr., VP for Finance and CFO  
210 Burruss Hall (0174)  
Blacksburg VA 24061

From: Judy Lilly, Associate VP, Network Infrastructure and Services (0506)

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.

 4/22/10  
M. Dwight Shelton, Jr. VP Finance and CFO Date

 for Judy Lilly 4/22/10  
Judy Lilly, Associate VP Date

cc: Purchasing

**BROADBAND NETWORK SERVICES  
AGREEMENT ADDENDUM**

**THIS ADDENDUM** No. 24 (“Addendum”) and its Exhibits attached hereto modify 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”). The Parties hereto agree and acknowledge Verizon Select Services Inc., (“VSSI”), is hereby an additional separate Party to this Agreement for the purposes of provisioning its respective Services set forth in this Addendum and extending the Agreement.

**WHEREAS**, this Addendum is being entered into pursuant to section 5.14 of the Agreement, the services in this Addendum are in addition to and support the existing Services contained in the Agreement. This Addendum will be held by Virginia Tech; and

**WHEREAS**, Section 5.14 of the Agreement permits the parties, to add new services to the Agreement; and

**WHEREAS**, Virginia Tech, Verizon Virginia, and any of Verizon Virginia’s affiliates or subcontractors who agree to participate under the terms and conditions of this Addendum agree to provide the services contained herein to the Ordering Parties; and

**WHEREAS**, the Parties wish to change the provisions of the renewal of Services offered under Addendum Number 16.

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

**CHANGES:**

The term outlined in the section of Addendum 16 entitled “Additional Services” of the Agreement, is hereby deleted in its entirety and replaced with the following, retroactive to the signature date of Addendum 16:

The term (or “Service Period”) for the services set forth in this Addendum shall be for a Service Period of thirty-six (36) months, as selected by the Ordering Party pursuant to this Addendum. The Ordering Party, may exercise up to seven (7) twelve (12) month extension options by providing Verizon with written notification of its desire to do so at least thirty (30) days prior to the expiration of the then current expiration date. In the absence of any such written renewal, service will not revert to Tariff rates, the end of the Service Period will automatically renew on a month to month basis at the Ordering Party’s Network Virginia contracted rates until the service is terminated by either party with ninety (90) days written notice. The Service Period shall be scheduled to commence on the “In-Service” (or “Service Activation”) date which shall be identified on the first invoice to the Ordering Party, subject to Verizon’s receipt of any necessary regulatory and other governmental approvals or completion of any work or installation of facilities needed to provide the Services. As may be permitted by applicable law, the Service Period set forth herein may extend beyond the expiration date of the Agreement, and shall be governed by the terms of the Agreement until the end of the Service Period or the date of termination or disconnect for the all Services.

**ORDER OF PRECEDENCE**

In the event of a conflict between the terms of this Addendum with regards to services provided by Verizon Business and the Agreement or any previous Addenda, the terms of this Addendum shall take precedence over the Agreement or any previous Addenda.

**PARTIES TO THIS ADDENDUM:**

This Addendum No. 24 shall become effective upon signature by Verizon and Virginia Tech. Authorized representatives of both parties shall acknowledge this Amendment by signing above in the space provided. It may be terminated by either party as provided in the Agreement, provided that the terms hereof shall continue after termination for any service in effect on the date of termination. All other terms and conditions of the Agreement shall remain unchanged and in full force.