

CONTRACT MODIFICATION AGREEMENT

Date: April 27, 2018

Contract No.: TS-006-13

Modification No.: 2

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Citizens Telephone Cooperative

Commodity: Dark Fiber Access

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

A. Modify Contract in accordance with the agreement document from Citizens dated April 13, 2018

B. Changes to include:

1. Dedicated 100Mbps from Virginia Tech to VCU
2. The term of the service will be for One Year to begin June 1, 2018
3. Citizens to invoice MARIA on behalf of Virginia Tech \$750.00 per month

Except as provided herein, all terms and conditions of Contract Number TS-006-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By: _____

(Signature)

Dennis Reece, Chief Operating Officer

Name and Title

Virginia Tech

By: _____

Mary W. Helmick

Director of Procurement



Date: April 13, 2018

MARIA Service Agreement Virginia Tech ("VT")

Scope of work:

Citizens and MBC will provide 100 Mbps symmetrical bandwidth on a 1Gbps circuit from VT (1700 Pratt Drive Blacksburg, VA) to VCU (900 East Main St, Richmond, VA)

Description:

- Dedicated 100 Mbps from VT to VCU
- The term of the service will be for 1 year
- Citizens to invoice MARIA (on behalf of VT) \$750 per month
- Cross connects are the responsibility of the ordering party (VT or MARIA) as well as co-location space and power governed under a separate agreement.
- Citizens and MBC commit to have the 100 Mbps services for VT in place and provisioned no later than June 1, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year indicated below.

VIRGINIA TECH

CITIZENS TELEPHONE COOPERATIVE, INC

By: *Mary W Helmsick*
 Name: Mary W Helmsick
 Title: Director, Procurement

By: *Dennis Reece*
 Name: Dennis Reece
 Title: Chief Operating Officer

CONTRACT MODIFICATION AGREEMENT

Date: April 6, 2018

Contract No.: TS-006-13

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Citizens Telephone Cooperative

Commodity: Dark Fiber Access

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.


Description of Modification:

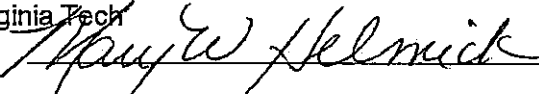
A. Modify Contract in accordance with the letter from Citizens dated February 3, 2015

B. Changes to include:

1. Citizens and Mid-Atlantic Broadband Communities Corporation to provide 100G circuits from Virginia Tech to Equinix-Ashburn, VA
2. The term of the service is changed to a period of ten (10) years from September 1, 2015 to August 31, 2025
3. Citizens to invoice MARIA on behalf of Virginia Tech \$444,285.00 for the first year, then invoice Virginia Tech \$95,612.50 for each of years 2 & 3. Years 4-10 will not incur any charges to Virginia Tech

Except as provided herein, all terms and conditions of Contract Number TS-006-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor
By: 
(Signature)
Dennis Reece, Chief Operating Officer
Name and Title

Virginia Tech
By: 
Mary W. Helmick
Director of Procurement



May 1, 2017

Dennis Reece
Citizens Telephone Cooperative
PO Box 137
Floyd, VA 24091

Dear Mr. Reece:

Subject: Virginia Tech Contract # TS-006-13
Commodity/Service: Dark Fiber Access

Thank you for responding to my letter of March 1, 2017 and agreeing to renew the contract. The contract will now expire July 31, 2018.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Roger Gupta, CPPB, CUPO, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

RG/ss

c: F.M. Pro
William Dougherty

VENDOR INFORMATION FORM

3/25/2016

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

Same as Above

Citizens

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

PO Box 137

P O BOX ADDRESS 1

220 Webbs Mill Rd, N

STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

Dennis Reece

CONTACT PERSON

dennisreece@citizens.coop

EMAIL



FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PAYMENT ADDRESS:

PO Box 137

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

540-745-2111

PHONE NUMBER

TOLL FREE NUMBER

540-745-3791

FAX NUMBER



March 1, 2017

Dennis Reece
Citizens Telephone Cooperative
PO Box 137
Floyd, VA 24091

Dear Mr. Reece:

Subject: Virginia Tech Contract # TS-006-13
Commodity/Service: Dark Fiber Access

This is to inform you that the subject contract expires 7/31/17. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received in Procurement by April 1, 2017.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: http://www.procurement.vt.edu/Vendor/WellsOne.html or contact me directly for more information.

Sincerely,

[Handwritten signature of Roger Gupta]

Roger Gupta, CPPB, CUPO, VCO
Buyer Senior/Contracts Officer
Telephone (540)231-4177

Citizens Telephone Cooperative agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: [Signature] Date: 3/24/2017
Name: Dennis Reece Title: COO & AGM
(please print)

We currently participate in the Wells One Program. [X] We would like to participate in the Wells One Program

Citizens Telephone Cooperative does not agree to renew the contract for an additional year.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

RG/ss (please print)
Approved: [Signature] Date: 3/1/17
Mary W. Helmick
Director of Procurement

VENDOR INFORMATION FORM

3/25/2016

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

Same as Above

Citizens

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

PO Box 137

P O BOX ADDRESS 1

220 Webbs Mill Rd, N

STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

Dennis Reece

CONTACT PERSON

dennisreece@citizens.coop

EMAIL

[REDACTED]

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PAYMENT ADDRESS:

PO Box 137

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

540-745-2111

PHONE NUMBER

TOLL FREE NUMBER

540-745-3791

FAX NUMBER

March 25, 2016

Citizens Telephone Cooperative
Attn: Dennis Reece
PO Box 137
Floyd, VA 24091

Dear Dennis Reece:

Subject: Virginia Tech Contract #TS-006-13
Commodity/Service: Dark Fiber Access

Thank you for responding to my letter of March 11, 2016 and agreeing to renew the contract. The contract will now expire July 31, 2017.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Roger Gupta, CPPB, CUPO, VCO
Senior Buyer/Contracts Officer
Telephone: (540) 231-4177

RG/kjb

c: F.M. Pro
William Dougherty

VENDOR INFORMATION FORM

3/25/2016

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Same as Above

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

PAYMENT ADDRESS:

PO Box 137

P O BOX ADDRESS 1

PO Box 137

PAYMENT P O BOX ADDRESS 1

STREET ADDRESS 2

PAYMENT STREET ADDRESS 2

Floyd

CITY

Floyd

CITY

VA

STATE

24091

ZIP CODE

VA

STATE

24091

ZIP CODE

Dennis Reece

CONTACT PERSON

540-745-2111

PHONE NUMBER

dennisreece@citizens.coop

EMAIL

TOLL FREE NUMBER

540-745-3791

FAX NUMBER

March 11, 2016

Citizens Telephone Cooperative
Attn: Dennis Reece
PO Box 137
Floyd, VA 24091

Dear Dennis Reece:

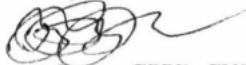
Subject: Virginia Tech Contract # TS-006-13
Commodity/Service: Dark Fiber Access

This is to inform you that the subject contract expires July 31, 2016. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received by Procurement by March 25, 2016.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

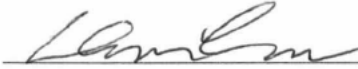
Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,



Roger Gupta, CPPB, CUPO, VCO
Buyer Senior/Contracts Officer
Telephone: (540)-231-4177

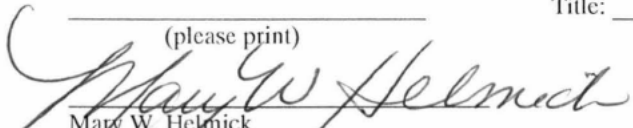
Citizens Telephone Cooperative **agrees** to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature:  Date: 3/21/16
Name: Dennis Reece Title: COO & AGM
(please print)

We currently participate in the Wells One Program. We would like to participate in the Wells One Program

Citizens Telephone Cooperative **does not agree** to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

Approved: 
Mary W. Helmick
Director of Procurement

Date: 3/25/16

Invent the Future

VENDOR INFORMATION FORM

3/11/2016

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Same as Above

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

PO Box 137

P O BOX ADDRESS 1

STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

Dennis Reece

CONTACT PERSON

dennisreece@citizens.coop

EMAIL

PAYMENT ADDRESS:

PO Box 137

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

540-745-2111

PHONE NUMBER

TOLL FREE NUMBER

540-745-3791

FAX NUMBER

March 24, 2015

Citizens Telephone Cooperative
Attn: Dennis Reece
PO Box 137
Floyd, VA 24091

Dear Mr. Reece:

Subject: Virginia Tech Contract #TS-006-13
Commodity/Service: Dark Fiber Access

Thank you for responding to my letter of March 17, 2015 and agreeing to renew the contract for an additional year. The contract will now expire July 31, 2016.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-231-4177

RG/jv

c: F.M. Pro
William Dougherty

Invent the Future

VENDOR INFORMATION FORM

3/23/2015

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

Same as Above

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

PO Box 137

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ZIP CODE

Dennis Reece

CONTACT PERSON

dennisreece@citizens.coop

EMAIL

PAYMENT ADDRESS:

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PAYMENT STREET ADDRESS 2

Floyd

CITY

VA

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24091

ZIP CODE

540-745-2111

PHONE NUMBER

TOLL FREE NUMBER

540-745-3791

FAX NUMBER

March 17, 2015

Citizens Telephone Cooperative
Attn: Dennis Reece
PO Box 137
Floyd, VA 24091

Dear Mr. Reece:

Subject: Virginia Tech Contract # TS-006-13
Commodity/Service: Dark Fiber Access

This is to inform you that the subject contract expires July 31, 2015. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by April 7, 2015.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,



Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

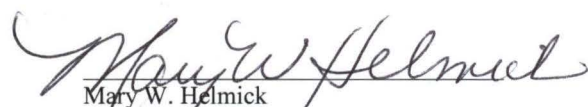
Citizens Telephone Cooperative **agrees** to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:  Date: 3/20/15
Name: Dennis Reece Title: COO & AGM
(please print)

Citizens Telephone Cooperative **does not agree** to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

RG/jv
c: FMP

Approved: 
Mary W. Helmick
Director of Procurement

Date: 3/23/15

Invent the Future

VENDOR INFORMATION FORM

2/24/2015

TS 006 13

----- for office use -----

Roger Gupta

Citizens Telephone Cooperative

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

Same as Above

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

Citizens

BILLING NAME

(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

PO Box 137

P O BOX ADDRESS 1

STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

Dennis Reece

CONTACT PERSON

dennisreece@citizens.coop

EMAIL

PAYMENT ADDRESS:

PO Box 137

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Floyd

CITY

VA

STATE

24091

ZIP CODE

540-745-2111

PHONE NUMBER

TOLL FREE NUMBER

540-745-3791

FAX NUMBER



Commercial Services Agreement

Customer Account Number:	System Address
Federal Tax ID Number:	
Contract Number:	Contract Date:

Customer Information	Authorized Customer Representative Information
Legal Company Name: Virginia Polytechnic Institute and State University	Name: Jeff Crowder
Service Street Address:	Business Phone Number: 540-231-3900
City/State/Zip:	Business Fax Number:
Requested Service Date:	Additional Contact Number (optional):
Billing Street Address: Accounts Payable	E-mail Address (optional):
Street Address: 201 Southgate Center	
City/State/Zip: Blacksburg, VA 24061	

Citizens shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

(Customer Initials)

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring / Access Charge	Non Recurring/One-time Activation and Set-up Fees
See Attached Statement of Work				
Total				

Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment

Telephone/Voice/Access

(Customer Initials)

Business Telephone Numbers:	
1.	
2.	
Dedicated Services - Point to Point	
Address of Origination Point A	Address of Termination Point B
See Attached Statement of Work	

Internet Services

(Customer Initials)

POP Mail Boxes	Domain Name Registration
1.	1.
2.	2.

Video

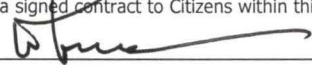
(Customer Initials)

Set Top Box	Converter:
	Remote:

Special Conditions

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The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Services are provided by Citizens Telephone Cooperative, Inc and its subsidiaries (<http://citizens.coop/terms/subsidiaries.shtml>) collectively referred herein as 'Citizens'. Customer understands that regulated services selected above are provided by Citizens and that such services are generally subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Virginia State Corporation Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services, such services shall be provided pursuant to the Citizens, Customer Service Agreement, which may be found at our web site at www.citizens.coop/terms. All Services are subject to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting and/or Web Conferencing, Citizens E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at www.citizens.coop/terms and Customer acknowledges receipt of these by signing below. This Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. Until this CSA is executed by Citizens, the CSA serves as a proposal, which may be withdrawn or changed at anytime by Citizens. Citizens will honor the prices in this proposal provided Customer delivers a signed contract to Citizens within thirty days from the contract date above.

Customer - Authorized Signature: 
 By: W.T. KALOPEK
 Title: DIRECTOR OF MATERIALS MGMT
 Date: 7/24/2012

Citizens Telephone Cooperative, Inc.
 By: Dennis Reece
 Title: COO & AGM
 Date: 7/5/2012

A. Terms and Conditions for Regulated Services.

1. **Tariffs** The terms and conditions of regulated service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated service, and Citizens may amend such tariffs and regulated service shall be subject to such tariffs, as amended. Customer must disclose to Citizens if Customer intends to use the Services in connection with payphone service.
2. **Telephone Numbers** The Customer has no property right in the telephone number associated with the telephone service provided by Citizens; provided, however, if Customer ports a telephone number from another carrier to Citizens, Citizens will use such number with Customer's telephone Service. Any telephone number designated by Citizens in advance of the activation of Citizens telephone service is subject to change by Citizens. Additional terms and conditions regarding telephone numbers are contained in Citizens tariff(s) on file with regulatory authorities.
3. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Citizens, such Services shall be provided pursuant to the terms and conditions contained in Citizens Customer Service Agreement which may be found at our web site: www.citizens.coop/terms.
4. **PBX Usage and Modem Equipment**. If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. If the modem installed by Citizens is disconnected or the battery is not charged, or if a Customer moves the modem to another address, telephone services including 911 emergency services will not be available.

B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and unregulated Services.

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Citizens may change video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits.
2. **Service and Installation** Citizens shall provide Customer with the Services and Equipment identified on the first page of this Agreement; provided, however, if Citizens determines that Customer's location is not serviceable under Citizens' normal installation guidelines, Citizens may terminate this Agreement. Customer is responsible for damage to any Citizens equipment while in Customer's care, custody and control. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Citizens network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment, which are not expressly authorized in writing by Citizens or permit tampering, altering or repair of the equipment by any person other than Citizens' authorized personnel. Unless provided otherwise herein, Citizens shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Citizens shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Citizens Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Citizens network management needs may require Citizens to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Citizens AUP and the AUP is available online www.citizens.coop/terms. The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Citizens is not responsible for the networks or facilities of third parties, which may be necessary to provide Service. For video and music Services, Citizens reserves the right to change channel line-up at any time.
3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Citizens shall use reasonable efforts to make the Services available by the requested service date. Citizens shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.
4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Citizens within the Customer's premises, including space for cables, conduits, and equipment as necessary for Citizens-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Citizens. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Citizens' equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Citizens, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Citizens network.
5. **Equipment** Unless otherwise provided herein, Customer agrees that Citizens shall retain all rights, title and interest to facilities and equipment installed by Citizens thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Citizens shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Citizens or install any other equipment, including servers in connection with data/Internet without the prior written consent of Citizens. For Citizens-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Citizens in good condition, Customer shall be responsible for the value of such equipment. Citizens shall repair any equipment owned by Citizens at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.
6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.
7. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Citizens, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.
8. **IP Address and Domain Name Registration** Citizens will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Citizens must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Citizens will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time. Customer is responsible for payment and maintenance of domain name registration.
9. **Termination** Customer may terminate video, data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Citizens), or Citizens terminates Services for Customer's breach of this Agreement or the AUPs, Customer may be subject to a termination liability. The termination liability shall equal 50% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment and is due upon termination. Any termination by Customer prior to the end of the term must be in writing.

10. **LIMITATION OF LIABILITY.** CITIZENS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL CITIZENS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. CITIZENS SHALL NOT BE

LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF CITIZENS. UNDER NO CIRCUMSTANCES WILL CITIZENS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. CITIZENS' MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

11. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Citizens, which consent may be withheld in Citizens' discretion. Citizens may assign this Agreement and Service may be provided by one or more legally authorized Citizens affiliates.

12. **WARRANTIES EXCEPT AS PROVIDED HEREIN**, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND CITIZENS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. CITIZENS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. **INDEMNITY** Intentionally left blank in this particular agreement

14. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Citizens may disclose Customer information to law enforcement or to any Citizens affiliate.

15. **Miscellaneous** This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Citizens and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Citizens may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the Commonwealth of Virginia. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

16. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

17. **Software License**. Citizens grants Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use as provided herein (i) Citizens access software, as well as software from our licensors that Citizens incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Licensed Software, including associated intellectual property rights, are and will remain with Citizens and Citizens' licensors. Customer may not decompile, reverse engineer, distribute, translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

18. **Web Hosting Servers**. Citizens reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Citizens may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Citizens to relocate its web site. If the Customer refuses to comply with this Section, then Citizens has the right to terminate the Services. Citizens will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Citizens shall not be liable to customer for such outages or server downtime.

19. **Digital Millennium Copyright Act**. Citizens is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Citizens is violating your rights under U.S. copyright law, you may file a complaint with Citizens' designated agent. Please contact DMCA@Citizens.coop for information necessary to file your complaint with Citizens.

20. **E-Rate Customers**. This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Citizens as its provider of Services. Customer shall also provide Citizens with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Citizens may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Citizens may terminate the Agreement without further liability to Citizens or the Customer. Additionally, if full E-Rate funding is not received and Citizens elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.



Citizens

Bringing it all together

Date: July 5, 2012

**Statement of Work for
Virginia Polytechnic Institute and State University
("Virginia Tech" or "VT")
(Supplements Commercial Services Agreement)**

Terminology:

Contractor refers to the provider, Citizens Telephone Cooperative, Inc. (a.k.a. Citizens), and/or a contractor hired by the provider

Pricing:

10GE (Gbps Ethernet) circuits from VT campus to MBC POP's

- See table on page 2; NRC (non-recurring charge) will be waived on 1st circuit since it is already in place
- 3 year term contract with seven optional 1 year renewals by customer; thereafter this Agreement will automatically renew on a month-to-month basis for a maximum of twelve additional months to enable the parties to negotiate and execute a new agreement or terminate this Agreement.
 - Each additional circuit will be added as an addendum to this contract.
 - Each circuit shall have its own 3-year term service commitment and Virginia Tech will not incur termination fees if a service is terminated after the 3-year period has lapsed. No termination fee shall apply to the 1st circuit.
- Cross Connects: NRC and MRC (monthly recurring charge) will be passed along to VT (Virginia Tech) at no markup
- The 1st and 2nd circuits will be diversely routed:
 - One from Blacksburg to McLean and one from Blacksburg to Ashburn
 - Diverse routes for both circuits will not be ready until the end of 2012
- The act of upgrading or renewing agreement or a circuit will not result in any termination fees

Description:

The service will connect to an Infinera Optical Private Network (OPN) system with an Infinera DTNs to be located on Virginia Tech's campus and owned by Virginia Tech. The Virginia Tech DTNs will be managed by Contractor as part of Contractor's optical network. Contractor will provide Virginia Tech manageability via Infinera Admin Domain. Training on operation and use of the Infinera DTN and OPN will be provided to Virginia Tech. The service includes one 10GE LANPHY connection from Virginia Tech's campus in Blacksburg to 1755 Old Meadow Road in McLean and to Equinix in Ashburn Virginia. At least one path will be routed through Richmond, Virginia with the possibility of an add-drop node there in the future.

Virginia Tech will provide fiber from the meet point in Blacksburg onto campus and a cross connect at Equinix in Ashburn and in McLean. The parties will work together to establish a fiber bundle at Equinix if possible or otherwise minimize costs for interconnection. At McLean, the connection will use fiber allocated to Virginia Tech within the fiber bundle connecting MBC equipment to Virginia Tech equipment inside the colo.

Service will be delivered to a mutually agreeable meet point located in Blacksburg Virginia via a Citizens fiber path to be mutually agreed. Virginia Tech will provide fiber from the meet point to the installation location for equipment to be located on campus.



Citizens

Bringing it all together

Date: July 5, 2012

Virginia Tech will provide space and environment (power, HVAC, etc) required for installation of each Infinera DTN.

Physical maintenance of all equipment, including the Infinera DTNs, and fiber owned by Virginia Tech will be the responsibility of Virginia Tech. Contractor will include an Infinera maintenance agreement at the request of Virginia Tech at incremental cost reflecting the passthrough cost of the maintenance agreement charged by Infinera to Contractor. Any access and management of the equipment to be performed by Contractor will comply with Virginia Tech network operation and security policy and procedure.

Virginia Tech will have the option of adding dark fiber to connect the campus in Blacksburg to MBC fiber to augment or replace this service. Number of fiber strands and routes are to be mutually agreed and will be subject to the "Fiber Optic Cable Agreement" between Virginia Tech and Citizens Telephone Cooperative, Inc. dated February 1, 2008.

Virginia Tech may request additional capacity beyond the initial 10Gbps for the term of this agreement. The following pricing for incremental capacity would be for 10Gbps circuits emanating from VT-Blacksburg and terminating at McLean, VA; Ashburn, VA; Richmond, VA; Raleigh, NC; Charlotte, NC; or Atlanta, GA:

VT to MBC POP's	NRC	3 year MRC
1st 10GE	\$1,250	\$8,500
2nd 10GE	\$1,250	\$7,650
3rd 10GE	\$1,250	\$6,885
4th 10GE	\$1,250	\$6,197

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year indicated below.

VIRGINIA TECH

By:

Name: W.T. KALOUSEK
Title: DIRECTOR OF MATERIALS

Mgmt.

CITIZENS TELEPHONE COOPERATIVE, INC

By:

Name: Dennis Reece
Title: 07/12/2012

Citizens has a sole-source agreement.

Please attach VT Contract, Citizens Statement of Work, sole-source form and legal contract review memo to HokieMart requisition. Vendor should be Best Vendor.

10GE (Gbps Ethernet) circuits from VT campus to MBC POP?s

Initial term of the agreement is 8/1/12-7/31/15.

1st 10GE circuit = \$8,500/month plus \$1,250 NRC = \$307,250

2nd 10GE circuit = \$7,650/month. No NRC = \$275,400

Total estimated dollar amount for the initial term of the contract = \$582,650.

3 year term contract with seven optional 1 year renewals by customer; thereafter this Agreement will automatically renew on a month-to-month basis for a maximum of twelve additional months to enable the parties to negotiate and execute a new agreement or terminate this Agreement.

--Each additional circuit will be added as an addendum to this contract.

--Each circuit shall have its own 3-year term service commitment and Virginia Tech will not incur termination fees if a service is terminated after the 3-year period has lapsed. No termination fee shall apply to the 1st circuit. .

Cross Connects: NRC and MRC (monthly recurring charge) will be passed along to VT (Virginia Tech) at no markup

The 1st and 2nd circuits will be diversely routed:

--One from Blacksburg to McLean and one from Blacksburg to Ashburn