

**FIRST AMENDMENT TO THE
VERIZON BUSINESS SERVICE AGREEMENT**

This First Amendment to the Verizon Business Service Agreement ("First Amendment") is entered into as of the dates set forth below, by and between Randolph Township Board of Education ("Customer") and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon"). Provided that this First Amendment is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the second (2nd) billing cycle following Customer's signature and delivery of this First Amendment to Verizon, except where expressly stated otherwise for a particular service ("First Amendment Effective Date").

WITNESSETH:

WHEREAS, Customer and Verizon entered into a Verizon Business Service Agreement Contract ID 600190-00 ("Original Agreement") with respect to certain services to be provided to Customer by Verizon, as more particularly described therein. Original Agreement and this First Amendment shall collectively be referred to as the "Agreement";

WHEREAS, Customer and Verizon wish to amend the Agreement to as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Article 5, Minimum Annual Volume Commitment. The Minimum Annual Volume Commitment is changed to \$43,000.00 ("AVC).
2. Article 6, Underutilization and Early Termination Charges. The "Underutilization Charge" and "Early Termination Charge" is changed to 75%.
3. Service Attachment Network Access Service. The following special pricing is added to the Network Access Service Attachment.

Special Pricing – Converged Ethernet Access Service. In lieu of all other rates, discounts and promotions, Customer will pay the following local loop MRC for Converged Ethernet Access Service, which is fixed for the Term, based upon the facility type (i.e., Type 1, Type 2 or Type 3), interface, bandwidth, and CLLI Code. For all other circuits, Customer will pay the rates listed in the Guide.

Facility Type	Interface	Bandwidth	CLLI Code	Local Loop MRC	Circuit Term
Type 2 CEA	100M	50M	DOVRNJDO	\$1,750.00	36 months

4. Service Attachment Internet Dedicated Service. The following special pricing is added to the Internet Dedicated Service Attachment.

Special Pricing – Internet Dedicated Service. In lieu of all other rates, discounts and promotions, Customer will pay a fixed MRC of \$2,827.20 for Internet Dedicated Ethernet Tiered – 50M Service for a Term of 36 months.

For informational purposes, Customer's total MRC for access and port will be \$4,577.20.

5. Acceptance Deadline. Pricing and/or promotional benefits in this First Amendment may not be available if it is signed and delivered to Verizon after January 8, 2011. Any and all prior offers made to Customer, whether oral or written, shall be superseded by this offer.

IN WITNESS WHEREOF, Verizon and Customer have caused this First Amendment to be duly executed by their authorized representatives as of the dates set forth below, effective as of the First Amendment Effective Date.

Randolph Township Board of Education

By: _____

Name: _____

Title: _____

Date: _____

1st Amendment/M T Phillips – 11-9-10
2010-543165

**Verizon Business Network Services Inc. on behalf
of MCI Communications Services, Inc. d/b/a
Verizon Business Services**

By: _____

Suleiman Hessami

Vice President

Date: _____