

CONTRACT MODIFICATION NO.04
BETWEEN THE COMMONWEALTH OF VIRGINIA,
UNIVERSITY of MARY WASHINGTON and COX VIRGINIA TELCOM, LLC
April 25, 2017

In accordance with the terms and conditions of the original Contract, UCPUMW 15-363 "Changes to the Contract" under the University's Mandatory General Terms and Conditions, the following changes have been mutually agreed upon, and will take effect after full execution of this document by both parties.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows:

The University has elected to increase the Internet bandwidth at the Stafford Campus, located at 121 University Blvd. Fredericksburg VA 22406, from the previous 30 Mbps circuit to a 60 Mbps circuit at a cost of \$790.00 per month.

Following this modification, the below are the current services used on this contract:

Fredericksburg Campus – 400 Mbps circuit - \$2,180.00/mo.

Stafford Campus – 60 Mbps circuit - \$790.00/mo.

Address	Service	Internet Cost	TV Cost	Total Mo. Cost
908 Charles St. (JMM)	Internet 30M/10M	\$74.99		\$74.99
915 Monroe St. (Cornell House)	Internet 30M/10M Cox Business TV Starter Package	\$74.99	\$18.00	\$92.99
1104 College Ave.	Internet 30M/10M Cox Business TV Starter and Essential Package, HD Box, Advanced TV	\$74.99	\$58.00	\$132.99
224 Washington St. (Belmont)	Internet 30M/10M	\$74.99		\$74.99
1201 William St. (Debate)	Cox Business TV Starter and Essential Package		\$63.28	\$63.28

All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR
Cox Virginia Telcom, LLC

AGENCY
University of Mary Washington

Signature: RW Deckard

Signature: Melva A. H. Kishpaugh

Name (Printed): Robert W Deckard

Name (Printed): Melva A. H. Kishpaugh

Title: Sales Director

Title: Interim Director, Procurement Services

Email: robert.deckard@cox.com

Date: April 26, 2017

Phone: 703-480-5120

Date: 04/26/2017



**Amendment To
Commercial Services Agreement**
04/22/2017

Customer Account Rep: Brandon Thalman	Cox System Address:
Phone Number: (540) 374-8536	3080 Centreville Road, Herndon, VA, 20171
Fax Number: 1-877-873-8118	

Customer Information		Authorized Customer Representative Information	
Legal Name:	University of Mary Washington	Name:	Deborah Hovey
		Phone Number:	5406541217
Legal Address:	121 University Blvd. Suite A, Fredericksburg, VA 22406	Fax Number:	
		E-mail:	dhovey@umw.edu

Additional Agreement Summary

Offerings	Term (Months)	Previous Quantity	New Quantity	Previous MRC	New MRC	Net MRC Change	New NRC
Customer Location: University of Mary Washington, 121 UNIVERSITY BLVD Suite A, FREDERICKSBURG, VA 22406						Phone: 540-654-1217	
						COX Account ID: 477-520857-01	
Cox Optical Internet	60	0	1	\$0.00	\$790.00	\$790.00	\$250.00
Cox Optical Internet 60 Mbps	60	0	1	\$0.00	\$790.00	\$790.00	\$0.00
IP Address Block - /28 (16 IPs)	60	0	1	\$0.00	\$0.00	\$0.00	\$0.00
Account Changes	N/A	0	1	\$0.00	\$0.00	\$0.00	\$250.00
Total for University of Mary Washington:				\$0.00	\$790.00	\$790.00	\$250.00
Additional Agreement Totals before Discount:				\$0.00	\$790.00	\$790.00	\$250.00
Additional Agreement Totals:				\$0.00	\$790.00	\$790.00	\$250.00

Note: Prices do not include taxes, fees, and surcharges which are additional and subject to change

Do the Customer Locations where Cox will provide Service exceed 7,000 square feet?

☐

Yes

☒

No

If the Customer Location where Cox will provide Service is located in Virginia, Cox may not be able to install Customer's Service until Customer provides Cox with information about the square footage of such location. If such location exceeds 7,000 square feet, for certain Services, Customer must provide Cox with detailed information regarding such location.

Special Conditions

Promotion Details

"Master"
The Commonwealth of Virginia Contractor Form Addendum to
Contractor's Form for this contract, dated 8/18/15, is incorporated into this agreement

By signing this Amendment, you represent that you are the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and in the CSA, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Amendment. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Amendment is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Amendment to Cox unchanged within thirty (30) days from the date above. By signing this Amendment, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in the Agreement, Cox may terminate this Amendment without liability at any time prior to Cox's implementation of the changes to the Agreement that are set forth in this Amendment or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of this Amendment by Cox shall occur upon the earlier of (i) Cox's countersignature of this Amendment or (ii) Cox's implementation of the changes to the Agreement that are set forth in this Amendment. If Customer cancels this Amendment prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Authorized Customer Representative on behalf of University of
Mary Washington

Signature:

Melva A. H. Kishpaugh

By: Melva A. H. Kishpaugh

Title: Interim Director, Procurement Services

Date: April 26, 2017

CoxCom, LLC dba Cox Business; Cox Virginia Telcom, LLC dba Cox
Business

Signature:

RW Deckard

By:

Robert W Deckard

Title:

Sales Director

Date:

04/26/2017