

MODIFICATION NO. 005-A
TO
CONTRACT NO. VA-151028-MCI

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
VERIZON BUSINESS NETWORK SERVICES INC.

This Modification No. 005-A, effective as of the date of execution by VITA ("Modification Effective Date"), is between VIRGINIA INFORMATION TECHNOLOGIES AGENCY ("VITA"), on behalf of the Commonwealth of Virginia, and VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc. (individually and collectively, "Verizon") (the "Supplier" or "Contractor") (the "*Supplier*").

WHEREAS, in Modification 5 of Contract Number VA-151028-MCI (the "**Agreement**"), Attachment 1, Exhibit 2.4.1, the parties identified Implementation Milestones, and,

WHEREAS, in Attachment 1, Exhibit 4.1 of the Agreement, the parties identified Milestone Charges for Critical Milestones, cross-referencing Implementation Milestones found in Exhibit 2.4.1, and,

WHEREAS, certain Implementation Milestones references in Attachment 1, Exhibit 4.1 are not in alignment, and

WHEREAS, the parties desire to clarify language in Attachment 1, Ex. 4.0 of the Agreement pertaining to the payment date for Milestones accepted after the Commencement Date, and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, VITA and Supplier agree to modify Attachment 1 to Modification No. 5 to Contract Number VA-151028-MCI as follows:

1. Pricing and Volumes Matrix. Exhibit 4.1 is replaced with the attached Exhibit 4.1_20200401 (Pricing and Volumes Matrix). Exhibit 4.1 is effective and applicable to Charges incurred prior to the Modification's Effective Date. Exhibit 4.1_20200401 is effective and applicable only to Charges incurred after the Modification's Effective Date. The only changes in Revised Exhibit 4.1 are listed below:

a) Monthly Unit Rates:

- Add after the first sentence of Note 4 of Section 2.3.8 (Access – Ethernet Option) the following sentence: "VITA will receive Guide local loop MRC for Type 1 and 3 Ethernet Access corresponding with that shown for a three-year Commitment Period."
- Add a new Section 2.5.16 "Telecom Service Priority (TSP)" with additional pricing line items.

b) Non Recurring Rates:

- Add a new Section 2.5.16 "Telecom Service Priority (TSP)" with additional pricing line items.

- c) Private IP (PIP) Port - The OC-48 Private IP (PIP) Port will be added to:
 - Exhibit 4.1, Tab 2 – Estimated Annual Charges
 - Exhibit 4.1, Tab 3 – Monthly Unit Rates, Section 2.3.2
 - Exhibit 4.1, Tab 4 – Estimated Monthly Volumes
- d) Conferencing and Voice over IP - The prices for Conferencing and Voice over IP (VoIP) services will be reduced and the corresponding information for Conferencing and VoIP will be revised where indicated below:
 - Exhibit 4.1, Tab 2, Sections 2.5.6 and 2.5.7
 - Exhibit 4.1, Tab 2, Sections 2.5.8. – 2.5.10
 - Exhibit 4.1, Tab 3, Sections 2.5.6 and 2.5.7
 - Exhibit 4.1, Tab 3a, Section 2.5.8
 - Exhibit 4.1, Tab 3, Sections 2.5.9 – 2.5.10
 - Exhibit 4.1, Tab 4, Sections 2.5.6 - 2.5.7
 - Exhibit 4.1, Tab 13, Sections 2.8.4-2.8.6
- e) Rate Card:
 - Add IT Development resources to the Rate Card

2. Payment of Milestone Charges. Section 3.1.1 of Exhibit 4.0 (Pricing and Financial Provisions) is hereby replaced in its entirety with the following:

“Over the initial Term: Starting upon the Modification Effective Date, the total Charges for Milestones 2, 8, 14, 18 and 19 shall be paid in equal monthly installments over the remainder of the Initial Term (the “Accepted Milestones”). Charges for Milestones 15 and 21 shall be paid in equal monthly installments over the remainder of the Initial Term upon VITA’s Acceptance of each milestone. Charges for all other Milestones shall be paid, starting upon the Acceptance of the final Milestone, in equal monthly installments over the remainder of the Initial Term. For the Accepted Milestones, the equal monthly installments shall be calculated by dividing the total amount due for the Milestone by the number of months remaining in the Initial Term as of the Modification Effective Date. For the other Milestones, the equal monthly installments shall be calculated by dividing the total amount due for the Milestone by the number of months remaining in the Initial Term from the Acceptance date.”

3. Resource Unit Definitions. Exhibit 4.2 is deleted in its entirety and replaced with the attached Revised Exhibit 4.2 (Resource Unit Definitions). The only changes in Revised Exhibit 4.2 are listed below:
 - Resource Unit Definition for “Telecom Service Priority (TSP)” added as Section 2.3.13.
 - Revised Section 2.5.6 (Audio Conferencing Subscription Services)
 - Deleted Section 2.5.7 (Net Conferencing Integrated Audio CCA)
 - Revised 2.8.4 (Audio Conference Option Usage)
 - Revised 2.8.6 (Net Conferencing Integrated Audio CCA)

- Deleted Section 2.8.7 (Cloud Connected Audio Access Minutes)
- Any reference to "Section 15.11 (Reporting and Fees from Supplier)" in the Agreement shall be deleted and replaced with "Section 14.7 (Reporting and Fees from Supplier)."
 - Implementation Milestones. The due dates for the following Milestones will be amended as set forth below throughout the Agreement.

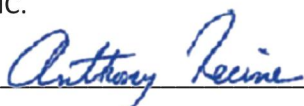
Milestone #	Milestone Description	Original Dates	Amended Dates
25	25% of MTO Complete	CD+5	CD + 8
26	50% of MTO Complete	CD+9	CD + 9
27	75% of MTO Complete	CD+11	CD+17
28	CPE Refresh Plan	CD+13	June 30, 2020
29	100% of MTO Complete	CD+13	June 30, 2020

VITA hereby acknowledges and agrees that Verizon is excused and released from performing to the Original Dates referenced above. Verizon will not be held in breach for not meeting the Original Dates referenced above and VITA waives its right to withhold the associated Milestone Charge payment for not meeting the Original Dates referenced above.

- Verizon has requested additional payment for the "swivel seat" work performed to move data from one system to another during transition and implementation that resulted from the eBonding delays. To the extent that there is any uncertainty about whether that work is included in the Agreement, Verizon hereby acknowledges and agrees that all services, including labor, systems, tools, support, and equipment, used by Verizon in connection with or related to the eBonding, integration, implementation and swivel seat, are included in the Services and covered by the Charges under the Agreement. Verizon hereby waives any and all claims or damages arising out of, connection with, or as a result of the "swivel seat" work performed to move data from one system to another during transition and implementation that resulted from the eBonding delays.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Agreement and cannot be modified, except by a writing signed by a duly authorized representative of each of Supplier and VITA.

VERIZON BUSINESS NETWORK
SERVICES INC.

By: 
Name: Anthony Recine
Title: SVP

VIRGINIA INFORMATION
TECHNOLOGIES AGENCY

By: _____
Name: _____
Title: _____

Date: 04/07/2020

Date: _____