

**MODIFICATION NO. 1
TO
CONTRACT NO. VA-190906-STVN
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SITEVISION INC.**

This Modification No. 1 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**State**" or "**Commonwealth**"), and SiteVision, Inc. ("**Supplier**"). This Modification is hereby incorporated into and made an integral part of Contract No. VA-190906-STVN ("**Contract**").

The purpose of this Modification is to document the mutual agreement between the Supplier and VITA to modify the Contract as follows:

The Granicus Software-as-a-Service ("**SaaS**") solution GovDelivery and all options listed in Exhibit K – GovDelivery Options, Pricing attached hereto have been incorporated into the Contract under the conditions that: 1) SiteVision shall not sell GovDelivery to Authorized Users as stand-alone software and, 2) SiteVision shall assure that any Commonwealth Executive Branch Agency Authorized User procuring GovDelivery, and/or any of its options, has acquired preapproval through VITA's Enterprise Cloud Oversight Service ("**ECOS**") assessment and oversight process for the use of the GovDelivery solution. The Authorized User will be responsible for all ECOS fees. GovDelivery may only be utilized by SiteVision as a part of delivering Citizen Facing Websites/Applications and Supporting Services solutions to Authorized users as described in **Section 1. Purpose and Scope of the Contract**.

The following exhibits attached hereto have been incorporated into the Contract No. VA-190906-STVN: Exhibit J – GovDelivery Cloud Services Additional Contract Terms and Conditions, and Exhibit K - GovDelivery Options, Pricing.

Section 31. General Provisions, Item V. Entire Contract on pages 43-44 of Contract No. VA-190906-STVN has been replaced with the following:

"V. Entire Contract

The following exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A – Requirements

Exhibit B – Options, Pricing

Exhibit C – Escrow Agreement

Exhibit D - Statement of Work (SOW) Template

Exhibit E – Change Order Template

Exhibit F – End User Licensing Agreement (for reference only)

Exhibit G – Certification Regarding Lobbying

Exhibit H – Supplier Procurement and Subcontracting Plan

Exhibit I – Service Level Agreements

Exhibit J - GovDelivery Cloud Services Additional Contract Terms and Conditions

Exhibit K - GovDelivery Options, Pricing

This Contract, its exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter of this Contract. Any and all terms and conditions contained in, incorporated into, or reference by the Supplier's proposal are deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual will not apply to this Contract or any order issued pursuant to the Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that an ordering agreement, or any order or SOW issued pursuant to this Contract, includes any terms and conditions inconsistent with the terms and conditions of this Contract, the terms and conditions of the order or SOW will be of no force and effect.”

Section 31. General Provisions, Item W. Order of Precedence on page 44 of Contract No. VA-190906-STVN has been replaced with the following:

“In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit J (for GovDelivery), Exhibit A, any individual SOW, Exhibit B, Exhibit K (for GovDelivery), Exhibit F (for Granicus GovAccess and/or GovDelivery) then any project specific order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a “conflict” exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.”

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SiteVision Inc.

BY: Patrick Maddox Digitally signed by Patrick Maddox
DN: cn=Patrick Maddox, o=SiteVision,
Inc., ou, email=pmaddox@sitevision.com,
c=US
Date: 2020.11.17 10:21:12 -05'00'

NAME: Patrick C. Maddox

TITLE: President

DATE: 11/17/2020

**VITA, on behalf of the
COMMONWEALTH OF VIRGINIA**

BY: Jeanne C. Mertens Digitally signed by Jeanne C. Mertens
Date: 2020.11.17 12:02:01 -05'00'

NAME: Jeanne C. Mertens

TITLE: Strategic Sourcing Specialist

DATE: 11/17/2020