

**MODIFICATION #5
TO
CONTRACT NUMBER VA-191201-CXCM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
COX VIRGINIA TELCOM, LLC.**

This MODIFICATION #5 (the “**Fifth Modification**”) is an Agreement between the Virginia Information Technologies Agency (“**VITA**”), pursuant to § 2.2-2012 of the *Code of Virginia* and on the behalf of the Commonwealth of Virginia (“**Commonwealth**” or “**State**”) and Cox Virginia Telcom, LLC doing business as Cox Business, Cox Communications Hampton Roads, LLC and CoxCom, LLC, hereinafter referred to as “**Contractor**” or “**Supplier**”. This Modification is hereby incorporated into and made an integral part of Contract VA-191201-CXCM (as amended, the “**Contract**”), between VITA and the Supplier.

- The Parties agree to the following changes to Exhibit A (Pricing)

ADD the following Non-Tiered Voice Service:

Description	Installation Charge	Monthly Recurring Charge
Virtual Number Service	\$0.00	\$20.00

- Virtual Number Service provides a “virtual” phone number that can be routed to any valid telephone number selected by the customer.
- Service includes the ability to route calls based on time of day and provides other features which may be standard to the Suppliers offering.

REPLACE the Pricing Tables for the following Services in Exhibit A (Pricing):

<i>Tiered Technology</i>	<i>Tier</i>	<i>Standard Installation Fee</i>	<i>Monthly Service Fee (No Term)</i>	<i>Minimum Upload Speed</i>
<i>Fiber To Premise</i>	1			
<i>Fiber To Premise</i>	2			
<i>Fiber To Premise</i>	3	125.00	490.00	10
<i>Fiber To Premise</i>	4	125.00	560.00	20
<i>Fiber To Premise</i>	5	125.00	860.00	40
<i>Fiber To Premise</i>	6	125.00	1000.00	100
<i>Fiber To Premise</i>	7	125.00	1300.00	200
<i>Fiber To Premise</i>	8	125.00	1650.00	400
<i>Fiber To Premise</i>	9	125.00	1900.00	600
<i>Fiber To Premise</i>	10	125.00	2050.00	800
<i>Fiber To Premise</i>	11	125.00	2200.00	1000
<i>Fiber To Premise</i>	12	125.00	2700.00	2000
<i>Fiber To Premise</i>	13	125.00	3400.00	4000
<i>Fiber To Premise</i>	14	125.00	4200.00	6000
<i>Fiber To Premise</i>	15	125.00	5100.00	8000
<i>Fiber To Premise</i>	16	125.00	6000.00	10000
<i>Fiber to Premise</i>	17	125.00	7600.00	20000
<i>Fiber to Premise</i>	18	125.00	9000.00	40000

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Tiered Technology	Tier	Standard Installation Fee	Monthly Service Fee (No Term)	Minimum Upload Speed
<i>Ethernet Private Line, Point to Point, Basic</i>	1			
<i>Ethernet Private Line, Point to Point, Basic</i>	2	125.00	320.00	<5
<i>Ethernet Private Line, Point to Point, Basic</i>	3	125.00	405.00	10
<i>Ethernet Private Line, Point to Point, Basic</i>	4	125.00	515.00	20
<i>Ethernet Private Line, Point to Point, Basic</i>	5	125.00	555.00	40
<i>Ethernet Private Line, Point to Point, Basic</i>	6	125.00	650.00	100
<i>Ethernet Private Line, Point to Point, Basic</i>	7	125.00	805.00	200
<i>Ethernet Private Line, Point to Point, Basic</i>	8	125.00	915.00	400
<i>Ethernet Private Line, Point to Point, Basic</i>	9	125.00	995.00	600
<i>Ethernet Private Line, Point to Point, Basic</i>	10	125.00	1080.00	800
<i>Ethernet Private Line, Point to Point, Basic</i>	11	125.00	1160.00	1000
<i>Ethernet Private Line, Point to Point, Basic</i>	12	125.00	1455.00	2000
<i>Ethernet Private Line, Point to Point, Basic</i>	13	125.00	1675.00	4000
<i>Ethernet Private Line, Point to Point, Basic</i>	14	125.00	1745.00	6000
<i>Ethernet Private Line, Point to Point, Basic</i>	15	125.00	1790.00	8000
<i>Ethernet Private Line, Point to Point, Basic</i>	16	125.00	1860.00	10000
<i>Ethernet Private Line, Point to Point, Basic</i>	17	125.00	2940.00	20000
<i>Ethernet Private Line, Point to Point, Basic</i>	18	125.00	3650.00	40000

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Tiered Technology	Tier	Standard Installation Fee	Monthly Service Fee (No Term)	Minimum Upload Speed
<i>Ethernet Private Line, Point to Point, Premium</i>	1			
<i>Ethernet Private Line, Point to Point, Premium</i>	2			
<i>Ethernet Private Line, Point to Point, Premium</i>	3	125.00	450.00	10
<i>Ethernet Private Line, Point to Point, Premium</i>	4	125.00	570.00	20
<i>Ethernet Private Line, Point to Point, Premium</i>	5	125.00	790.00	40
<i>Ethernet Private Line, Point to Point, Premium</i>	6	125.00	925.00	100
<i>Ethernet Private Line, Point to Point, Premium</i>	7	125.00	1150.00	200
<i>Ethernet Private Line, Point to Point, Premium</i>	8	125.00	1305.00	400
<i>Ethernet Private Line, Point to Point, Premium</i>	9	125.00	1425.00	600
<i>Ethernet Private Line, Point to Point, Premium</i>	10	125.00	1545.00	800
<i>Ethernet Private Line, Point to Point, Premium</i>	11	125.00	1660.00	1000
<i>Ethernet Private Line, Point to Point, Premium</i>	12	125.00	2080.00	2000
<i>Ethernet Private Line, Point to Point, Premium</i>	13	125.00	2390.00	4000
<i>Ethernet Private Line, Point to Point, Premium</i>	14	125.00	2565.00	6000
<i>Ethernet Private Line, Point to Point, Premium</i>	15	125.00	2755.00	8000
<i>Ethernet Private Line, Point to Point, Premium</i>	16	125.00	2860.00	10000
<i>Ethernet Private Line, Point to Point, Premium</i>	17	125.00	3540.00	20000
<i>Ethernet Private Line, Point to Point, Premium</i>	18	125.00	4440.00	40000

2. The Parties agree to replace the existing Exhibit E with the attached Exhibit E entitled **“EXHIBIT E – AGENCIES AND INDIVIDUALS AUTHORIZED TO ORDER SERVICES”**.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-191201-CXCM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

COX VIRGINIA TELCOM, LLC

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

BY: DocuSigned by:
Thomas Watkins
EB99956B865504D2... BY: 

NAME: Thomas watkins NAME: JB Edmonds

TITLE: Vice President TITLE: Telecommunications Mgr - SCM

DATE: 6/2/2022 DATE: 6/2/2022

EXHIBIT E

AGENCIES AND INDIVIDUALS AUTHORIZED TO ORDER SERVICES

The following Individuals or entities are authorized by VITA to order services under this contact:

- The Supreme Court of Virginia
- The Virginia Community Colleges Systems Offices

- Linda Brown – VITA
- Margaret Moran – VITA

The Supplier shall not accept orders for services under the Contract from organizations or individuals other than those listed above. The Supreme Court and Virginia Community Colleges may use the Commonwealth's eVA ordering portal and may be “Direct Billed” for the services such entities purchase under the Contract. All other orders must come directly from VITA. Any orders submitted through eVA, or on a Agency Purchase Order, except as above, must be returned and the ordering officer informed of the correct ordering procedures outlined in this Contract. In the event the Supplier acts on an invalid order, they shall assist the customer to correct the order within 30 days of discovery of the mistake.

DIRECT BILL CUSTOMERS

Any Authorized User who participates in the eRate Program may apply to VITA to be “Direct Billed” by the Supplier. Orders must still come from VITA and must be submitted through the VITA Ordering Portal in accordance with VITA’s ordering procedures for Telecommunications services. The Supplier will be notified of any “Direct Bill” approvals and orders for the services will clearly indicate the “Bill To” address.

All services supplied to any Regular or Direct Bill (or eRate) customer must be at the Contract pricing. (see Section 18, sub-Section S entitled “Most Favored Customer”)

The Supplier is responsible for ensuring all orders are processed in accordance the established procedures.