

**MODIFICATION #2
TO
CONTRACT NUMBER VA-191201-LN
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
LUMOS NETWORKS LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency), and Lumos Networks LLC, hereinafter referred to as “Contractor,” relating to the modification of Contract VA-191201-LN as amended. This Modification is hereby incorporated into and made an integral part of Contract VA-191201-LN.

1. All Data circuits acquired under this Contract will be provided with electronics providing IP or Digital access with an Industry Standard Interface to Customer Provided Equipment. Such equipment/modem/router shall not provide WiFi. The customer must provide their own WiFi Access Point if required.
2. The Parties agree to the addition of the following service to Exhibit A (Pricing).

Fiber to The Premise

Description	Tier	Installation	Monthly Recurring Charge	Connection Speed
Fiber to the Premise	1	None	\$350.00	10 Mbps
Fiber to the Premise	2	None	\$350.00	10 Mbps
Fiber to the Premise	3	None	\$350.00	10 Mbps
Fiber to the Premise	4	None	\$410.00	20 Mbps
Fiber to the Premise	5	None	\$500.00	40 Mbps
Fiber to the Premise	6	None	\$590.00	100 Mbps
Fiber to the Premise	7	None	\$775.00	200 Mbps
Fiber to the Premise	8	None	\$1,330.00	400 Mbps
Fiber to the Premise	9	None	\$1,800.00	600 Mbps
Fiber to the Premise	10	None	\$1,800.00	800 Mbps
Fiber to the Premise	11	None	\$1,800.00	1,000 Mbps
Fiber to the Premise	12	None	\$2,500.00	2,000 Mbps
Fiber to the Premise	13	None	\$3,250.00	4,000 Mbps
Fiber to the Premise	14	None	\$4,000.00	6,000 Mbps
Fiber to the Premise	15	None	\$4,950.00	8,000 Mbps
Fiber to the Premise	16	None	\$5,950.00	10,000 Mbps
Fiber to the Premise	17	None	\$10,500.00	20,000Mbps
Fiber to the Premise	18	None	\$15,000.00	40,000 Mbps
Fiber to the Premise	19	None	\$19,000.00	60,000 Mbps
Fiber to the Premise	20	None	\$24,000.00	80,000 Mbps
Fiber to the Premise	21	None	\$28,000.00	100,000 Mbps

Cloud Service Provider Access (CSPA)

Description	Tier	CSPA Monthly Recurring Charge	Circuit Charge	Total Monthly Charge	Connection Speed
Cloud Service Provider Access	1	NA	NA	NA	NA
Cloud Service Provider Access	2	NA	NA	NA	NA
Cloud Service Provider Access	3	\$241.00	\$399.00	\$640.00	10 Mbps
Cloud Service Provider Access	4	\$268.00	\$474.00	\$742.00	20 Mbps
Cloud Service Provider Access	5	\$320.00	\$526.00	\$846.00	40 Mbps
Cloud Service Provider Access	6	\$474.00	\$683.00	\$1,157.00	100 Mbps
Cloud Service Provider Access	7	\$517.00	\$1,044.00	\$1,561.00	200 Mbps
Cloud Service Provider Access	8	\$605.00	\$1,131.00	\$1,736.00	400 Mbps
Cloud Service Provider Access	9	\$690.00	\$1,219.00	\$1,909.00	600 Mbps
Cloud Service Provider Access	10	\$776.00	\$1,306.00	\$2,082.00	800 Mbps
Cloud Service Provider Access	11	\$862.00	\$1,393.00	\$2,255.00	1.000 Mbps
Cloud Service Provider Access	12	\$875.00	\$1,739.00	\$2,614.00	2,000 Mbps
Cloud Service Provider Access	13	\$901.00	\$1,832.00	\$2,733.00	3,000 Mbps
Cloud Service Provider Access	14	\$927.00	\$1,859.00	\$2,786.00	6,000 Mbps
Cloud Service Provider Access	15	\$952.00	\$1,886.00	\$2,838.00	8,000 Mbps
Cloud Service Provider Access	16	\$978.00	\$1,912.00	\$2,698.00	10,000 Mbps
Cloud Service Provider Access	17	\$1,005.00	\$2,995.00	\$4,000.00	20,000 Mbps
Cloud Service Provider Access	18	\$1,029.00	\$4,850.00	\$5,879.00	40,000 Mbps
Cloud Service Provider Access	19	NA	NA	NA	60,000 Mbps
Cloud Service Provider Access	20	NA	NA	NA	80,000 Mbps
Cloud Service Provider Access	21	NA	NA	NA	100,000 Mbps

- The Total Monthly Charge includes the CSPA Access and One (1) Ethernet Private Line
- Data Speed and throughput not capped by the Supplier, but may be by the Cloud Provider
- Monthly Recurring Charges (MRC) do not include any charges levied by the Cloud Service Provider.
- Any equipment costs are included in the Monthly Recurring Charges
- Cloud Service connection for state entities subject to further Review and Approval by VITA prior to ordering.

Description	Standard Installation Fee	Monthly Service Fee
IP Centrex/Hosted Voice		
Standard Seat - Includes Soft Phone and Desk Phone	None	\$11.00
Professional Seat - Includes Soft Phone with Messaging and Desk Phone	None	\$16.00
Professional Plus Seat - Includes Soft Phone with Messaging, Meetings plus Desk Phone	None	\$22.00
Premium Seat - Includes Soft Phone with Messaging, Meetings, Advanced Collaboration plus Desk Phone	None	\$30.00
Premium Call Center Agent Console w/License	None	\$17.00
Premium Call Center Supervisor Console w/License	None	\$26.00
Receptionist Console	None	\$35.00
Sidecar	None	\$0.00
Automated Attendant	None	\$7.00
Conference Phone Poly Trio 8800 (or Similar)	None	\$15.00
Managed 24-Port PoE Switch	None	\$40.00

- **IP Centrex/Hosted Voice Service** is available only to Higher Education and non-state entities eligible to purchase under this contract.
- “Subscriber(s)” is defined as a VITA Customer Agency to which the “IP Centrex/Hosted Voice Service” is delivered. VITA remains the “Customer of Record” for all installations for purposes of Customer Proprietary Network Information (CPNI).
- All orders for service will be entered into VITA’s Telecommunications Expense (Management) and Billing Solution (TEBS). Direct end-user ordering and billing is not provided.
- Supplier shall provide one (1) consolidated bill (invoice) for Voice Services each month. Individual locations may have their own Account or Sub-Account; however, there must be a “Master” invoice document or spreadsheet that all such separate account numbers “roll up” to.
- Contractor shall provide an electronic data file along with any monthly invoice containing sufficient information to reconcile the invoice and provide Call Detail records to the Subscriber.
- Any installation fees include normal installation and provisioning of initial and additional phone sets. Any construction or in-plant wiring is the responsibility of the Subscriber.
- Subscribers must provide an Internet circuit with bandwidth sufficient to support the number of seats. Supplier shall assist the Customer in the calculation of required bandwidth at no charge as part of pre-sales activity.
- Each seat includes unlimited Local and Domestic Long Distance, DIDs and E911. There are no “usage charges”.
- Multiple seat types may be selected at location(s) to accommodate end user specific requirements.
- Voice Mail is included with all seats.
- A standard desk set with ten (10) line appearances is provided. Supplier will provide VITA with the manufacturer and model of desk sets which are currently provided and update such list as it changes. VITA reserves the right to reject any equipment it deems of low quality.
- Basic, operational training is provided at the time of initial installation at no cost. Supplier will provide links to web-based training videos on basic equipment or call operations at no cost. The Subscriber may contract with the Supplier for additional on-site training which will be billed directly to the Subscriber agency.

- Supplier will provide 24/7 telephonic “Help Desk” assistance for non-working or “break-fix” situations. Replacement of defective desk sets will be by the quickest available means, but no worse than second day package delivery. If an outage requires the dispatch of a technician and is reported by noon, the response should be “same day”, otherwise before noon of the next day unless the Subscriber agrees to other arrangements in writing. Should the Subscriber be located in a location that is difficult to serve, the Supplier may store spare equipment at the site, with the Subscriber’s permission, without additional customer charges.
- Equipment remains the property of the Supplier and is supplied as part of the service. The supplier is responsible for timely replacement or repair of all equipment.
- The Supplier shall maintain Call Detail records for a minimum of 90 days and shall make such records available to VITA on demand.
- The provided Managed POE switch is for Supplier management. There is no Customer access.
- The only other charge that applies is FUSF, at the current approved rate.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-191201-LN 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.

LUMOS NETWORKS LLC d/b/a SEGRA

BY:  _____
NAME: Scott Rodgers
TITLE: Account Director
DATE: 11/30/22

VIRGINIA INFORMATION TECHNOLOGY AGENCY

On Behalf of THE COMMONWEALTH OF VIRGINIA

BY:  _____
NAME: JB Edmonds
TITLE: Telecommunications Mgr - SCM
DATE: 11/30/2022