



## Modification #5 To Contract Number VA-151028-MCI

This amendment (“Modification”) to Contract No. VA-151028-MCI between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia (sometimes hereinafter the “Commonwealth”), and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services (individually and collectively, “Verizon”) (the “Supplier” or “Contractor”) (each, a “Party” and collectively, the “Parties”) is made effective as of August 15, 2018.

Whereas, Supplier provides telecommunications, network, and data services to the Commonwealth under Contract No. VA-151028-MCI (the “Contract”);

Whereas, VITA provides Commonwealth-wide IT infrastructure and related services that include the provision of telecommunications, network, and data services;

Whereas, VITA wishes to order a comprehensive set of telecommunications, network, and data services for VITA’s customers through a statement of work entered into under the Contract, and such services would be delivered through a managed information technology integrated services platform;

Whereas, the delivery of services through a managed information technology integrated services platform requires the modification of certain terms of the Contract and the inclusion of additional terms to, among other things, ensure interoperability with other providers in the managed integrated services platform; and

Whereas, section 11(U) of the Contract permits amendment by a written instrument signed by both Parties;

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 hereby agree as follows:

### **1. Scope and Applicability of Modification.**

A. The modifications made to the Contract by this Modification shall apply only to the goods and services ordered, delivered, or performed pursuant to VITA’s statement of work attached hereto as Attachment 1 (“VITA’s SOW”).

B. The Contract is hereby amended to add and incorporate the provisions of VITA’s SOW, along with all exhibits and attachments thereto.

C. The scope of customers and users to whom services are available under VITA’s SOW is set forth in Section 1.7 (Customers) of VITA’s SOW.

D. In case of a conflict between any provision of the Contract, including attachments, exhibits, addenda, and modifications as of the Effective Date, and the provisions of VITA’s SOW, the provisions of VITA’s SOW, including all exhibits and attachments thereto, shall control and govern the Parties in all matters relating to the goods and services ordered, delivered, or performed under VITA’s SOW.

**2. Definitions.**

Capitalized terms used in this Modification have the meaning provided where each term is used in this Modification or, if not defined in this Modification, then the meaning provided in Exhibit 1.1 (Definitions) to VITA’s SOW.

**3. Specific Modifications.**

The specific modifications to the Contract are set forth in the following table.

| <u>Contract Reference</u>                    | <u>Modification Description</u>  |
|--|--|
| Section 2 Definitions                        | Paragraphs A through F, J through L, and O of Section 2 shall not apply to VITA’s SOW.   |
| Section 3 Term and Termination               | Pursuant to paragraph A of Section 3, VITA’s SOW shall survive the expiration of the term of the Contract, as shown in Section 6 of VITA’s SOW.  |
| Section 4 Services                           | The Service Requirements, Service Fees, and Service descriptions for VITA’s SOW are described in the SOW and the Parties shall look to the SOW for the Service Levels and related obligations. |
| Section 5 Acceptance and Cure                | Section 5 is modified for purposes of VITA’s SOW to replace “Authorized User” with “Customer.” This section shall be supplemented by VITA’s SOW, in particular, Section 10 of the SOW.         |
| Section 6 New Technology                     | For purposes of VITA’s SOW, Section 6 is applicable when the New Technology and/or New Service Offerings are considered Additional Services under VITA’s SOW.                                  |
| Section 7 Supplier Personnel                 | This section shall be supplemented by VITA’s SOW, in particular, Section 5 of the SOW.   |
| Section 8 General Warranty                   | This section shall be supplemented by VITA’s SOW, in particular, Section 15 of the SOW.  |
| Section 9 Training and Documentation         | This section shall be supplemented by VITA’s SOW.  |
| Sections 10 Rates, Orders and Compensation   | This section shall not be applicable to VITA’s SOW. See Section 4 of VITA’s SOW.   |
| Section 11 Invoice Procedures                | This section shall not be applicable to VITA’s SOW. See Section 4 of VITA’s SOW.   |
| Section 14 Annual Competitive Review Process | This section shall not be applicable to VITA’s SOW   |

|  |   |
|--|---|
| Section 15 Confidentiality               | This section shall not be applicable to VITA's SOW. See Section 17 of VITA's SOW. |
| Section 16 Indemnification and Liability | To be negotiated  |
| Section 17 Security Compliance           | This section shall not be applicable to VITA's SOW. See Section 16 of VITA's SOW. |
| Section 19 Inventions and Copyrights     | This section shall not be applicable to VITA's SOW. See Section 11 of VITA's SOW. |
| Section 21 General Provisions            | This section shall not be applicable to VITA's SOW. See Section 23 of VITA's SOW. |



**Attachment 1 to Modification #5  
To  
Contract Number VA-151028-MCI**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Verizon Business Network Services Inc., on behalf of MCI  
Communications Services, Inc. d/b/a Verizon Business  
Services

\*\*\*\*\*

**Statement of Work**

| <b><u>Table of Contents</u></b>                          | <b><u>Page</u></b> |
|--|--------------------|
| 1. SERVICES .....  | 1                  |
| 1.1 Scope of Services.....                               | 1                  |
| 1.2 Cloud Services .....                                 | 1                  |
| 1.3 Solution Services .....                              | 1                  |
| 1.4 Managed Environment .....                            | 2                  |
| 1.5 Implied Services .....                               | 6                  |
| 1.6 Evolution of the Services.....                       | 7                  |
| 1.7 Customers .....                                      | 7                  |
| 1.8 Services Not Exclusive; Variable.....                | 7                  |
| 1.9 Resources Used for the Services .....                | 8                  |
| 1.10 Disaster Recovery and Business Continuity .....     | 8                  |
| 1.11 Changes to Services .....                           | 8                  |
| 1.12 Corrective Action and Other Remediation Plans ..... | 10                 |
| 1.13 Supplier Excused Performance .....                  | 10                 |
| 2. PERFORMANCE .....                                     | 11                 |
| 2.1 General Responsibility .....                         | 11                 |
| 2.2 Place of Performance .....                           | 11                 |
| 2.3 Time of Performance .....                            | 11                 |
| 2.4 Manner of Performance .....                          | 12                 |
| 2.5 Quality Assurance and Continuous Improvement .....   | 12                 |
| 3. SERVICE LEVELS .....                                  | 12                 |
| 3.1 Service Levels and Other Performance Standards.....  | 12                 |
| 3.2 Service Level Credits and Deliverable Credits .....  | 12                 |
| 3.3 Measuring and Reporting Service Levels .....         | 13                 |
| 4. CHARGES .....   | 13                 |
| 4.1 Charges, Generally .....                             | 13                 |
| 4.2 Expenses.....  | 13                 |
| 4.3 Taxes .....  | 14                 |
| 4.4 Invoices .....                                       | 14                 |
| 4.5 Proration .....                                      | 15                 |
| 4.6 Prepaid Amounts and Refundable Items .....           | 15                 |
| 4.7 Repeated Over-billing .....                          | 15                 |
| 5. SUPPLIER PERSONNEL.....                               | 15                 |

---

|      |   |    |
|------|---|----|
| 5.1  | Responsibility for Supplier Personnel, Generally..... | 15 |
| 5.2  | Qualifications and Training .....                     | 16 |
| 5.3  | Screening and Background Checks .....                 | 16 |
| 5.4  | Removal and Replacement of Supplier Personnel.....    | 17 |
| 5.5  | Subcontracting .....                                  | 17 |
| 5.6  | Identification of Supplier Personnel .....            | 18 |
| 5.7  | Key Personnel.....                                    | 18 |
| 5.8  | Account Executive and Manager .....                   | 20 |
| 5.9  | Personnel Projection Matrix .....                     | 21 |
| 5.10 | Location of Supplier Personnel .....                  | 21 |
| 6.   | TERM.....   | 21 |
| 6.1  | Term .....  | 21 |
| 6.2  | Renewal Terms.....                                    | 21 |
| 7.   | USE OF VITA RESOURCES .....                           | 21 |
| 7.1  | VITA Owned and Leased Equipment.....                  | 21 |
| 7.2  | VITA Third Party Contracts.....                       | 22 |
| 7.3  | VITA Owned Software.....                              | 22 |
| 7.4  | VITA Licensed Software.....                           | 23 |
| 7.5  | Terms Applicable to VITA Facilities .....             | 23 |
| 7.6  | Required Consents .....                               | 24 |
| 8.   | RESOURCE ACQUISITIONS DURING THE TERM.....            | 24 |
| 8.1  | General Responsibility and Compatibility.....         | 24 |
| 8.2  | Equipment.....  | 25 |
| 8.3  | Software and Tools .....                              | 26 |
| 9.   | IMPLEMENTATION .....                                  | 27 |
| 9.1  | Implementation Generally.....                         | 27 |
| 9.2  | Performance and Completion of Implementation.....     | 27 |
| 9.3  | Implementation Plan .....                             | 28 |
| 9.4  | Suspension or Delay of Implementation Activities..... | 28 |
| 10.  | DELIVERABLES .....                                    | 29 |
| 10.1 | Definition .....                                      | 29 |
| 10.2 | Software-Related Deliverables .....                   | 29 |
| 10.3 | Review and Acceptance of Deliverables .....           | 29 |
| 10.4 | Revision of Deliverables .....                        | 30 |
| 10.5 | Remedies.....   | 30 |

11. PROPRIETARY RIGHTS ..... 30

    11.1 Commonwealth Works ..... 30

    11.2 Supplier Materials ..... 31

    11.3 Work Product ..... 31

    11.4 Delivery of Work Product Upon Termination/Expiration ..... 32

    11.5 Residuary Rights ..... 32

    11.6 Intellectual Property Rights Agreements with Supplier Personnel ..... 32

    11.7 Licenses and Rights Survive Bankruptcy and Insolvency ..... 32

12. TERMINATION ..... 33

    12.1 Termination by VITA for Cause ..... 33

    12.2 Termination by VITA for Convenience ..... 33

    12.3 Termination by VITA for Other Reason ..... 33

    12.4 No Termination by Supplier ..... 35

13. TRANSITION OUT ASSISTANCE ..... 35

    13.1 General ..... 35

    13.2 Transition Out Plan ..... 36

    13.3 Transition Out Assistance ..... 36

    13.4 Required Consents ..... 38

    13.5 Charges for Transition Out Assistance ..... 38

    13.6 Procurement Assistance ..... 39

14. AUDITS, RECORDS AND REPORTING ..... 39

    14.1 Supplier Record Keeping ..... 39

    14.2 Commonwealth Audit Rights ..... 39

    14.3 Results of Audits ..... 40

    14.4 Further Audits by Governmental Authorities ..... 40

    14.5 Supplier Audits ..... 40

    14.6 Supplier Audit Response ..... 41

    14.7 Reporting and Fees from Supplier ..... 42

15. REPRESENTATIONS, WARRANTIES AND COVENANTS ..... 42

    15.1 Mutual Warranties ..... 42

    15.2 Standards and Personnel ..... 42

    15.3 Title, Required Rights and Non-Infringement ..... 43

    15.4 Deliverable Warranty ..... 43

    15.5 Compliance with Laws and VITA Rules; Incorporated Contractual Provisions ..... 44

    15.6 Virus and Disabling Code ..... 45

---

|       |   |    |
|-------|---|----|
| 15.7  | Reserved.....   | 45 |
| 15.8  | Supplier Additional Representations and Warranties .....                              | 46 |
| 15.9  | Compliance with the Federal Lobbying Act .....  | 47 |
| 15.10 | No Other Warranties.....  | 47 |
| 16.   | DATA SECURITY AND PROTECTION .....  | 47 |
| 16.1  | Compliance with Data Privacy and Data Protection Laws, Regulations and Policies ..... | 47 |
| 16.2  | VITA Data, Generally .....  | 48 |
| 16.3  | Data Security .....   | 48 |
| 16.4  | Security Incident .....   | 49 |
| 16.5  | Security Testing.....   | 49 |
| 17.   | CONFIDENTIALITY .....   | 49 |
| 17.1  | Confidential Information.....   | 49 |
| 17.2  | Treatment and Protection .....  | 50 |
| 17.3  | Return or Destruction .....   | 50 |
| 17.4  | Third Party Information .....   | 50 |
| 17.5  | Confidentiality Statement.....  | 51 |
| 17.6  | Health Insurance Portability and Accountability Act .....                             | 51 |
| 18.   | INSURANCE .....   | 51 |
| 18.1  | General.....  | 51 |
| 18.2  | Types and Amounts of Coverage .....   | 51 |
| 18.3  | Terms of Coverage .....   | 52 |
| 18.4  | Subcontractor Insurance.....  | 53 |
| 19.   | INDEMNIFICATION .....   | 54 |
| 19.1  | Indemnification by the Supplier.....  | 54 |
| 19.2  | Infringement Claims.....  | 54 |
| 19.3  | Indemnification Procedures.....   | 55 |
| 20.   | REMEDICATION PLANS AND STEP IN RIGHTS .....   | 55 |
| 20.1  | Triggers for a Remediation Plan.....  | 55 |
| 20.2  | Remediation Plan Contents .....   | 56 |
| 20.3  | VITA’s Response to Draft Remediation Plan.....  | 56 |
| 20.4  | Implementation of Remediation Plan.....   | 56 |
| 20.5  | Exercise of Step In Rights .....  | 56 |
| 20.6  | Interplay with Other VITA Rights and Remedies.....                                    | 57 |
| 21.   | LIABILITY.....  | 57 |
| 21.1  | Liability Cap .....   | 57 |



---

|       |  |    |
|-------|--|----|
| 21.2  | Stipulations As To Recoverable Damages .....           | 58 |
| 21.3  | Force Majeure .....                                    | 59 |
| 22.   | DISPUTE RESOLUTION.....                                | 59 |
| 22.1  | Dispute Resolution Procedure .....                     | 59 |
| 22.2  | Reserved.....  | 61 |
| 22.3  | Continued Performance .....                            | 61 |
| 22.4  | Alternative Dispute Resolution .....                   | 61 |
| 23.   | GENERAL .....  | 61 |
| 23.1  | Entire Agreement.....                                  | 61 |
| 23.2  | Contracting Parties; No Third Party Beneficiaries..... | 61 |
| 23.3  | Contract Amendments and Modifications.....             | 61 |
| 23.4  | Governing Law .....                                    | 61 |
| 23.5  | Waiver .....   | 61 |
| 23.6  | Remedies Cumulative .....                              | 62 |
| 23.7  | References .....                                       | 62 |
| 23.8  | Order of Precedence .....                              | 62 |
| 23.9  | Severability.....                                      | 63 |
| 23.10 | Counterparts .....                                     | 63 |
| 23.11 | Reading Down .....                                     | 63 |
| 23.12 | UCITA.....   | 63 |
| 23.13 | Survival.....  | 63 |
| 23.14 | Binding Nature and Assignment .....                    | 63 |
| 23.15 | Notices .....  | 63 |
| 23.16 | Non-Solicitation .....                                 | 64 |
| 23.17 | Independent Contractor .....                           | 64 |
| 23.18 | Covenant of Good Faith .....                           | 65 |
| 23.19 | Covenant Against Pledging .....                        | 65 |
| 23.20 | No Liens.....  | 66 |
| 23.21 | Approvals and Similar Actions .....                    | 66 |
| 23.22 | Further Assurances .....                               | 66 |
| 23.23 | Non-Delegation .....                                   | 66 |
| 23.24 | Public Disclosures; Service Marks .....                | 66 |
| 23.25 | Export Controls .....                                  | 66 |
| 23.26 | Mutually Negotiated .....                              | 67 |
| 23.27 | Contract Documents .....                               | 67 |



---

**STATEMENT OF WORK**

The order memorialized in this **Statement of Work** (this "**Agreement**"), effective as of August 15, 2018 (the "**Effective Date**"), is pursuant to Contract No. VA-151028-MCI as amended by Modification #5, and is between VITA and Supplier (each, a "**Party**" and collectively, the "**Parties**"). This Agreement, includes (a) the following terms and conditions (i.e., this introductory paragraph through **Section 23.27 (Contract Documents)**) (these "**General Terms and Conditions**"), and (b) any Exhibits or other attachments identified in **Section 23.27 (Contract Documents)**, which are incorporated into this document and made a part hereof as if stated herein.

Capitalized terms used in this Agreement have the meaning as provided (i) where each term is used or (ii) in **Exhibit 1.1 (Definitions)**. **Exhibit 1.1 (Definitions)** lists the capitalized terms used in this Agreement and either provides a definition for the term or provides a reference to the particular document and section containing the definition.

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 hereby agree as follows:

**1. SERVICES**

**1.1 Scope of Services.** Supplier shall provide to VITA and other Customers designated by VITA the following services (the "**Services**"):

- 1.1.1 All functions, responsibilities, activities, deliveries, and tasks necessary to fulfill the technical and solution requirements, along with all related obligations of the Supplier, provided in **Exhibit 2 (Description of Services and Solution)** and all subsequent Statements of Work for Solution Services hereunder.
- 1.1.2 The functions, responsibilities, activities, deliveries, and tasks that are reasonably related to any of the Services and that were performed in the twelve (12) month period prior to the Effective Date by (a) employees, contractors, third party suppliers and other personnel of VITA or any other Customer who are displaced, or whose Functions are displaced, as a result of this Agreement; or (b) non-personnel resources transferred or made available to the Supplier or displaced, or the Functions of which are displaced, as a result of this Agreement.

**1.2 Cloud Services.** In performing any cloud-based Services or Functions, Supplier will ensure that the cloud-based Services comply with the applicable VITA Rules, standards, policies and guidelines published by VITA from time to time.

**1.3 Solution Services.**

- 1.3.1 **Solution Services.** In addition to any Services then provided for in this Agreement, Supplier shall perform agreed upon one-time or nonrecurring services that are within the scope of this Agreement, but that are not included in the Service Catalog or otherwise reasonably necessary to satisfy any requirement contained in **Exhibit 2.1** of this Agreement ("Solution Services"). Solution Services must be requested and approved by VITA through the execution of a statement of work referring to this Agreement and providing details of the Solution Services (each, a "**Statement of Work**"). Statements of Work are not binding on the Parties until fully executed by authorized representatives of each Party.

---

### 1.3.2 Statements of Work.

- (a) Request and Prioritization. Only VITA may request, define and set the priority for Solution Services. Statements of Work may be used as the means to add Solution Services to be provided by Supplier. Services that are available through the Service Catalogue shall be ordered through Service Requests (rather than through use of Statements of Work). Supplier shall perform the Solution Services as set forth in each Statement of Work. A form of Statement of Work is attached to this Agreement as **Attachment A (Form of Statement of Work)**.
- (b) Limitations on Statements of Work. Statements of Work are not intended, and shall not be used by either of the Parties to re-negotiate or otherwise change terms and conditions that have been negotiated and set forth in this Agreement. It is expressly acknowledged and agreed by Supplier and VITA that under no circumstances shall Services then currently in scope to be provided by Supplier under this Agreement be converted into Solution Services for which there shall be additional Charge.
- (c) Charges for Solution Services.
  - (i) To the extent Solution Services can be performed by Supplier using Supplier Personnel already assigned to the Services within their proportional assignment (i.e., Supplier Personnel assigned 50% to the Services would not have to exceed that scope) without affecting schedules or Service Levels or otherwise adversely affect the Services, the Solution Services will be performed at no additional Charge, except to the extent of required Third Party expenses necessary to the Solution Services, which Third Party expenses shall be subject to the prior approval of VITA.
  - (ii) To the extent such Solution Services cannot be performed by Supplier Personnel in accordance with **Section 1.3.3(a)**, VITA may, if reasonably practicable, agree in writing to temporarily forego Service Levels or other contractual performance to permit the Solution Services to be performed using the Supplier Personnel already assigned to the Services at their then current assignment levels.
  - (iii) To the extent such Solution Services cannot be performed by Supplier Personnel in accordance with **Sections 1.3.2(c)(i) and 1.3.2(c)(ii), Supplier's Charges for Solution Services** shall be as mutually agreed by VITA and the Supplier.
- (d) Preparation and Execution of Statements of Work. If VITA so requests, Supplier shall promptly prepare a detailed proposal and draft Statement of Work, including applicable Charges, if any. Supplier shall make any amendments reasonably requested by VITA and mutually agreed by the Parties. Upon agreement by VITA and Supplier to the draft Statement of Work, VITA shall prepare the actual Statement of Work for the Solution Services, for execution by VITA and Supplier. Once executed, the Statement of Work will be deemed part of this Agreement and the Solution Services shall constitute part of the Services hereunder. Statements of Work shall be effective only when signed by both Parties. The hours expended by Supplier in preparing Statements of Work, Statement of Work amendments or other proposals or plans or reporting on the status of Statements of Work shall not be chargeable to VITA.

**1.4 Managed Environment.** VITA is establishing and building a multi-provider, integrated services platform (the "***Integrated Services Platform***") for the delivery of certain IT services to VITA and the other Customers within

the IT environments supported by VITA (collectively, the "**Managed Environment**"), as is further described in **Exhibit 1 (Integrated Services Platform)** and by further notice from VITA to Supplier from time to time. The Integrated Services Platform is and shall comprise various services provided by various third party suppliers, including the Services and Supplier (each such supplier, an "**Integrated Supplier**"), with which VITA shall contract from time to time to provide services to VITA and other Customers. The Managed Environment requires coordination, cooperation and integration among the Integrated Suppliers, notwithstanding that they may otherwise view themselves as competitors, in order to work together toward the common goal of uninterrupted, high quality services to VITA and the other Customers. In this regard, Supplier must perform the Services and its other obligations under this Agreement, and in connection therewith, interact and cooperate with others within the Managed Environment in a manner that, as a foremost guiding principle, first considers the best interests of VITA and the other Customers. In connection with Supplier's role as an Integrated Supplier within the Managed Environment, Supplier acknowledges and agrees to the following.

In performing the Services, Supplier, as an Integrated Supplier, shall fully cooperate with and work in good faith with VITA and the other Customers and Integrated Suppliers, including any Integrated Supplier with which VITA may contract, from time to time, to provide multisourcing services integration for the Managed Environment (any such Integrated Supplier designated so by VITA, the "Multisourcing Services Integrator" or "MSI") to support and promote the operation and objectives of the Integrated Services Platform. Such cooperation may include, in addition to other provisions reflected in this Agreement or requested by VITA: (i) timely providing physical access and electronic access to business processes and associated Equipment, Materials and/or Systems to the extent necessary and appropriate for Customers or other Integrated Suppliers to perform the work required of or assigned to them; (ii) timely providing written requirements, standards, policies or other documentation for the business processes and associated equipment, materials or systems procured, operated, supported or used by Supplier in connection with the Services; (iii) timely providing access to VITA Data to Customers and/or other Integrated Suppliers; (iv) timely providing cooperation and assistance in connection with Transition Out Assistance to facilitate the orderly transfer of terminated Services from Supplier to Customers and/or other Integrated Suppliers and ensuring that there is no degradation in the performance of Services caused by the adjustments made by Supplier during and following such transfer of Services; (v) establishing procedures and other arrangements with other Integrated Suppliers to achieve and maintain continuity of seamless service (including the Services) to the Customers; and (vi) any other cooperation or assistance reasonably necessary for the Customers and other Integrated Suppliers to perform their operations and activities.

1.4.1 **Integrated Services Platform.** The Integrated Services Platform will include the development and utilization of a Service Management Manual and Operating Level Agreements as follows:

- (a) **Service Management Manual.** As part of managing the Integrated Services Platform, VITA anticipates developing a Service Management Manual (the "Service Management Manual") which shall serve as a common document shared among the Integrated Suppliers (including Supplier) providing descriptions of the Managed Environment and the performance by each Integrated Supplier of its respective obligations to VITA and the other Customers in coordination and cooperation with the Customers and other Integrated Suppliers. Until VITA's adoption of the Service Management Manual, the Parties shall utilize the Policy and Procedures Manual in accordance with Section 1.4.2 (**Policy and Procedures Manual**)
- (b) **Operating Level Agreements.** If, when and as requested by VITA, Supplier and other Integrated Suppliers shall enter into mutually agreeable joint governance and issue resolution document(s), including operating level agreements, with other Integrated Suppliers.

In no event will any provision of this Agreement, or any right or benefit of VITA, the Customers or the Supplier provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense) as a consequence of the terms of the Service Management Manual or any Operating Level Agreement.

1.4.2 Policy and Procedures Manual. Without limiting the foregoing, until the Service Management Manual has been implemented by agreement of the Parties in accordance with **Section 1.4.2(e) (Transition to Service Management Manual)**, the following shall apply.

- (a) Policy and Procedures Manual Delivery and Content. If agreed to by the Parties, Supplier shall prepare and deliver to VITA for its review, comment and written approval (i) a reasonably complete draft of the Policy and Procedures Manual within thirty (30) days after the Effective Date, and (ii) a final draft of the Policy and Procedures Manual within sixty (60) days after the Effective Date. VITA shall have fifteen (15) Business Days to review each draft Policy and Procedures Manual and provide Supplier with comments and revisions. VITA may take longer than fifteen (15) Business Days to review each draft provided the aforementioned delivery requirements applicable to Supplier are reasonably adjusted. Supplier shall then incorporate any comments or changes of VITA into the Policy and Procedures Manual and shall deliver a final revised version to VITA within twenty (20) Business Days of its receipt of such comments and changes for VITA's final written approval.

At a minimum, the Policy and Procedures Manual shall include:

- (i) the procedures for Customer/Supplier interaction and communication, including: (A) call lists; (B) procedures for (and limits on) direct communication by Supplier with Customer personnel; (C) problem management and escalation procedures; (D) priority and project procedures; (E) Acceptance testing and procedures; (F) quality assurance processes and procedures and internal controls; (G) a schedule, format and required attendees for meetings regarding performance reporting, account relationship management, issues management, risk management, request management and financial management; (H) Change Control Procedures; and (I) Disaster Recovery/Business Continuity plans;
- (ii) the root cause analysis process; and
- (iii) practices, policies and procedures addressing any other issues and matters as VITA shall require.

Supplier shall incorporate VITA's then current made available by VITA policies and procedures in the Policy and Procedures Manual.

- (b) Compliance. Supplier shall perform the Services in accordance with applicable Laws, VITA Rules and VITA's then current published policies and procedures until the Policy and Procedures Manual is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Policy and Procedures Manual, all applicable Laws and all other terms and conditions of this Agreement. In the event of a conflict between this Agreement and the Policy and Procedures Manual, the order of precedence rules of **Section 23.8 (Order of Precedence)** shall apply (and this Agreement shall control).

- (c) Maintenance, Modification and Updating. Supplier shall promptly modify and update the Policy and Procedures Manual to reflect changes in the operations or procedures described therein, to reflect changes in the work to be performed, and to comply with VITA Rules. Supplier shall provide the proposed changes in the manual to VITA for review, comment and written approval. Supplier shall maintain the Policy and Procedures Manual so as to be accessible electronically to VITA and Customer management and Users via a secure web site in a manner consistent with VITA's security policies.
- (d) Regular Review. The Parties shall meet to perform reviews of the Policy and Procedures Manual as reasonably requested by VITA.
- (e) Transition to Service Management Manual. If and to the extent the Policy and Procedures Manual is superseded by the Service Management Manual, Supplier shall comply with the Service Management Manual and cooperate with VITA and its designee(s) in its maintenance and development. Until such time as the Service Management Manual shall have superseded the Policy and Procedures Manual in accordance with the foregoing and unless otherwise provided, or the context shall otherwise require, references in this Agreement to the Service Management Manual shall be deemed references to the Policy and Procedures Manual.
- (f) Work Product. As between the Parties, the Policy and Procedures Manual will be deemed to be a Work Product owned by VITA.

#### 1.4.3 Service Management Manual

- (a) Upon its adoption by VITA, the Service Management Manual will serve as a common document shared among the Integrated Suppliers, which all will operate in accordance with and be subject to the terms therein, as applicable to each such party. Without limiting the foregoing, the Service Management Manual will provide detailed descriptions of the Managed Environment and the manner in which functions will be performed by the Supplier and each of the other Integrated Suppliers, including:
  - (i) Equipment, Materials and Systems to be procured, used or supported;
  - (ii) Documentation (including manuals, user guides and specifications) to be created and maintained by the Supplier and the other Integrated Suppliers;
  - (iii) specific activities to be undertaken by the Supplier in connection with each Service, including, where appropriate, the direction, supervision, monitoring, staffing, reporting, planning and oversight activities to be performed by the Supplier under this Agreement;
  - (iv) Operational Change Control Procedures and Contract Change Control Procedures;
  - (v) procedures for VITA, Customers and the Integrated Suppliers to interact, communicate, escalate and resolve issues, exchange information and provide access to each other;
  - (vi) checkpoint reviews, testing, acceptance, controls and other procedures to be implemented and used to assure service quality;

- (vii) processes, methodologies and controls to be implemented and used by the Integrated Suppliers to comply and confirm compliance with (1) VITA Rules; and (2) other obligations in the applicable agreements, including compliance with Laws; and
- (viii) other provisions related to the Managed Environment, as requested by VITA.

The Service Management Manual will be initially created and continuously updated and enhanced throughout the Term, with the MSI taking overall responsibility for preparing, updating, maintaining and ensuring the accuracy of the Service Management Manual, with the cooperation and support of the other Integrated Suppliers. The Supplier will work with the MSI and the other Integrated Suppliers in creating and maintaining the contents of the Service Management Manual, pursuant to a process further described in this Agreement.

- (b) The Supplier will perform the Services in accordance with the most recent VITA-approved version of the Service Management Manual.
- (c) As between the Parties, the Service Management Manual will be deemed to be a Work Product owned by VITA.

#### 1.4.4 Operating Level Agreements

- (a) Among other things, Operating Level Agreements will:
  - (i) govern how the parties thereto coordinate activities, interact and integrate processes, ensure that there are no gaps or unnecessary duplication of responsibility, and will define at an operating level the demarcation of Functions and the touch points between such parties; and
  - (ii) otherwise describe key dependencies between such parties.
- (b) The Supplier will negotiate and execute mutually acceptable Operating Level Agreements with the other Integrated Suppliers.
- (c) The Supplier will ensure that all Operating Level Agreements remain current and consistent with all other relevant documentation (e.g., the Service Management Manual, VITA Rules).
- (d) Each Operating Level Agreement will be subject to VITA's review, comments and approval. The Supplier will bear the responsibility to ensure that all other applicable Integrated Suppliers incorporate VITA's comments, resolve any VITA concerns, and obtain VITA's written approval prior to finalization of any such Operating Level Agreement. Similarly, in order for any amendment to an Operating Level Agreement to become effective, such amendment must be reviewed and approved in writing by VITA.

**1.5 Implied Services.** If any Functions, other than those expressly retained by VITA or any other Customer (or assigned to another Integrated Supplier) under this Agreement, are reasonably required for, or are incidental to or inherent in, the proper performance and provision of the Services (regardless of whether they are specifically described in this Agreement), they will be deemed to be implied by and included within the scope of the Services to be provided by the Supplier to the same extent and in the same manner as if specifically described in this Agreement.



**1.6 Evolution of the Services.** Throughout the Term, the Supplier will seek to improve the quality, efficiency and effectiveness of the Services to keep pace with technological advances and support VITA's (and Customers') evolving business and information technology needs. Without limiting the generality of the foregoing, the Supplier will: (a) continuously identify and apply 'best practice' techniques and methodologies in performing and delivering the Services; (b) train Supplier Personnel in new techniques and technologies used generally within the Supplier's organization or the information technology services industry and approved by VITA for use in rendering the Services; and (c) make investments to maintain the currency (both generally and in accordance with the particular requirements of this engagement) of the Supplier's tools, infrastructure, software and other resources that the Supplier is required to provide under the terms of this Agreement. For clarity, changes in the Services pursuant to this **Section 1.6 (Evolution of the Services)** will be considered part of the Supplier's then-current Services responsibilities and will not be considered Additional Services. For the avoidance of doubt, replacement of old Customer Premises Equipment with new Customer Premises Equipment is included in the CPE Use charges set forth in Exhibit 4.

## **1.7 Customers**

1.7.1 VITA Responsibility. VITA shall be responsible for payment for the properly invoiced Services on behalf of the Customers under this Agreement.

### 1.7.2 Customers

- (a) The Supplier will provide the Services to the Customers. At VITA's option, all or any portion of the Services may be utilized by any Customer for any purpose whatsoever. Where this Agreement provides for a VITA right to approve, accept, review or consent, such right may apply to any applicable Customer as directed by VITA.
- (b) For purposes of this Agreement, the Services will in all cases be deemed to be provided to VITA, and VITA will remain responsible for its own and all other Customers' receipt and use of the Services. For clarity, breaches of this Agreement impacting Customers, and damages incurred by Customers, will be deemed to impact and be incurred by VITA for purposes of VITA's rights and remedies under this Agreement; VITA will be entitled to fully enforce such rights and exercise such remedies on behalf of itself and the Customers; and the actions or inaction of the Customers shall be attributable to VITA when determining the Losses sustained by VITA and Supplier's liability therefor.

## **1.8 Services Not Exclusive; Variable**

1.8.1 This Agreement is non-exclusive. Nothing in this Agreement will be construed to limit in any way VITA's ability to reduce the volumes of Services being provided by the Supplier or to request that other third parties provide, or propose to provide, services that are the same as or similar to the Services or that are part of the Services. Nothing in this Agreement prevents any Customers, including VITA, from contracting with other suppliers for any products and services, including products and services that are similar to or competitive with the Services or that are part of the Services, or from insourcing any such product or service and providing such product or service to itself or other Customers.

1.8.2 The Services are variable in volume. Such variations are provided for in the charging mechanisms set forth in **Exhibit 4 (Pricing and Financial Provisions)**. The Supplier will be responsible for adjusting the resources used to provide the Services to accommodate the changes in volume (regardless of the amount of time remaining in the Term) in such a manner as to comply with all Service Levels and its other

obligations under this Agreement. The Supplier will not be entitled to receive an adjustment to the Charges resulting from such variations in volume except as set forth in **Exhibit 4 (Pricing and Financial Provisions)**. VITA makes no commitment for any minimum volume, scope, or value of the Services under this Agreement or to any minimum payments to be made to the Supplier.

**1.9 Resources Used for the Services.** Except as otherwise expressly provided in this Agreement, Supplier is responsible for providing and maintaining the facilities, infrastructure, personnel, Equipment, Software, Materials and other resources necessary to provide the Services.

**1.10 Disaster Recovery and Business Continuity.** **Exhibit 2 (Description of Services and Solution)** sets forth the Supplier's obligations with respect to Disaster Recovery and Business Continuity, including: (a) the development, maintenance, testing and execution of Disaster Recovery and Business Continuity plans with respect to the Services and the Supplier Facilities; and (b) obligations to cooperate with VITA, all other Customers, and Integrated Suppliers in the updating, testing and implementation of their own Disaster Recovery and Business Continuity plans with respect to their resources and facilities.

**1.11 Changes to Services.** "Change" means any material modification to the Services, including any Deliverable, Milestone, due date, and related obligation of Supplier. Only VITA may request a Change, which must be agreed to by the Parties as provided in this Section 1.11 (Changes). The process for implementing the Change shall be carried out through the Change Control Procedures.

1.11.1 **Additional Services.** "**Additional Services**" means recurring Functions that VITA requests the Supplier to perform under this Agreement that (i) involve materially different obligations on Supplier and (ii) require materially additional levels of resources or expense of Supplier from the Services Supplier is then obligated to perform under this Agreement. Functions available through the Service Catalogue are not Additional Services, and shall be ordered through Service Requests pursuant to Section 1.3 herein with applicable pricing as provided in Exhibit 4 (Pricing and Financial Provisions).

1.11.2 **Agreement, Documentation, Scope and Implementation of Changes.** If VITA requests a Change, Supplier shall promptly prepare a proposal for VITA's consideration. The Supplier shall prepare such proposal at no additional charge to VITA and shall deliver such proposal to VITA within ten (10) Business Days of its receipt of VITA's request. VITA shall promptly provide such information as the Supplier reasonably requests in order for Supplier to prepare its proposal. VITA may accept, approve or reject any proposal in its sole discretion and the Supplier shall not be obligated to perform any Change until a modification document is executed by both Parties. Upon tentative agreement by the Parties to any Change, Supplier shall prepare a comprehensive outline of all necessary changes to this Agreement for VITA's consideration, including any impact on the Charges, in accordance with **Section 1.11.3**. VITA shall prepare the modification document providing for the amendment of this Agreement, as well as the Service Management Manual and applicable Operating Level Agreements, for execution as appropriate. Upon execution of the modification document, the Changes shall constitute Services under this Agreement.

(a) Exceptions

(i) A Service Request shall not be considered a request for a Change.

- 
- (ii) Supplier may, without VITA prior approval, make Changes on a temporary emergency basis only if necessary to maintain the security or continuity of the Services. Changes made by Supplier on a temporary emergency basis shall not become part of the Services and shall not relieve Supplier of any of its obligations with respect to the Services.
- (b) Implementation of Changes
- (i) In implementing any Change to the Services as permitted under this Agreement, whether such Change constitutes Additional Services, modification of existing Services, removal of existing Services, or implementation of changes to the Supplier's performance of existing Services, the Parties shall comply with the provisions of this **Section 1.11 (Changes to Services)**:
  - (ii) Absent extraordinary circumstances or some other actual limitation in the Supplier's capability or capacity, the Supplier will make Changes to the Services as requested by VITA upon execution of the modification document as set forth in this Section 1.11.2.
  - (iii) All Changes must be implemented in accordance with the VITA Rules. In addition, in accordance with applicable Law, Changes constituting Additional Services must be within the scope of the services, functions, responsibilities, activities, deliveries and tasks reasonably contemplated by this Agreement.
  - (iv) With respect to all Changes other than those Changes made on a temporary emergency basis to maintain the security or continuity of services, the Supplier will (1) to the maximum extent reasonably possible, schedule Changes so as not to interrupt the business operations of VITA and the other Customers, (2) prepare and deliver to VITA each month a rolling schedule for ongoing and planned Changes for the next three (3) consecutive month period, and (3) monitor and report to VITA the status of Changes that are in-progress against the applicable schedule.
  - (v) With respect to any Change made on a temporary emergency basis to maintain the security or continuity of services, the Supplier will document and provide to VITA notification (which may be given orally, provided that any oral notice must be confirmed in writing to VITA within three (3) Business Days) of the Change and no later than the next Business Day after the Change is made.
  - (vi) Supplier will be required to obtain approval through the Change Control Procedure if Supplier will make any change or modification in its performance of the Services or within the Managed Environment which may:
    - (1) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services or any other services or operations of VITA or the Customers;
    - (2) require a material change to, or have an adverse impact on VITA's or any Customer's operations, Environments, facilities, processes, Systems, Equipment, security or IT environment;

- (3) increase the costs, fees (including from third parties) or financial risks to VITA or other Customers; or
- (4) violate or be inconsistent with VITA Rules.

1.11.3 Charges Related to Changes. The following shall apply with respect to Charges for Changes pursuant to this **Section 1.11 (Changes to Services)**:

- (a) In its proposal for VITA's consideration, the Supplier will indicate whether the Supplier believes the requested Change constitutes Additional Services. If the Supplier believes the Change constitutes Additional Services, the Supplier will in all cases propose commercially reasonable efforts to implement the Change at no additional Charge to VITA. If the Change does not constitute Additional Services, or if the Supplier can nonetheless implement the Change at no additional Charges to VITA (a "No Cost Change"), then the Supplier will note in its proposal all expected impacts of implementing the Change. If the Change does constitute Additional Services, or if implementation of the Change could result in additional one-time Charges, then the Supplier will work with VITA in good faith, to explore options that could, on a commercially reasonable basis, minimize or eliminate any resulting additional costs (e.g., by reprioritizing or substituting work);
- (b) All additional charges proposed by the Supplier for the Additional Services will be included in its proposal and shall be based on the then-current fees and rates in effect under this Agreement, to the extent possible, and otherwise using rates reflecting a no less favorable discount or rate as has been applied to the then-current Charges ("**Preferred Rates**"). The additional charges will reflect the net effect of the Change, to the extent resources and costs can be eliminated as a result of the Change. The Supplier will inform VITA of all other known impacts associated with making the Change.

**1.12 Corrective Action and Other Remediation Plans.** The Supplier will comply with its obligations under any corrective action, remediation or similar plans that have been developed in accordance with the applicable terms of this Agreement (including the Service Management Manual or other documentation incorporated by reference herein), as if such obligations were part of this Agreement.

**1.13 Supplier Excused Performance.** The Supplier's failure to perform an obligation under this Agreement (including meeting the Service Levels) shall be excused if and to the extent such Supplier non-performance is caused by the failure of VITA (or other Customer) to timely perform expressly specified obligations under this Agreement. The Supplier's failure to perform an obligation under this Agreement (including meeting the Service Levels) shall be excused if and to the extent such Supplier non-performance is caused by (1) deficiencies, existing as of the Commencement Date, in the service architecture, engineering, systems and tools applicable to the Services which materially impact Supplier's ability to perform or to transition to the Steady State ("Pre-Existing Issue"), or (2) the failure of VITA (or other Customer) to timely perform their material obligations under this Agreement; but in either circumstance only if (a) the Supplier expeditiously gives VITA notice of such failure to perform (which notice shall describe in reasonable detail the Supplier's inability to perform under such circumstances), (b) the Supplier provides VITA with every reasonable opportunity to correct such failure to perform and thereby avoid such Supplier non-performance, (c) the Supplier uses commercially reasonable efforts to perform notwithstanding such failure to perform, and (d) except for Pre-Existing Issues, the Supplier conducts a root cause analysis and thereby demonstrates that such failure to perform is the cause of the Supplier's non-performance. The Supplier acknowledges and agrees that the circumstances described in this **Section 1.13 (Supplier Excused Performance)**, together with **Section 21.3 (Force Majeure)**, are the only circumstances in which its failure to perform its obligations under this Agreement shall be excused and that Supplier shall not assert any other act or omission of VITA or other Customer as excusing any such failure on Supplier's part. For the avoidance of doubt, failure of VITA or another customer to perform tasks, actions and responsibilities expressly assigned to

it under this Agreement and upon which an obligation or responsibility of Supplier is dependent shall not be deemed a contractual breach for which remedy, other than the relief provided in this **Section 1.13 (Supplier Excused Performance)** is available.

## 2. PERFORMANCE

**2.1 General Responsibility.** The Supplier is responsible for managing and successfully performing, completing, and delivering the Services, subject to the overall direction of VITA and the cooperation and support of VITA as specified in this Agreement.

### 2.2 Place of Performance

2.2.1 The Supplier may not provide particular Services from any given Supplier Facility unless such facility is expressly identified in **Exhibit 2 (Description of Services and Solution)** as a facility from which such particular Services may be provided. Similarly, Supplier Personnel may perform Services remotely (i.e., from outside a Supplier Facility or VITA Facility) only to the extent this Agreement expressly permits the particular form of remote work for the particular Services.

2.2.2 The Supplier may not change the location of Supplier's Facilities without VITA's prior written consent, which shall not be unreasonably withheld. The Supplier will reimburse VITA for any incremental expense incurred by VITA (whether one-time or ongoing) due to a Supplier-initiated, VITA-approved relocation of Services from a Supplier Facility.

#### 2.2.3 VITA Requests for Relocations

- (a) If (i) VITA reasonably requests the Supplier to relocate any Services from one Supplier Facility to another Supplier Facility based on a change in security risks, business continuity risks, safety risks;; or for another concern of similar significance; and (ii) such concern(s) cannot be mitigated within a reasonable time in any other commercially reasonable manner; and (iii) the Supplier has the capacity to perform the Services at the requested Supplier Facility (or can reasonably configure such Supplier Facility to have such capacity), then the Supplier will so relocate such Services at no cost to VITA. In such a case, the Supplier will make all commercially reasonable efforts to relocate the Services within a timeframe reasonably requested by VITA.
- (b) For any other request by VITA to change the Supplier Facility from where any Services are provided, the Supplier will work in good faith and make commercially reasonable efforts to accommodate such request, subject to the Change Control Procedures.
- (c) For clarity, this **Section 2.2.3 (VITA Requests for Relocations)** in no way limits or supersedes the Supplier's Disaster Recovery and Business Continuity obligations, referenced in **Section 1.10 (Disaster Recovery and Business Continuity)** above.

### 2.3 Time of Performance

2.3.1 The Supplier will provide the resources necessary to complete, and will complete, the Services in accordance with any applicable time schedules set forth in this Agreement.

2.3.2 The Supplier will promptly notify VITA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or

delivery) of any Service. The Supplier will use commercially reasonable efforts to avoid or minimize any delays in performance and will promptly inform VITA of the steps the Supplier is taking or will take to do so, and the projected actual completion (or delivery) time.

**2.4 Manner of Performance.** The Supplier will perform the Services in compliance with this Agreement, and, in cases where this Agreement does not prescribe or otherwise regulate the manner of the Supplier's performance of the Services, in accordance with best industry practices followed by the leading suppliers of similar services.

**2.5 Quality Assurance and Continuous Improvement.** In performing the Services, the Supplier will follow commercially reasonable quality assurance procedures designed to ensure that the Services are performed with a high degree of professional quality and reliability. Such procedures will include checkpoint reviews, testing, acceptance, and other procedures for VITA to continuously confirm the quality of the Supplier's performance. The Supplier, as part of its total quality management process, will provide continuous quality assurance and quality improvement through: (a) the identification and application of proven techniques and tools from other installations within its operations; and (b) the implementation of concrete programs, practices and measures designed to improve performance (including the Service Levels).

### 3. SERVICE LEVELS

**3.1 Service Levels and Other Performance Standards.** Beginning on the Commencement Date (or, if later, the date specified in **Exhibit 3 (Reporting and Service Level Management)**), the Supplier's level of performance will be equal to or exceed the performance standards designated as "Service Levels" in **Exhibit 3 (Reporting and Service Level Management)** (the "**Service Levels**"). For matters not covered by the Service Levels, Supplier shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by the Customers during the twelve (12) months prior to the Commencement Date and at levels that are equal to or higher than the accepted industry standards of leading suppliers of similar services.

For the avoidance of doubt, if Supplier breaches its performance obligations under this Agreement, the fact that such breach did not cause Supplier to miss the applicable Service Level shall not relieve Supplier of responsibility for such breach or any resulting damages.

#### 3.2 Service Level Credits and Deliverable Credits

3.2.1 Supplier recognizes that VITA is paying the Supplier to deliver certain Services at specified Service Levels. If Supplier fails to meet any Service Level, then, in addition to other remedies available to VITA, Supplier shall pay or credit to VITA the Service Level Credits to the extent provided in **Exhibit 3 (Reporting and Service Level Management)**, in recognition of the diminished value of the Services resulting from Supplier's failure to meet the agreed upon level of performance, and not as a penalty.

3.2.2 Supplier further recognizes that the Charges are for the Services including completion of certain Deliverables, including Implementation Milestones, by the time and in the manner set forth in this Agreement. If Supplier fails to meet its obligations with respect to Deliverables that are designated as Critical Deliverables, in addition to other remedies available to VITA, Supplier shall pay or credit to VITA the Deliverable Credits to the extent provided in **Exhibit 3 (Reporting and Service Level Management)** or established as part of a Project Plan or other action plan approval process on a case-by-case basis in recognition of the diminished value of the Services resulting from Supplier's failure to meet the agreed-upon level of performance, and not as a penalty.

- 3.2.3 VITA and the Supplier agree that, under no circumstances shall the imposition of Service Level Credits or Deliverable Credits be construed as VITA's sole or exclusive remedy for any failure to meet the Service Levels or Critical Deliverables to which they relate, and do not preclude additional remedies by VITA for damages related to such failures; provided, however, if VITA recovers monetary damages from Supplier as a result of Supplier's failure to meet a Service Level or Critical Deliverable, Supplier shall be entitled to set-off against such damages any Service Level Credits or Deliverable Credits paid for the failure(s) giving rise to such recovery.

**3.3 Measuring and Reporting Service Levels.** The Supplier will implement and utilize the necessary measurement and monitoring tools and procedures required to measure and report the Supplier's performance of the Services against the applicable Service Levels, at no cost to VITA. Such measurement and monitoring will permit reporting at a level of detail sufficient to verify compliance with the Service Levels, and will be subject to audit by VITA. The Supplier will provide VITA with information and access to such tools and procedures upon request, for purposes of verification. In addition, the Supplier will make available to VITA any data in the Supplier's possession regarding measurements taken by the Supplier with respect to any Service Levels.

## **4. CHARGES**

### **4.1 Charges, Generally**

- 4.1.1 The Charges, as set forth in **Exhibit 4 (Pricing and Financial Provisions)**, will fully compensate the Supplier for providing the Services. VITA will not be required to pay the Supplier any amounts for or in connection with performing the Services and fulfilling the Supplier's obligations under this Agreement other than those amounts expressly payable to the Supplier under this Agreement. Except to the extent otherwise expressly set forth in this Agreement, (a) the Supplier will be responsible for all costs that it or any Supplier Personnel may incur in connection with this Agreement, including for facilities, assets, services, taxes and fees imposed on the Supplier or its employees, infrastructure and other items; and (b) the Supplier may not separately charge and will not be reimbursed for any overhead, or for any tools or other aids used by Supplier Personnel in order to perform Services.
- 4.1.2 In no event will information or changes in circumstances discovered after the Effective Date serve as the basis for the Supplier to adjust its Charges or other terms.

### **4.2 Expenses**

- 4.2.1 The Supplier acknowledges that, except as may be otherwise expressly provided in this Agreement, all expenses that the Supplier incurs in performing the Services are included in the Supplier's Charges and rates provided in this Agreement. Accordingly, such Supplier expenses are not separately reimbursable by VITA. **Exhibit 4 (Pricing and Financial Provisions)** provides the circumstances under which Pass-Through Expenses may be reimbursable by VITA to the Supplier.
- 4.2.2 The Supplier will use commercially reasonable efforts to minimize the amount of expenses for which VITA is responsible. With respect to services or materials paid for on a Pass-Through Expenses basis, VITA reserves the right to: (a) obtain such services or materials directly from a third party; (b) designate the third party source for such services or materials; (c) designate the particular services or materials (e.g., equipment make and model) the Supplier will obtain; (d) designate the terms for obtaining such services or materials (e.g., purchase or lease and lump sum payment or payment over

time); (e) require the Supplier to identify and consider multiple sources for such services or materials; and (f) review and approve in advance all Pass-Through Expenses.

### 4.3 Taxes

4.3.1 Generally. Pursuant to Commonwealth Law, VITA, as a Public Body, is exempt from the assessment of Commonwealth taxes on any property or services acquired under Commonwealth jurisdiction, including sales and use. In addition, VITA is exempt from federal taxes pursuant to 26 United States Code, Sections 4253(i) and (j). Other Customers may be exempt from some or all Federal, State and Local taxes. Such taxes shall not be included in the Charges for VITA. Deliveries against this Agreement shall be free of Federal excise and transportation taxes. Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges. VITA makes no representation whatsoever as to the liability or exemption from liability of the Supplier to any tax imposed by any Governmental Authority and all local, state, federal and other taxes associated with the Services and their performance by Supplier are the Supplier's responsibility.

4.3.2 Regulatory Fees and Other Surcharges. VITA shall pay Federal Universal Service Fund ("FUSF"), all other mandatory surcharges, and taxes for which VITA does not present Supplier with valid tax exemption documentation as applicable to the Services. No other regulatory surcharges shall be assessed under this Agreement. The aforementioned charges shall accurately reflect the amounts that the Supplier is required to pay to government agencies or others, and only for the services on which such obligations are actually applicable.

Notwithstanding the forgoing, Customer and/or Authorized Users of this Agreement who are charged such Taxes, fees, surcharges, and Governmental Charges shall not be responsible for the following six surcharges, which Supplier will either suppress or credit, depending upon its system capabilities:

- Carrier Cost Recovery Charge (CCRC)
- Carrier Annual Regulatory Charge (CARC)
- Property Tax Recovery Charge (PTRC)
- Administrative Expense Fee
- Carrier Access Charge (CAC)
- Gross Receipts Tax Surcharge

No regulatory charges will be applied retroactively, whether as a result of a change in Supplier's policy or some other event.

4.3.3 Tax Filings. The Supplier represents, warrants and covenants that it will file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in all applicable jurisdictions.

**4.4 Invoices.** The following, along with the provisions of **Exhibit 4 (Pricing and Financial Provisions)**, govern the invoicing process:

4.4.1 The Supplier will submit invoices to VITA on a monthly basis, detailing the amounts payable by VITA under this Agreement. There is expected to be a single corresponding invoice per pay period (e.g., monthly), unless VITA instructs Supplier otherwise.



4.4.2 Supplier is responsible for the accuracy of its billing information. VITA will remit payment to the Supplier within thirty (30) days following VITA's receipt of a proper and valid invoice submitted to VITA pursuant to this Agreement; provided that VITA may:

- (a) withhold payment of any amounts that are disputed by VITA in good faith pending resolution of the dispute; and
- (b) in the event that VITA withholds any disputed amount, then VITA and the Supplier will promptly seek to resolve the dispute over the withheld amount by mutual discussion, subject to the dispute resolution procedures described in this Agreement.

4.4.3 For clarity, nothing herein prevents VITA from later disputing any previously paid amount.

4.4.4 The Supplier agrees to provide VITA with documentation and other information with respect to each invoice as may be reasonably requested by VITA to verify accuracy and compliance with the provisions of this Agreement. For the avoidance of doubt, at no time will the Supplier be required to provide VITA or any third party with documentation or information regarding the Supplier's confidential internal cost components used to determine the prices set forth in this Agreement.

4.4.5 Supplier agrees not to issue invoices hereunder until after the Services and Supplier's performance obligations, including Milestone Deliverables, have been performed and Accepted. Charges for Deliverables, components or Services delivered or Accepted more than one hundred eighty (180) days prior to receipt of a valid invoice may not be paid and the Supplier shall not invoice VITA, and VITA will not be obligated to pay, for any charges that have not been properly invoiced within such period.

**4.5 Proration.** Charges under this Agreement that are to be computed on a monthly (or other periodic) basis will be prorated for any partial month (or other period).

**4.6 Prepaid Amounts and Refundable Items.** Where VITA has prepaid for a service or function for which the Supplier is assuming financial responsibility under this Agreement, the Supplier will refund to VITA, upon VITA's request, that portion of such prepaid expense which is attributable to month(s) of and after the Supplier's assumption of such responsibility. Further, if the Supplier should receive a refund, credit or other rebate for goods or services previously paid for by VITA, the Supplier will promptly notify VITA of such refund, credit or rebate and will promptly pay the full amount of such refund, credit or rebate, as the case may be, to VITA.

**4.7 Repeated Over-billing.** Should VITA notify Supplier twice of an overbilling and such overbilling occurs a third time, VITA may assess a one percent (1%) charge for the amount over-billed for the third and all subsequent over-billing occurrences.

## **5. SUPPLIER PERSONNEL**

### **5.1 Responsibility for Supplier Personnel, Generally**

5.1.1 No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by Supplier to perform work on VITA's or any other Customer's behalf hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of VITA or other Customer for any purpose. Neither VITA nor the other Customers has the right, power, authority or duty to supervise or direct the activities of the Supplier Personnel or to compensate Supplier Personnel for any work

performed by them pursuant to this Agreement. Supplier, and not the Eligible Recipients, shall be responsible and liable for the acts and omissions of Supplier Personnel. The Supplier will manage, supervise and provide direction to Supplier Personnel and cause them to comply with the obligations and restrictions applicable to the Supplier under this Agreement. The Supplier will make Supplier Personnel aware of, and cause them to comply with, VITA Rules, including safety and security policies applicable while performing Services at VITA Facilities or accessing VITA Data or VITA's Systems. The Supplier, and neither VITA nor any other Customer, is responsible for all of the acts and omissions of Supplier Personnel, as if such acts are performed by the Supplier.

#### 5.1.2 Employment Laws, Work Authorizations, and Tax Residence.

- (a) The Supplier will be solely responsible for maintaining compliance with all applicable employment, immigration, working conditions, wage, benefits (including health care), tax and similar Laws, policies and procedures with respect to Supplier Personnel (including for any cost relating to visa processing or application fees).
- (b) As requested, the Supplier will provide VITA with written evidence of work authorization for any or all personnel assigned to VITA and demonstrate its compliance with applicable immigration Laws, and bear all expenses. In the United States, applicable immigration Laws include, but are not limited to, as amended, the Immigration and Reform Act of 1986, the Immigration and Nationality Act of 1947, the L-1 Visa (Intra-company Transferee) Reform Act of 2004 and the H-1B Visa Reform Act of 2004 (in each case, as may be amended). To the extent applicable, the Supplier must ensure that it maintains a sufficient number of visa-ready individuals to perform the Services.

**5.2 Qualifications and Training.** The Supplier Personnel assigned to perform the Services will have appropriate skills, experience and training to enable them to perform such Services in a professional and workmanlike manner, consistent with generally accepted industry standards. Throughout the Term, the Supplier will establish and maintain policies, procedures and training programs reasonably designed to assist Supplier Personnel in complying with the Supplier's duties and obligations under this Agreement.

**5.3 Screening and Background Checks.** The Supplier at its sole cost and expense, will conduct background checks (including national fingerprint record checks for those individuals with logical or physical access to the Managed Environment, or to VITA or Customer Systems, that store, process or transmit Confidential Information and, as requested, VITA and Customer sites), drug testing, criminal history investigations and related screening on all employees, contractors and subcontractors proposed to be assigned to perform Services prior to such assignment in accordance with the Supplier's applicable policies and procedures and subject to VITA Rules; provided that, VITA or any other particular Customer may elect to conduct such background checks (including national fingerprint record checks) themselves in lieu of the Supplier, in which case the Supplier will reimburse VITA or the applicable Customer for the costs incurred in performing such background checks.

Any background checks conducted by the Supplier must be no less stringent than and must comply with the background checks and related screening requirements set forth in VITA Rules (or as otherwise required by VITA and the applicable Customer, as communicated to the Supplier) for which the Services will be performed, as such standards are in effect as of the Effective Date, subject to any changes thereto during the Term. On a regular basis, the Parties will review changes in the background check criteria. The Supplier will not engage any employee, contractor or subcontractor in the performance of Services if the results of such person's background check and screening do not meet the criteria acceptable to VITA and the requirements of the applicable Customer as set forth in VITA Rules (or as otherwise required by VITA or the applicable Customer and communicated in writing to the Supplier). All the Supplier employees,

contractors and subcontractors (regardless of whether such persons were Transitioned Personnel) assigned to perform the Services will be subject to background checks meeting the qualifications of this **Section 5.3 (Screening and Background Checks)** and any other requirements (e.g., location-specific requirements or Customer-specific requirements) provided in any VITA Rules, at any time throughout the Term. The Supplier will immediately remove from the VITA account any Supplier employee, contractor or subcontractor whose background check results do not meet the requirements of VITA or the other applicable Customers.

#### 5.4 Removal and Replacement of Supplier Personnel

- 5.4.1 VITA or other applicable Customer may immediately remove any Supplier Personnel from any VITA Facilities, as deemed appropriate, including if the person is threatening or abusive, commits a crime, engages in an act of dishonesty while performing Services or violates VITA's Rules pertaining to safety, security or use of VITA Facilities or the data privacy and protection obligations under this Agreement.
- 5.4.2 VITA may require the Supplier to remove any individual Supplier Personnel from the performance of Services if VITA reasonably determines that the individual is not suitable to perform the Services. Any such removal will be performed immediately following request from VITA; provided that, where practicable, VITA will attempt to discuss the issue with the Supplier prior to making such request. The Supplier will, unless VITA requests otherwise, assign a replacement resource to the Services as soon as practicable.
- 5.4.3 In the event that the Supplier replaces any Key Personnel performing Services under this Agreement with another person (whether at the request of VITA, or otherwise), at VITA's option, the Supplier will provide an overlap period where both Supplier Personnel (i.e., the person to be removed as well as the incoming person) will be assigned to provide the relevant Services. During such overlap period, there will be no additional Charges for the "extra" resource.
- 5.4.4 Removals or replacements of Supplier Personnel under this **Section 5.4 (Removal and Replacement of Supplier Personnel)** (or otherwise in accordance with this Agreement) do not excuse the Supplier from its obligations under this Agreement.

**5.5 Subcontracting.** The Supplier may subcontract or delegate the performance of Services only in accordance with the following:

- 5.5.1 The Supplier will not subcontract (or permit further subcontracting) for performance of, or delegate any of its responsibilities under this Agreement to another party, (but excluding an Affiliate of the Supplier), without first obtaining the prior written approval of VITA.
- 5.5.2 When seeking VITA's approval for a Subcontractor, the Supplier will (a) give VITA reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor and the results of any due diligence carried out with regard to the proposed Subcontractor; and (b) at VITA's request, provide VITA a description of the scope and material terms (other than financial) of the proposed subcontract. VITA may approve or reject proposed Subcontractors in its discretion. VITA may require the Supplier to replace any previously approved Subcontractor found, in the reasonable

judgment of VITA, to be unacceptable, including if the Subcontractor fails to satisfy the Supplier's obligations under this Agreement.

- 5.5.3 The Supplier may use Subcontractors to perform the Services to the extent permitted by VITA's approval. The Supplier is responsible for managing all Subcontractors. The Supplier remains responsible for all Functions delegated to Subcontractors to the same extent as if such Functions were to be performed by the Supplier acting through its officers, directors, employees, and agents and, for purposes of this Agreement, such Functions will be deemed Functions performed by the Supplier. In no event will the Supplier be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. The Supplier will be VITA's sole point of contact regarding the Services, including with respect to payment.
- 5.5.4 If this Agreement and the Services provided by Supplier are supported in whole or in part with federal funds Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs.
- 5.5.5 In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.
- 5.5.6 It is the policy of the Commonwealth that small businesses and micro businesses, including those owned by women, minorities or disabled veterans, will have a fair and equal opportunity to participate in the Commonwealth purchasing process. Therefore, the Commonwealth encourages the Supplier to subcontract portions of the Services under this Agreement to such businesses.
- 5.5.7 The Supplier will use commercially reasonable efforts to identify and prevent a potential subcontractor Organizational Conflict of Interest and will inform VITA of any activity or relationship that the Supplier has reason to believe may create an Organizational Conflict of Interest.

**5.6 Identification of Supplier Personnel.** Except as specifically authorized by VITA, each of the Supplier Personnel will clearly identify themselves as such and not as employees of the Commonwealth, VITA or any other Customer. This will include any and all communications, whether oral, written or electronic, unless and to the extent authorized by VITA in connection with the performance of specific Services. Each of the Supplier Personnel will wear a badge issued by VITA or the relevant Customer when at a facility of VITA or any other Customer. Badges worn by Supplier Personnel will identify each such individual as Supplier's employees, agents or subcontractors.

**5.7 Key Personnel.**

- 5.7.1 Certain Supplier Personnel positions shall be designated as "Key Personnel" positions, to be filled by approved Supplier Personnel in accordance with this section (each, a "Key Personnel"). As of the Effective Date, the Key Personnel positions are set forth in Exhibit 5.1 (Key Personnel). Subject to the total number of Key Personnel positions not exceeding 20, VITA may, in its sole discretion, change the particular Supplier Personnel positions that are designated as Key Personnel from time to time. With the Supplier's approval, which shall not be unreasonably withheld, VITA may increase the number of Supplier Personnel positions designated as Key Personnel.

- 5.7.2 The Key Personnel approved by VITA as of the Effective Date to fill the designated Key Personnel positions are listed in Exhibit 5.1 (Key Personnel). Supplier shall identify and obtain VITA's written approval of Supplier Personnel to fill any unfilled Key Personnel positions prior to the initiation of Implementation Services, unless otherwise specified in Exhibit 5.1 (Key Personnel).
- 5.7.3 Supplier will cause each of the Supplier Personnel filling each Key Personnel position (whether as of the Effective Date, or during the Term, including replacement Key Personnel) to be full-time dedicated to the provision of the Services, unless Exhibit 5.1 (Key Personnel) expressly states otherwise with respect to the particular Key Personnel position. Further, Supplier shall not transfer, reassign or remove any Supplier Personnel from his or her Key Personnel position (or deliver or announce its intention or desire to do so) without VITA's prior written approval, until the shorter of (a) the Services for which such person has been assigned or other activities for which such person is responsible have been completed or terminated, and (b) twenty-four (24) months (or shorter period designated for such Key Personnel position in Exhibit 5.1 (Key Personnel)) have passed since such Supplier Personnel's assignment to such Key Personnel position began, excepting for cases of death, disability, leave, resignation or involuntary termination of employment for cause. VITA may not withhold any such approval except in its reasonable discretion.
- 5.7.4 For each Key Personnel position, the Supplier shall maintain (a) a retention strategy designed to retain the Supplier Personnel in such Key Personnel position for the prescribed period, and (b) a current and active succession plan. The Supplier will share such retention strategy(s) and succession plan(s) with VITA upon request.
- 5.7.5 In connection with any change in Key Personnel, the Supplier will:
- (a) give VITA, where possible at least sixty (60) days advance notice of a proposed change in Supplier Personnel filling a Key Personnel position (and where sixty (60) days is not possible, as much advance notice as is possible), and will discuss with VITA any objections or specific objectives the Parties may have;
  - (b) expeditiously identify and seek VITA's approval of a suitable replacement, which VITA will expeditiously provide or reject; and
  - (c) arrange (unless the circumstance of such change prevents) for the proposed replacement Key Personnel to work side-by-side with the incumbent Key Personnel for at least thirty (30) days during the notice period to effect a seamless transfer of knowledge prior to the incumbent leaving the Key Personnel position.
- 5.7.6 In all events (including following the minimum period applicable to Key Personnel positions), the Supplier shall not transfer, remove or re-assign:
- (a) any Supplier Personnel from a Key Personnel position unless and until the Supplier has (1) given VITA reasonable prior notice of such transfer, reassignment or removal, (2) a suitable replacement has been identified by Supplier and approved by VITA at least thirty (30) days prior to the effective date of such transfer, reassignment or removal, (3) demonstrated to VITA's reasonable satisfaction that, such removal, re-assignment or transfer will not have an adverse impact on delivery of the Services or VITA's operations, and (4) completed any and all necessary knowledge transfer between the departing Key Personnel and the VITA-approved replacement; or

(b) more than two (2) of the Supplier Personnel serving in Key Personnel positions from such Key Personnel positions in any six (6) month period.

5.7.7 Before assigning a Supplier Personnel as a Key Personnel, whether as an initial or subsequent assignment, the Supplier will notify VITA of the proposed assignment, introduce the individual to appropriate VITA representatives and, consistent with the Supplier's personnel practices, provide VITA a curriculum vitae and other information about the individual and his or her background and experience as reasonably requested by VITA. Upon request, the Supplier will provide VITA representatives an opportunity to meet with the proposed Key Personnel. If VITA in good faith objects to the proposed assignment, the Parties will attempt to resolve VITA's concerns on a mutually agreeable basis. If the Parties are not able to resolve VITA's concerns within ten (10) Business Days, or as otherwise agreed, the Supplier shall not assign such individual to that position and shall propose another Supplier Personnel of suitable ability and qualification, in accordance with the foregoing.

5.7.8 For the purpose of the Supplier's performance management, the Supplier will, at VITA request, hold an annual joint session with VITA to review account goals and objectives as well as to receive feedback relative to the past year's performance.

## **5.8 Account Executive and Manager**

5.8.1 The Supplier will maintain an account executive who will be dedicated full-time to VITA's account and who will serve as a single point of contact with authority over, and accountability for, the overall executive management and oversight of the VITA account (the "Account Executive"). The Account Executive will be deemed a "Key Personnel" and such position shall conform to the Key Personnel provisions set forth in Section 2.0 above, including length of assignment. The Account Executive (a) will be acceptable to VITA, in VITA's sole discretion, (b) will meet regularly with the Executive Director, Platform Relationship Office (PRO) of VITA or other VITA designee at designated VITA Facility, and (c) will have the power and authority to make decisions with respect to actions to be taken by the Supplier in the executive management and oversight of the VITA account.

5.8.2 The Supplier will maintain an account manager who will be dedicated full-time to VITA's account and who will serve as a single point of contact with authority over, and accountability for, the Services delivery responsibilities and actions taken or to be taken by the Supplier under this Agreement (the "Account Manager"). The Account Manager will be deemed a "Key Personnel" and such position shall conform to the Key Personnel provisions set forth in Section 2.0 above, including length of assignment. The Account Manager (a) will be acceptable to VITA, in VITA's sole discretion, (b) will be the primary point of accountability for the Supplier in dealing with Services delivery under this Agreement, except in cases where the Parties agree that other Supplier Personnel will act as points of contact with VITA with respect to specifically identified subject matter or areas, (c) will have overall responsibility for managing and coordinating the delivery of the Services, including for customer satisfaction and Service Level attainment, (d) will meet regularly with the VITA representatives designated by VITA from time to time at designated VITA Facility(ies), and (e) will have the power and authority to make decisions with respect to actions to be taken by Supplier in the ordinary course of day-to-day performance of the Services and management of VITA's account in accordance with this Agreement.

## 5.9 Personnel Projection Matrix

- 5.9.1 VITA acknowledges that Supplier will assign Supplier Personnel to the extent necessary and sufficient to deliver the Services in accordance with this Agreement. As such, Supplier's projection of Supplier Personnel set forth in Exhibit 5.2 (Personnel Projection Matrix) is both indicative and approximate, and actual Supplier Personnel deployed may vary in roles and quantity. Indeed, VITA expects and endorses that the mix and quantities of identified Supplier Personnel will change materially over the term. Supplier agrees to meet with VITA and promptly address any reasonable concerns of VITA or other Customers regarding Supplier's performance under this Agreement as they might relate to the mix and quantities of Supplier Personnel supporting the Services.
- 5.9.2 Notwithstanding the foregoing, Supplier will provide VITA with an updated Personnel Projection Matrix six (6) months following the Commencement Date and semi-annually thereafter.

**5.10 Location of Supplier Personnel.** Without limiting other Supplier Obligations under this Agreement, including with respect to use and location of Supplier Facilities, Supplier Personnel must perform the Services within the United States and must be legally allowed to work in the United States.

## 6. TERM

**6.1 Term.** This Agreement is effective and legally binding as of the Effective Date and shall continue to be effective and legally binding through June 14, 2024 subject to this Agreement being terminated earlier or extended pursuant to its terms (the "**Term**").

**6.2 Renewal Terms.** VITA will have the option to extend the initial Term of this Agreement for periods of up to two (2) years on the terms, conditions and pricing then in effect (each a "**Renewal**"). VITA will have two (2) such Renewal options (and may renew this Agreement in whole or in part under each Renewal). The Parties shall make every commercially reasonable effort to begin discussions regarding Renewal 180 days prior to the expiration of the Term. VITA may exercise a Renewal option by providing written notice to the Supplier no later than) 30 days prior to the then-current Term expiration date.

## 7. USE OF VITA RESOURCES.

This **Section 7 (Use of VITA Resources)** sets forth the terms under which certain resources used by VITA prior to the Effective Date will be transferred or otherwise made available to the Supplier for use in providing the Services. RIGHTS OF USE GRANTED BY VITA TO SUPPLIER UNDER THIS **SECTION 7 (USE OF VITA RESOURCES)** ARE GRANTED ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTIES OF ANY KIND.

### 7.1 VITA Owned and Leased Equipment.

- 7.1.1 To the extent required elsewhere in this Agreement or otherwise upon VITA's request, the Supplier will use VITA Owned Equipment and VITA Leased Equipment to perform the Services. Such Equipment will be used solely as necessary to perform the Services.
- 7.1.2 For VITA Owned Equipment, VITA grants to the Supplier, without sale, the right to use the VITA Owned Equipment, if any, during the Term during its remaining useful life until, for each item of Equipment, it is no longer required for the performance of the Services.

- 7.1.3 For VITA Leased Equipment, VITA grants to the Supplier, without assignment of the lease but subject to the Parties obtaining any Required Consents pursuant to **Section 7.6 (Required Consents)**, the right to use the VITA Leased Equipment, if any, during the Term (or the applicable lease term, if shorter) solely as necessary to perform the Services. Such equipment will be made available until the earlier of (a) the point at which it is no longer required for the performance of the Services, or (b) the end of the applicable lease term. The Supplier will comply with the terms and conditions imposed on VITA by the leases for such equipment that have been disclosed to the Supplier.
- 7.1.4 Notwithstanding the foregoing, to the extent expressly set forth in **Exhibit 4 (Pricing and Financial Provisions)**, but subject to the Parties obtaining any Required Consents pursuant to **Section 7.6 (Required Consents)**, the leases for certain Equipment may be assigned to the Supplier. The Supplier will assume and agree to perform all obligations under such assigned leases arising on or after the effective date of such assignment. Such assignment will not include any assignment or transfer by VITA or the other Customers of any Intellectual Property Rights created or acquired under such leases prior to the date of such assignment. VITA (or the applicable Customer) and the Supplier will execute and deliver mutually satisfactory assignment and assumption agreements with respect to the assigned leases. The Supplier will obtain for the benefit of VITA and the other Customers a release of any of its and their obligations under the assigned leases, and the Supplier will comply with the terms of any such assigned lease.

**7.2 VITA Third Party Contracts.** Subject to the Parties obtaining any Required Consents pursuant to **Section 7.6 (Required Consents)**:

- 7.2.1 VITA grants to the Supplier, without assignment of such contract, the right to use the services provided to VITA under the VITA Third Party Contracts, if any, during the Term solely as necessary to perform the Services. The Supplier will comply with the terms and conditions applicable to VITA under the VITA Third Party Contracts that have been disclosed to the Supplier. When a VITA Third Party Contract is no longer required for performance of the Services, or (if sooner) at the end of the applicable contract term, the Supplier will cease use of such VITA Third Party Contract.
- 7.2.2 Notwithstanding the foregoing, to the extent expressly set forth in **Exhibit 4 (Pricing and Financial Provisions)**, certain Third Party contracts may be assigned to the Supplier. The Supplier will assume and agree to perform all obligations under such assigned contracts arising on or after the effective date of such assignment. Such assignment will not include any assignment or transfer by VITA or the other Customers of any Intellectual Property Rights created or acquired under such contracts prior to the date of such assignment. VITA (or the applicable Customer) and the Supplier will execute and deliver mutually satisfactory assignment and assumption agreements with respect to the assigned Third Party contracts. The Supplier will obtain for the benefit of VITA and the other Customers a release of any of its and their obligations under the assigned contracts, and the Supplier will comply with the terms of any such assigned lease.

**7.3 VITA Owned Software.** VITA (and each of the other Customers) retains all of its right, title and interest in and to the VITA Owned Software. The Supplier is permitted to use the VITA Owned Software in accordance with the license granted in **Section 11.3 (Work Product)**. When VITA Owned Software is no longer required for performance of the Services, the Supplier will promptly return such software to VITA in an agreed format or, at



VITA's election, destroy it and certify the destruction of all copies in the Supplier's (or any of its Subcontractor's) possession or control.

**7.4 VITA Licensed Software.** Subject to the Parties having obtained any Required Consents pursuant to **Section 7.6 (Required Consents)**:

- 7.4.1 As of the Effective Date, VITA grants to the Supplier, without assignment of the license, such rights during the Term (or the applicable license term, if shorter) as VITA has (or later obtains) to use the VITA Licensed Software, if any, but only as necessary to perform the Services. The Supplier will comply with the terms and conditions imposed on VITA by the license for such software that have been disclosed to the Supplier. When VITA Licensed Software is no longer required for performance of the Services, the Supplier will return such software to VITA in an agreed format or, at VITA's election, destroy it and certify the destruction of all copies in the Supplier's (or any of its Subcontractor's) possession or control.
- 7.4.2 Notwithstanding the foregoing, to the extent expressly set forth in **Exhibit 4 (Pricing and Financial Provisions)**, certain Software licenses and maintenance agreements may be assigned to the Supplier. The Supplier will assume and agree to perform all obligations under such assigned licenses arising on or after the effective date of such assignment. Such assignment will not include any assignment or transfer by VITA or the other Customers to the Supplier of any Intellectual Property Rights created or acquired under such contracts prior to the date of such assignment. VITA (or the applicable Customer) and the Supplier will execute and deliver mutually satisfactory assignment and assumption agreements with respect to the assigned Software licenses. The Supplier will obtain for the benefit of VITA and the other Customers a release of any of VITA's and Customer's obligations under the assigned licenses and agreements, and the Supplier will comply with the terms of any such assigned license or agreement.

**7.5 Terms Applicable to VITA Facilities**

- 7.5.1 Except as expressly provided otherwise in this Agreement, the Supplier is responsible for providing the facilities and facilities-related support it needs to provide the Services.
- 7.5.2 To the extent the Supplier utilizes VITA Facilities to provide the Services, the Supplier's use of the VITA Facilities will be for the sole and exclusive purpose of providing the Services and will be subject to the terms set forth in this **Section 7.5 (Terms Applicable to VITA Facilities)**.
- 7.5.3 For Supplier Personnel working on-site at VITA Facilities, VITA will provide commercially standard workspace for each individual to perform work, as well as access to any required office equipment (printer, copier, etc.). The Supplier will be responsible for addressing, in its discretion and at its cost, any requests by such on-site Supplier Personnel for additional workplace accommodations (e.g., to their workspaces or otherwise at VITA Facilities), which accommodations will be appropriately discussed and coordinated with VITA or other Customer, as applicable.
- 7.5.4 The Supplier will use the VITA Facilities in an efficient manner and in a manner that does not interfere with VITA's business operations. The Supplier will keep the VITA Facilities in good order, not commit or permit waste or damage to them or use them

for any unlawful purpose or act or any purpose other than the provision of the Services. The Supplier will comply with VITA's standard policies and procedures and all security requirements and with applicable leases made available to the Supplier regarding access to and use of the VITA Facilities, including procedures for the physical security of the VITA Facilities. The Supplier is responsible for any damage to VITA Facilities resulting from its use of the VITA Facilities.

- 7.5.5 The Supplier will permit VITA and its agents and representatives to enter any portions of the VITA Facilities occupied by Supplier Personnel at any time.
- 7.5.6 The Supplier may not make improvements or changes involving structural, mechanical or electrical alterations to the VITA Facilities without VITA's prior written approval. Any improvements to the VITA Facilities will become the property of VITA.
- 7.5.7 When VITA Facilities are no longer required for performance of the Services (or at the end of the applicable lease term, whichever is shorter), the Supplier will return them to VITA in substantially the same condition as when the Supplier began use of them, subject to reasonable wear and tear.
- 7.5.8 VITA may, upon reasonable prior written notice to the Supplier, add, remove or change VITA Facilities.

## 7.6 Required Consents

- 7.6.1 VITA, with the cooperation of the Supplier, is responsible for obtaining Required Consents under any of the leases, contracts or licenses referred to in this **Section 7 (Use of VITA Resources)**. VITA will pay any fees (such as transfer or upgrade fees) required to obtain a Required Consent. Unless and until any Required Consent has been obtained, the Supplier will determine and adopt, subject to VITA's prior approval, such alternative approaches as are necessary and sufficient for the Supplier to provide the Services without the Required Consent. If VITA gives ninety (90) days' notice of its expected failure to obtain a Required Consent by the required date, the alternative approaches shall be at no cost to VITA.
- 7.6.2 If VITA is not able to obtain any such Required Consent, or if VITA elects not to obtain a Required Consent because of the cost or other terms required to obtain such Required Consent, VITA reserves the right to remove from the scope of this Agreement any affected or related Services, and in such event the Charges will be reduced using the unit rates and charging methodologies provided in **Exhibit 4 (Pricing and Financial Provisions)**, or otherwise in an equitable manner to the extent such unit rates and charging methodologies do not apply to the withdrawn portions of the Services.

## 8. RESOURCE ACQUISITIONS DURING THE TERM

### 8.1 General Responsibility and Compatibility

- 8.1.1 The Supplier will provide the Services using equipment, software, tools and processes that are compatible with those used by VITA and other Integrated Suppliers. This includes implementing and maintaining interfaces with VITA and other supplier problem management, change control, and configuration management systems to the extent required to maintain such compatibility.

- 8.1.2 The Supplier will conform to and support VITA Rules, including respecting architecture, standards, and strategic direction in rendering the Services. Any equipment and software provided by or on behalf of the Supplier that connects to VITA's IT infrastructure will comply with all such architecture, standards, and strategic direction and other VITA Rules.
- 8.1.3 Supplier will be responsible for the preparation and implementation of the Refresh plan. No later than thirty (30) days following the Commencement Date, Supplier will prepare a Refresh plan for VITA's approval, which will identify the Equipment and Software to be refreshed during the following 12 months in accordance with Supplier's Refresh obligations. Supplier will report on progress against the Refresh plan on a quarterly basis and update the plan annually.
- 8.1.4 Supplier shall Refresh the Equipment and Software throughout the Term in accordance with the approved Refresh plan, which shall incorporate the following considerations:
- a) Prioritize the Refresh of Equipment and Software which is found to be non-compliant with VITA Rules
  - b) Refresh Equipment and/or Software to remediate Pre-Existing Issues promptly and in any case no later than thirteen (13) months after the Commencement Date
  - c) Where feasible, coordinate the Refresh of Equipment with Supplier's migration of Services to Supplier's standardized platforms, and in a manner that allows Supplier to minimize the number of Site visits
  - d) Refresh Equipment no later than manufacturer's end of support date
  - e) Refresh the Equipment and Software which will maximize the benefit for VITA (the oldest Equipment and Software and those with the highest business impact shall have Refresh priority) while minimizing the business disruption caused by the Refresh
  - g) Refresh and maintain Software in versions as set forth in **Exhibit 2 (Description of Services and Solution)**.

## 8.2 Equipment

- 8.2.1 Except for Equipment for which this Agreement expressly assigns financial responsibility to VITA, the Supplier is responsible for acquiring, at its expense, the Equipment (including modifications, upgrades, enhancements, additions and replacements of equipment) as necessary or appropriate to render the Services in compliance with this Agreement. With respect to such Equipment:
- (a) The Supplier will acquire the equipment in the name of the Supplier;
  - (b) The Supplier will use commercially reasonable efforts to acquire the right to assign to VITA (and other Customers) the equipment leases and applicable maintenance contracts for such equipment if the Supplier ceases to provide the Services. If the Supplier is unable to obtain such right to assign, the Supplier will explore any alternatives, and provide such

information to VITA, including any ramifications to the Services that may arise out of using alternative equipment; and

- (c) If such leased equipment is to be used on a dedicated basis for VITA, then, without VITA's prior written consent, the Supplier will not procure any such leased equipment (i) if the Supplier would not have the right to assign as described above, (ii) if the lease term extends beyond the then-current Term, or (iii) if the lease payment obligations are weighted disproportionately higher in later periods as opposed to earlier periods.

### 8.3 Software and Tools

- 8.3.1 Except for software and tools for which this Agreement expressly designates VITA as having financial responsibility, the Supplier is responsible for acquiring the software and tools (including modifications, upgrades, enhancements, additions and replacements of software and tools) as necessary or appropriate to render the Services, in its own name, subject to the remainder of this **Section 8.3 (Software and Tools)**.
- 8.3.2 The Supplier will not use any Supplier-owned (or Supplier Affiliate-owned) software or tools to provide the Services without VITA's prior written consent, which may be granted or withheld in VITA's discretion. The Supplier grants to VITA (and designees including any then-current or future Integrated Suppliers or other Agent for the sole purpose of providing services to or for the benefit of VITA and Customers), a perpetual, worldwide, fully paid up, non-exclusive, transferrable license to Use the Supplier-owned, and the Supplier Affiliate-owned, software and tools used by the Supplier to provide the Services (including Source Code, programmer interfaces, available Documentation, manuals and other items that may assist VITA with the Use of such software and tools) to provide services similar to the Services to or for the benefit of VITA and the Customers, at no additional charge to VITA. Such license will be effective during the Term and thereafter (including in connection with a partial termination or expiration of this Agreement). The Parties will mutually agree on applicable terms for the Supplier's support of such software and tools after such termination or expiration; provided that in no event will such terms be more restrictive or otherwise less favorable than offered by the Supplier to similar entities in similar circumstances, and further provided that if VITA elects, support for such software and tools will be done on a time and materials basis using the Personnel Rates set forth in **Exhibit 4 (Pricing and Financial Provisions)**.
- 8.3.3 The Supplier will not utilize any third party owned software or tools to provide the Services that are not generally commercially available without VITA's prior written consent, which may be granted or withheld in VITA's discretion. Without limiting VITA's rights under this Section, as a condition to granting such consent and at no additional charge to VITA, VITA may require the Supplier to obtain for VITA (a) a perpetual, non-exclusive, transferrable license for VITA and the other Customers (and their respective Agents) to Use such non-commercially available third party software and tools (including, where made available to the Supplier, Source Code, programmer interfaces, Documentation, manuals and other materials that may assist with the Use of such software and tools), and (b) a commercially reasonable maintenance and support agreement, to provide services similar to the Services to or for the benefit of VITA and the Customers, at no additional charge to VITA. If the Supplier nonetheless utilizes such third party software or third party tools without obtaining VITA's prior written approval, the Supplier will be obligated to obtain the license (and the

maintenance and support agreement) described in the prior sentence at no charge to VITA. Any such third party owned software provided by Supplier as part of its Services, that is licensed directly from the third party owner through an end user licensing agreement (EULA) shall be subject to the License Agreement Addendum attached hereto as **Attachment D (License Agreement Addendum)**. Supplier shall ensure that any such third party software owner executes such License Agreement Addendum. The third party software owner's end user licensing agreement, together with the License Agreement Addendum executed by the third party software owner shall be provided to VITA.

## 9. IMPLEMENTATION

**9.1 Implementation Generally.** Starting on the Effective Date, the Supplier will perform the Services necessary to complete the Implementation in accordance with the terms set forth in this Agreement, including **Exhibit 2 (Description of Services and Solution)** (collectively, the "**Implementation Services**"). The Implementation Services will be conducted in accordance with the Implementation Plan, which is described in more detail below.

### 9.2 Performance and Completion of Implementation

- 9.2.1 The Supplier will comply with the agreed timetable for performance of each Implementation Milestone and identify and resolve, or assist VITA in the resolution of, any problems encountered in the timely completion of each Implementation Milestone and other Implementation activities. An Implementation will not be considered to be complete until the final Implementation Milestone has been Accepted by VITA in accordance with the Acceptance Criteria and procedures described in the Implementation Plan.
- 9.2.2 VITA Responsibilities (including the responsibilities of third party suppliers) with respect to Implementation Milestones will be as expressly set forth as such in the Implementation Plan.
- 9.2.3 VITA reserves the right to monitor, test and otherwise observe and participate in the Implementation. The Supplier will notify VITA without delay if such monitoring, testing, or participation has caused (or if the Supplier expects it to cause) a problem or delay in an Implementation, and will work with VITA to prevent or circumvent the problem or delay.
- 9.2.4 Acceptance testing of the results of Implementation activities will be carried out in accordance with the Deliverable Acceptance process described in **Section 10 (Deliverables)**, subject to any Acceptance test plan or other specific terms set out in **Exhibit 2 (Description of Services and Solution)**.
- 9.2.5 The Supplier will perform all Implementation activities in a manner that minimizes a disruption to VITA's or other Customer's business operations.
- 9.2.6 Pre-existing/legacy functions that are within the scope of the Supplier's obligations will not be displaced by the Services until the Supplier has demonstrated to VITA's reasonable satisfaction that the affected processes and operations have been successfully migrated to the Supplier and are and will be functioning properly in that environment.

9.2.7 In addition to any Deliverable Credits that may be applicable pursuant to **Exhibit 3 (Reporting and Service Level Management)**, if any Implementation Milestone is not completed on schedule, and the delay is due to the Supplier (including its Subcontractors), then without prejudice to VITA's other rights and remedies under this Agreement:

- (a) If the Supplier's Charges to VITA are greater than they would have been if the delayed Implementation Milestone had been completed on schedule, the Supplier will reduce its Charges to the amount it would have charged had the delayed Implementation Milestone been completed on schedule;
- (b) If VITA incurs demonstrable excess or continuing costs that would not have been incurred if the delayed Implementation Milestone had been completed on schedule (e.g., VITA is required to continue to provide services internally or procure them externally for a longer period than contemplated), and such excess or continuing costs exceed any Deliverable Credits earned by VITA, then the Supplier will give VITA an additional credit against the Supplier's monthly Charges in an amount equal to the difference between such excess or continuing costs and the Deliverable Credits. VITA will make commercially reasonable efforts to mitigate any of the costs for which it seeks a credit under this **Section 9.2.7**; and
- (c) For clarity, VITA will have the right to withhold payment of Implementation Charges associated with any Implementation Milestone as well as fees for subsequent Implementation activities affected by the delay until VITA has Accepted the applicable Implementation Milestone.

Without limiting other remedies as may be available to VITA at law or in equity, the Supplier hereby acknowledges the remedies provided above in recognition of the risk such default and delay would cause VITA and the inherent difficulty of predicting the damages such default and delay would cause.

**9.3 Implementation Plan.** The Implementation will be conducted in accordance with the approved written Implementation Plan, which written plan will include: (a) a description of the technology methods and procedures, personnel, and organization that the Supplier will use to perform such Implementation; (b) a schedule of Implementation activities; (c) a detailed description of the respective roles and responsibilities of VITA and other Customers, the Supplier and other parties; (d) identification of the specific resources to be provided by VITA or any other Customers to support the Implementation; (e) the completion date for each Implementation activity; (f) the Acceptance Criteria (and, if appropriate, testing) to be applied by VITA in evaluating Implementation Deliverables and Implementation Milestones; (g) a description of any one-time or other Charges to VITA which are associated with the Implementation Plan, including Deliverable Acceptance Criteria and timing for payment(s); and (h) such other information and planning as are necessary to ensure that the Implementation takes place on schedule and without disruption to VITA or other Customer operations. The Supplier will be responsible for preparing, revising, and finalizing the plans; provided that: (x) the Supplier will cooperate and work closely with VITA in finalizing the Implementation Plan (including incorporating VITA changes, modifications, and enhancements to the Implementation Plan and addressing VITA comments); and (y) the final Implementation Plan (and any changes thereto, including any Implementation activities agreed upon after the Implementation start date) will be subject to written approval by VITA. A draft of the Implementation Plan is provided in **Exhibit 2 (Description of Services and Solution)**, and the final Implementation Plan will not alter any requirements in the draft Implementation Plan without the mutual agreement of the Parties.

**9.4 Suspension or Delay of Implementation Activities.** VITA shall have the right, in its sole discretion, to suspend or delay the performance of the Implementation Services and/or the transition of all or any part of the Services. If VITA exercises such right and its decision is based, at least in material part, on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under this

Agreement, VITA shall not incur any Charges nor shall VITA be required to reimburse expenses in connection with such decision. If VITA's decision is not based, at least in material part, on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under this Agreement, VITA shall reimburse Supplier for any additional expenses reasonably incurred by Supplier as a result of such decision, provided that Supplier notifies VITA in advance of such expenses, obtains VITA's approval prior to incurring such expenses, and uses commercially reasonable efforts to minimize such expenses.

## 10. DELIVERABLES

**10.1 Definition.** "**Deliverable**" is defined in Exhibit 1.1 (Definitions).

**10.2 Software-Related Deliverables.** The Supplier will adequately and comprehensively test any software-related Deliverables prior to providing them to VITA. Software Deliverables will be provided in both Source Code and object code forms.

### 10.3 Review and Acceptance of Deliverables

10.3.1 Upon the Supplier's delivery of a Deliverable and certification that the Deliverable complies in all material respects to the technical, design and functional specifications, VITA may review and, if applicable, test such Deliverable to determine whether it is free from errors and defects and meets the technical, design or functional specifications of any applicable Acceptance Criteria. Exhibit 2 (Description of Services and Solution) and the Service Management Manual may set forth the specific procedure for review and testing by VITA of each Deliverable. The Review Period for each Deliverable will be thirty (30) Business Days after delivery ("**Review Period**"). The Supplier will assist VITA as VITA reasonably requires in review and testing, including by cooperating with the efforts, providing a technical environment to facilitate such review, and providing applicable documentation and information that may assist in such review and testing.

10.3.2 Prior to the expiration of the applicable Review Period, VITA will provide the Supplier a written statement (a "**Deliverable Review Statement**") indicating Acceptance or rejection ("**Rejection**") of the Deliverable. In the event of Rejection, VITA will give its reasons for Rejection with reasonable details of the Non-Conformities.

10.3.3 Notwithstanding the foregoing or anything else to the contrary,

- (a) If VITA does not provide a Deliverable Review Statement by the end of the Review Period, then the Supplier shall inform VITA and provide VITA an additional Review Period of at least fifteen (15) Business Days. If VITA does not Accept or deliver a Rejection by the end of the additional Review Period, then Supplier may escalate for resolution through the governance process under this Agreement. Acceptance will occur only through a Deliverable Review Statement. In no event will a Deliverable be deemed to be Accepted by VITA, even where payment is made for the Deliverable, the Deliverable is used in production, or any other basis;
- (b) Where the use of a completed Deliverable is conditioned upon another event or use with another Deliverable or product that is not available as of the time of delivery of the Deliverable ("**Conditional Event**"), then VITA Acceptance will be conditional, and VITA will have an additional Review Period of at least fifteen (15) Business Days once the Conditional Event has occurred. VITA and the Supplier will make commercially reasonable

efforts to agree upon and document any Conditional Events as part of the Acceptance Criteria for a Deliverable;

- (c) In the event of a discovery of a latent defect in a previously Accepted Deliverable, where such latent defect would have qualified as a material Non-Conformity at the time of Acceptance, upon notification by VITA or the applicable Customer, Supplier will, at no additional charge, repair or replace or otherwise correct the Non-Conformity to the level of performance specified in this Agreement; and

**10.4 Revision of Deliverables.** If the Supplier receives a Deliverable Review Statement indicating Rejection of a Deliverable, the Supplier will provide a proposed corrective action plan within three (3) Business Days, at no cost to VITA. The corrective action plan shall indicate the Supplier's plan to correct the Deliverable so that no Non-Conformities remain within ten (10) Business Days (unless a different time period is mutually agreed by the Parties). Upon the Supplier's revision or correction of the Deliverable, the Supplier will provide VITA with the revised Deliverable, whereupon the acceptance testing procedure and timetable set out in this **Section 10 (Deliverables)** will be repeated.

**10.5 Remedies.** If the Supplier fails to deliver any Deliverable (or any portion thereof) by its required delivery date or if any Deliverable is rejected a second time, then VITA may, in its sole discretion and in addition to any other rights and remedies, take one of the following actions:

- (a) require the Supplier to continue working to conform the Deliverable to the applicable Acceptance Criteria, at no additional cost;
- (b) refuse the Deliverable, in which case VITA will be entitled to a refund of all payments with respect to the Deliverable and shall be relieved of any further obligation to make payments with respect to the Deliverable;
- (c) hire a third party to complete the Deliverable, in which case the Supplier will be responsible for the costs (and any related costs or expenses incurred by VITA) necessary to complete the Deliverable; or
- (d) nevertheless accept the Deliverable, in which case VITA will be entitled to a credit of a portion of all payments made with respect to the Deliverable that reflects the proportionate reduction in the value and utility of the Deliverable as a result of all remaining nonconformities. Acceptance of a Deliverable does not constitute a waiver of any rights and remedies VITA may otherwise have.

## **11. PROPRIETARY RIGHTS**

### **11.1 Commonwealth Works.**

**11.1.1 Ownership by Commonwealth.** All Commonwealth Works, and all modifications or derivatives of Commonwealth Works, including all Intellectual Property Rights therein, shall be owned solely and exclusively by VITA or the Customer.

**11.1.2 License Granted to Supplier.** As of the Effective Date, VITA or the Customer hereby grants, and the Supplier hereby accepts, a limited, non-exclusive, non-transferable, royalty-free license to use Commonwealth Works during the Term, and any Renewal or Transition Out Assistance Period, to the extent necessary to provide Services under this Agreement. Supplier acknowledges that the Commonwealth Works represent the valuable, intellectual property of VITA or the Customer. To the extent necessary for the Supplier to provide Services under this Agreement, the license



granted herein extends to Subcontractors designated by the Supplier that sign a written agreement to be bound by all of the terms and conditions applicable to the Commonwealth Works contained in this Agreement.

## 11.2 Supplier Materials.

**11.2.1 Ownership by Supplier.** Supplier Materials, including all Intellectual Property Rights therein, shall be owned solely and exclusively by Supplier.

**11.2.2 License Granted to Commonwealth.** As of the Effective Date, the Supplier hereby grants, and VITA accepts, for the benefit of the Commonwealth, Customers, and any third-party providers of services to the Commonwealth, a perpetual, non-exclusive, fully paid, transferable, royalty-free license to access, use, modify, copy, adapt, display, perform, and create derivative works of the Supplier Materials to the extent necessary for the Commonwealth to receive the full benefit of the Services during the Term, and any Renewal or Transition Out Assistance Period, and thereafter solely for the internal business purposes of the Commonwealth.

## 11.3 Work Product.

**11.3.1 Ownership by Commonwealth.** All Work Product, including all Intellectual Property Rights therein, shall be owned solely and exclusively by the Commonwealth. The Supplier agrees that, to the extent permitted by law, all copyrightable aspects of any Work Product shall be considered a "work made for hire" as defined in the Copyright Act of 1976, as amended. If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, the Supplier hereby irrevocably transfers, grants, conveys, and assigns to the Commonwealth any and all right, title, and interest it now has or may hereafter acquire in and to the Work Product. If any moral rights are created, the Supplier hereby waives such rights in the Work Product.

**11.3.2 Embedded Supplier Materials.** Notwithstanding anything to the contrary contained in **Section 11.3.2 (Ownership by Commonwealth)**, the Supplier shall retain ownership of, and shall not be deemed to have assigned, its Intellectual Property Rights in any Supplier Materials that are embedded in, incorporated into, or made part of the Work Product. If and to the extent that any Supplier Materials are embedded in or necessary for the use of any Work Product, the Supplier hereby grants VITA, for the benefit of the Commonwealth, Customers, and any third-party providers of services to the Commonwealth, a non-exclusive, perpetual, royalty-free, fully paid, transferrable, irrevocable, worldwide license to Use such Supplier Materials on a non-commercial basis and to the extent necessary for the Commonwealth to receive the full benefits of its ownership of the Work Product. VITA or another Customer shall not separate the Supplier Materials from the Work Product in which they are embedded or incorporated for the purpose of creating a standalone product for marketing to others.

**11.3.3 IP, Materials, and Software Owned by Third Party.** Without VITA's express written consent, which may be withheld in VITA's sole discretion, the Supplier shall not embed or incorporate any Third Party IP or Third Party Software in any Work Product, create a derivative work of any Materials or Software owned by a Third Party as Work Product, or include any Materials or Software owned by a Third Party that would cause any Work Product to be subject to an Open Source License. VITA acknowledges that its ownership of such Work Product pursuant to **Section 11.3.1 (Ownership by Commonwealth)** may be subject to or limited by the terms of the underlying agreement with the owner of the Third Party IP, Materials, or Software. At VITA's direction, the Supplier shall use commercially reasonable efforts to cause the owners of such Third Party IP, Materials, or Software to grant VITA the right to use, and to sublicense third-party service

providers to use, any such Third Party IP, Materials, or Software solely and exclusively for the Commonwealth's internal business purposes or, in the case of third party service providers, for providing services to the Commonwealth.

**11.3.4 License Granted to Supplier.** Subject to the Commonwealth's ownership of Work Product, including the Intellectual Property Rights therein, the Commonwealth hereby grants, and the Supplier accepts, a limited, non-exclusive, non-transferrable, royalty-free license to use the Work Product during the Term, and any Renewal or Transition Out Assistance Period, to the extent necessary to provide Services under this Agreement. To the extent necessary for the Supplier to provide Services under this Agreement, such license grant extends to any Subcontractor designated by the Supplier that sign a written agreement to be bound by all of the terms contained in this Agreement applicable to Work Product, and the Intellectual Property Rights therein. The Supplier and any Subcontractors shall not use any of the Work Product for the benefit of any Third Party.

**11.3.5 Further Assurances.** The Supplier shall take all necessary and proper actions, and will cause its employees, Supplier Affiliates, and any Subcontractors to take such necessary and proper actions, to effectuate the assignment and ownership provisions set forth in this **Section 11 (Proprietary Rights)**.

**11.3.6 Intellectual Property Protection.** The Supplier shall promptly and fully disclose and deliver all Work Product to VITA. The Supplier acknowledges that VITA or other Customers shall have the sole and exclusive right to file and prosecute any and all applications to secure Intellectual Property Rights in any Work Product. As requested by VITA or other Customers, the Supplier shall promptly cooperate in the preparation and prosecution of all such applications and other documents and in any legal actions and proceedings concerning the Work Product.

**11.4 Delivery of Work Product Upon Termination/Expiration.** Upon any termination or expiration of this Agreement, or any particular Services, the Supplier will promptly deliver to VITA, in accessible electronic form, all Work Product and other works in progress pertaining to the Work Product, as well as Commonwealth Works and any Supplier Materials to which VITA has been granted (or is to be granted) license rights pursuant to this Agreement, in each case that are in the Supplier's possession or control.

**11.5 Residuary Rights.** The Parties will be entitled to use the general knowledge and experience gained and retained in the unaided human memory of their personnel in connection with this Agreement, provided that in doing so they do not disclose Confidential Information of the other Party (or its Affiliates, in the case of the Supplier; or other Customers, in the case of VITA) in violation of this Agreement or misappropriate or infringe the Intellectual Property Rights of the other Party (or its Affiliates or other Customers, as applicable) or third parties who have licensed or provided materials to the other Party (or its Affiliates or other Customers).

**11.6 Intellectual Property Rights Agreements with Supplier Personnel.** The Supplier is responsible for having in place with all Supplier Personnel (either directly or indirectly through their respective employers) and enforcing such agreements respecting Intellectual Property Rights and moral rights as are necessary to give full effect to this **Section 11 (Proprietary Rights)**.

**11.7 Licenses and Rights Survive Bankruptcy and Insolvency.** In the event of the commencement of bankruptcy proceedings by or against the Supplier (or a Supplier Affiliate) under the U.S. Bankruptcy Code, the Parties intend that all rights and licenses granted under or pursuant to this Agreement by the Supplier to VITA are, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined in Section 101 of the U.S. Bankruptcy Code and to the fullest extent applicable and

possible, VITA shall have benefit of the provisions of Section 365(n) of the U.S. Bankruptcy Code, or successor provision.

## 12. TERMINATION

**12.1 Termination by VITA for Cause.** If any of the following occurs, VITA may terminate this Agreement for cause (in whole or in part), without any liability. Any such termination by VITA will not constitute an election of remedies and will be without prejudice as to VITA's other rights and remedies:

- (a) Supplier commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from VITA;
- (b) Supplier commits a material breach of this Agreement which is not capable of being cured within thirty (30) days;
- (c) Supplier commits multiple breaches of this Agreement, whether material or non-material, that collectively constitute a material breach of this Agreement;
- (d) Supplier fails to satisfy certain particular Service Level requirements, as expressly set forth in **Exhibit 3 (Reporting and Service Level Management)** (provided that this right to terminate will not be construed as precluding VITA from claiming that some other combination of failures to meet Service Levels is a material breach of this Agreement and to exercise any available remedies in connection with such material breach);
- (e) Supplier becomes suspended or debarred from doing business with any governmental entity. The Supplier immediately will notify VITA if the Supplier or any of its Subcontractors becomes suspended or debarred by any governmental entity;
- (f) Supplier becomes liable for or incurs Service Level Credits that, in the aggregate, exceed fifty percent (50%) of the cumulative At Risk Amount during any rolling six (6) month period;
- (g) Supplier fails to perform in accordance with the Minimum Service Level for the same Critical Service Level for three (3) consecutive months or has more than five (5) Service Level Defaults of one (1) or more Critical Service Levels over a three (3) consecutive month period; or
- (h) any other event occurs that, pursuant to the express terms of this Agreement, permits VITA to terminate this Agreement for cause or material breach.

The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination under **Section 12.1(f)** and **(g)** does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections.

**12.2 Termination by VITA for Convenience.** VITA may terminate this Agreement (in whole or in part), at any time for its convenience (i.e., for any reason or no reason, including if consumption of a Service falls to zero) by giving the Supplier at least sixty (60) days' prior written notice. If a purported termination for cause by VITA is found by a competent authority not to have been a proper termination for cause, then VITA may elect to deem such termination to have been a termination for convenience by VITA under this paragraph. Without limiting the foregoing, VITA may terminate any Statement of Work in whole or in part upon ten (10) days prior notice.

**12.3 Termination by VITA for Other Reason.** VITA may terminate this Agreement under any of the following scenarios:

- 12.3.1 Privatization, Divestiture or Dissolution of VITA. In the event the Commonwealth elects to privatize, divest its control over or dissolve VITA through a single transaction or series of related transactions, VITA may terminate this Agreement, as of a date specified in a notice of termination from VITA.
- 12.3.2 Change in Control. If there is a Change in Control of the Supplier, VITA may terminate this Agreement (in whole or in part), by giving the Supplier at least thirty (30) days' prior written notice. "**Change in Control of the Supplier**" means an announcement by the Supplier (whether or not ultimately consummated) (a) that any other entity, person or "group" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended) will acquire (and eventually does acquire) Control, or all or substantially all of the assets, of the Supplier (or any parent company of the Supplier), whether directly or indirectly, in a single transaction or series of related transactions, or (b) that the Supplier (or any parent company of the Supplier) will consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Supplier to another person(s) or entity(ies).
- 12.3.3 Adverse Changes in the Supplier's Financial Circumstances. Upon written request from VITA, Supplier will have ten (10) days to certify that none of the circumstances below have occurred as of the date of certification or, to the best of the Supplier's knowledge, are likely to occur within twenty four (24) months after the date of certification:
- (a) Supplier (i) has filed a petition in bankruptcy; (ii) has had an involuntary petition in bankruptcy filed against it which is not challenged within twenty (20) days and dismissed within sixty (60) days; (iii) has become insolvent; (iv) has made a general assignment for the benefit of creditors; (v) has admitted in writing its inability to pay substantially all of its debts as they mature; (vi) has had a receiver appointed for its assets; (vii) has had any significant portion of its assets attached; or (viii) has experienced a material negative change in its net assets (i.e., total assets minus total liabilities); or
- (b) Moody's Investors Service, Standard & Poors, or Dun & Bradstreet has lowered the Supplier's credit rating from the rating as of the Effective Date by more than two (2) steps.

The Supplier will notify VITA in writing as soon as possible and permissible if one of the circumstances described above occurs or is likely to occur.

If one of the above listed circumstances does occur, in addition to the other rights and remedies set forth herein, and to the maximum extent permitted by Law, VITA may terminate this Agreement by giving thirty (30) days written notice to Supplier. In addition to having the right to terminate, VITA will have the immediate right to retain possession (and, to the extent not in its possession, take possession) for safekeeping of all VITA Data, VITA Confidential Information, Work Product, Intellectual Property and any other materials that are licensed to VITA in accordance with this Agreement, VITA owned Equipment, and all other Equipment or Systems to which VITA or the other Customers are or would be entitled during the Term or upon the expiration or any termination of this Agreement. The Supplier will cooperate fully with VITA and the other Customers and assist VITA and the other Customers in identifying, retaining or taking possession of the items listed in the preceding sentence. VITA will have the right to hold such VITA Data, VITA Confidential Information, VITA owned Equipment, and all other Systems to which VITA or the other Customers are or would be entitled until such time as the trustee in bankruptcy, receiver, manager or other similar person or Entity, can provide adequate assurances and evidence to VITA (which, in the sole discretion of VITA, may require the entry of an order to such

effect that has become a final order and is no longer subject to appeal) that VITA and the other Customers will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. The Supplier and VITA agree that without this material provision, VITA would not have entered into this Agreement or provided any right to the possession or use of VITA Data, VITA Confidential Information or VITA IP covered by this Agreement.

12.3.4 Non-Appropriation of Funds. Supplier acknowledges that VITA's funding comes in whole or in part from Customers based on fees charged by VITA to other Customers for their use of the Services. All payment obligations of VITA under this Agreement are subject to the availability and legislative appropriation for this purpose, including appropriations to other Customers. In the event of non-appropriation of funds, irrespective of the source of funds, VITA may terminate this Agreement in whole or in part in such manner and for such periods of time as VITA may elect for itself and the other Customers. VITA will provide notice of termination within sixty (60) days after VITA's receipt from any of the Customers of notice of non-appropriation. VITA's obligation to pay for Transition-Out Assistance is not affected by a termination for non-appropriation funds.

12.3.5 Regulatory Termination Rights. If VITA, any Customer(s) or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (1) render the continued provision of the Services impossible or unnecessary, (2) render this Agreement invalid, illegal or otherwise unenforceable, or (3) substantially decrease the amount and types of the Services, then VITA may, upon notice to the Supplier, terminate this Agreement, in whole or in part. If Supplier becomes listed on the prohibited vendors list authorized by Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control, then VITA may, upon notice to the Supplier, terminate this Agreement, in whole, or in part.

**12.4 No Termination by Supplier.** Supplier shall have no right to terminate this Agreement.

### **13. TRANSITION OUT ASSISTANCE**

**13.1 General.** Commencing twelve (12) months prior to expiration of this Agreement or on such earlier date as VITA may request, or commencing upon a notice of termination (including notice based upon default by VITA) or of non-renewal of this Agreement, and continuing (as requested by VITA) for up to eighteen (18) months following the effective date of expiration or termination of this Agreement, or a portion thereof, the Supplier will provide such assistance described in this **Section 13 (Transition Out Assistance)** to VITA, other Customers, and Integrated Suppliers, at VITA's request (the "**Transition Out Assistance**"). The Supplier also will provide Transition Out Assistance in the event of any notice of partial termination of this Agreement, or any other cessation or expected cessation of Services, such assistance to commence upon VITA's request. The quality of the Services provided by the Supplier, and the Supplier's performance of the Services, including the Services affected by the expiration, termination, or cessation (the "**Affected Services**"), will not be degraded during the Transition Out Assistance Period. The Supplier will not make any unreasonable changes to the number of Supplier Personnel providing Services during the Transition Out Assistance Period or unreasonably reassign Supplier Personnel away from performing Services under this Agreement during the Transition Out Assistance Period. Transition Out Assistance will include the assistance and obligations, as requested by VITA, described in **Section 13.3 (Transition Out Assistance)** and in the Transition Out Plan as described below and in **Exhibit 2.5 (Transition Out Plan)**.

**13.2 Transition Out Plan.** As further described in **Exhibit 2.6 (Transition Out Plan)**, the Supplier will create, prior to the Commencement Date, a written Transition Out Plan addressing the transition of Services, in whole or in part, away from the Supplier and to VITA or its designee (the "**Transition Out Plan**"). The Supplier will maintain the Transition Out Plan during the Term, and update the Transition Out Plan annually prior to the end of each Contract Year, in accordance with the terms of **Exhibit 2.5 (Transition Out Plan)** and subject to VITA approval.

**13.3 Transition Out Assistance.** As part of the Transition Out Assistance, Supplier shall provide all assistance as VITA may reasonably request to transition the Affected Services to VITA or its designee. This obligation may extend beyond originally scheduled or noticed expiration or termination of the Affected Services for a period not to exceed eighteen (18) months and may include the following:

13.3.1 **General Support.** To the extent requested, Supplier shall (A) assist VITA or its designee(s) in updating and detailing the Transition-Out Plan as appropriate to effect the specific disengagement, (B) perform program management and consulting services to assist in implementing the Transition-Out Plan, (C) train personnel designated by VITA or its designee(s) in the use of any business processes, work instructions and work procedures and any equipment, software, systems, materials and tools used in connection with the performance of the Affected Services, (D) catalog all business processes, work instructions, work procedures, software, VITA Data, equipment, materials, third party contracts and tools used to provide the Affected Services, (E) provide machine readable and printed listings and associated documentation for Source Code for software owned by VITA or any other Customer and Source Code to which VITA or any other Customer is entitled under this Agreement and assist in its re-configuration, (F) provide technical documentation for Software used to provide the Affected Services, (G) assist in the execution of a parallel operation, data migration and testing process until the successful completion of the transition of the Affected Services to VITA or its designee(s), (H) create and provide copies of the VITA Data related to the Affected Services in the format and on the media reasonably requested by VITA and/or its designee(s), (I) to the extent the following items were created and controlled by Supplier, provide a complete and up-to-date, electronic copy of the Service Management Manual and applicable business processes, work instructions and work procedures in the format and on the media reasonably requested by VITA, and (J) provide other technical assistance requested by VITA that is reasonably related to the disengagement with respect to the Affected Services. All Transition Out Assistance shall be provided subject to and in accordance with the terms and conditions of this Agreement, including Service Levels (if any).

13.3.2 **Continuation of Services.** At VITA's request, Supplier shall continue providing any or all of the Affected Services beyond their originally noticed removal, expiration or termination date. Supplier shall provide any such Affected Services subject to and in accordance with the then applicable terms and conditions of this Agreement and VITA shall pay Supplier the Charges specified in this Agreement that VITA would have been obligated to pay Supplier for such Affected Services if this Agreement had not yet expired or been terminated or had the Affected Services not been removed. To the extent VITA requests a portion of the Services included in a particular Charge, the amount to be paid by VITA shall be adjusted to reflect the portion of the Affected Services included in such Charge that Supplier shall not be providing or performing.

13.3.3 **Hiring.** VITA and its designee(s) shall be permitted to undertake, without interference from Supplier or Subcontractors (including counter-offers), hiring of any Supplier Personnel assigned to the performance of Affected Services during the twelve (12) months prior to the commencement of the Transition Out Assistance Period. Supplier

shall waive, and shall cause its Subcontractors to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by VITA or its designee(s). Supplier shall provide VITA and its designee(s) with reasonable assistance in their efforts to hire such Supplier Personnel, and shall give VITA and its designee(s) reasonable access to such Supplier Personnel for interviews, evaluations and recruitment. VITA shall ensure it conducts the above-described hiring activity in a manner that minimizes disruption of the performance by Supplier of its obligations under this Agreement in light of the continuing requirement in Section 13.3.1 for Supplier to continue to meet applicable Service Levels.

- 13.3.4 Equipment. Except as otherwise agreed by VITA in connection with Supplier's first utilization in performance of the Services, VITA shall have the right (but not the obligation) to purchase or assume the lease for (itself or by its designee) any Equipment owned by Supplier that is fully dedicated to the performance of the Affected Services. If so purchased or leased, such Equipment shall be transferred in good working condition, reasonable wear and tear excepted, as of the completion of any Affected Services requiring such Equipment. Supplier shall maintain such Equipment through the date of transfer so as to be eligible for the applicable manufacturer's maintenance program at no additional charge to VITA or its designee(s). Supplier shall grant to VITA or its designee(s) a warranty of title and a warranty that such Equipment is free and clear of all liens and encumbrances except for those set forth in the applicable lease. Such conveyance by Supplier to VITA or its designee(s) shall be at the lesser of fair market value or net book value calculated in accordance with generally accepted accounting principles. At VITA's request, VITA and Supplier shall negotiate in good faith and agree upon the form and structure of the purchase or lease.
- 13.3.5 Return of Customer Property. Supplier shall return to VITA (or applicable Customer), any equipment or other property of VITA (or applicable Customer) if not previously returned, in condition at least as good as the condition when made available to Supplier, ordinary wear and tear excepted. Supplier shall further return to VITA all VITA Data, VITA Intellectual Property and Work Product in accordance with the terms, including VITA Rules, of this Agreement.
- 13.3.6 Third Party Contracts. Supplier shall promptly provide to Customer a list of all subcontracts and third party contracts used to perform the Affected Services. Except as otherwise approved by VITA in conjunction with the first use in performance of the Services, Supplier shall, at VITA's request, cause any such Subcontractors, Supplier Affiliates, or third party contractors to permit VITA or its designee(s) to assume prospectively any or all such subcontracts or third party contracts or to enter into new contracts with VITA or its designee(s) on substantially the same or more favorable terms and conditions, including price. Supplier shall so assign the designated contracts or cause such contracts to be assigned to VITA or its designee(s) after the Services requiring such contracts are no longer being provided by Supplier. There shall be no charge or fee imposed on VITA or its designee(s) for such assignment. Supplier shall (A) represent and warrant that it is not in default under such contracts and that all payments have been made under such contracts through the date of assignment, and (B) notify VITA of any contractor's default with respect to such contracts of which it is aware at the time.
- 13.3.7 Agreement Closeout. Prior to the expiration or scheduled termination date of this Agreement, Supplier may be provided contract close out documentation and shall

complete, sign and return to VITA Supply Chain Management within thirty (30) days of receipt. This documentation may include: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, Supplier Procurement and Subcontracting Monthly Reports Completion Certificate, SWaM Subcontracting Certification of Compliance documentation as described in **Section 15.11 (Reporting and Fees from Supplier)**, and Sales Reports/IFA Payments Completion Certificate. Any requested Final Payment Certificate will be completed and returned promptly by Supplier upon final payment by VITA. Any closeout documentation not received within thirty (30) days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier under the Agreement, including final payment, until the documentation is returned.

**13.4 Required Consents.** The Supplier will be financially responsible and administratively responsible (with the cooperation of VITA) for obtaining the Required Consents for any software and tools for which the Supplier is obligated to provide a license to VITA under this Agreement, as well as any equipment having leases that the Supplier is required to assign to VITA under this Agreement (in each case, including the Required Consents for any associated maintenance agreements). To the extent applicable, VITA will be financially responsible and the Supplier will be administratively responsible (with the cooperation of VITA) for obtaining a Required Consent necessary to assign a software or tool license or equipment lease (and associated maintenance agreements) for any software, tool or equipment not covered by the prior sentence.

### **13.5 Charges for Transition Out Assistance**

- 13.5.1 Transition Out Assistance will be chargeable at the applicable Personnel Rates set forth in **Exhibit 4 (Pricing and Financial Provisions)** or (if Supplier Personnel providing Transition Out Assistance do not have rates associated with them in **Exhibit 4 (Pricing and Financial Provisions)**) at Preferred Rates. Notwithstanding the foregoing, there will be no additional charge for such Transition Out Assistance under either of the following circumstances:
- 13.5.2 to the extent the Supplier is able to provide Transition Out Assistance during the Supplier's normal working hours, without adversely impacting the ordinary course of the Supplier's provision of the Services, using then-existing resources used to perform the Services, without adversely affecting Service Levels and without incurring additional third party expenses (and if the Supplier is not able to provide such Transition Out Assistance under such conditions, then the Supplier will promptly notify VITA and will work in good faith at VITA's request to explore options that could minimize or eliminate such additional charges on a commercially reasonable basis, such as by substituting or reprioritizing work); or
- 13.5.3 following a notice of termination by VITA for cause under **Section 12.1 (Termination by VITA for Cause)**.
- 13.5.4 If the Supplier believes that any Transition Out Assistance requested by VITA qualifies as chargeable, then the Supplier must inform VITA in writing prior to commencing the work the Supplier believes is chargeable. No Transition Out Assistance will be chargeable to VITA unless the Supplier has obtained VITA's written approval prior to commencing any chargeable work for Transition Out Assistance. However, in the event the Parties are unable to reach agreement regarding the chargeability of Transition Out Assistance, Supplier shall not delay performance of Transition Out Assistance provided VITA provides written assurance that Supplier will



not be precluded from charging for such services if it is determined they are chargeable solely on the basis that Supplier began performance of Transition Out Assistance.

### 13.6 Procurement Assistance

13.6.1 At any time, VITA may consider or seek offers for performance of services similar to the Services. As and when requested by VITA, and without limiting any other rights VITA has to information about or related to the Services, the Supplier will provide to VITA all information (excluding Supplier's confidential cost information) and other cooperation regarding performance of the Services as VITA deems necessary to enable VITA to prepare a request for proposal relating to some or all of such services, and for a third party to conduct due diligence and prepare an informed, non-qualified offer for such services.

13.6.2 Without limiting the generality of **Section 13.6.1** above but in no event including Supplier's confidential cost information, the types of information and level of cooperation to be provided by the Supplier pursuant to this **Section 13.6.2** will be no less than those initially provided by VITA to the Supplier prior to the Effective Date, and will include the following information which VITA may distribute to third party bidders in a request for proposal(s), request for information, specification, or any other solicitation relating to the Services and as necessary to support any related due diligence activities:

- (a) The number of Supplier Personnel at each location used to provide Services classified by job title, skill level, experience, and general roles and responsibilities;
- (b) Information on VITA's IT environment managed by the Supplier; and
- (c) Service performance histories, up-to-date asset inventories (including equipment and software), then-current work volumes and information relating to Statements of Work underway or subject of proposal.

## 14. AUDITS, RECORDS AND REPORTING

**14.1 Supplier Record Keeping.** The Supplier will maintain complete and accurate records of, and supporting documentation for, all Charges, all VITA Data and all transactions, third party contracts, authorizations, changes, implementations, reports, filings, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by the Supplier in the performance of its obligations under this Agreement ("Contract Records"). The Supplier will maintain such Contract Records in accordance with applicable Laws, including VITA's and Customer's record retention policies both during the Term and for the length of time required by such policies thereafter (the "Audit Period").

**14.2 Commonwealth Audit Rights.** At any time during the Audit Period, VITA and the other Customers (and internal and external auditors, inspectors, regulators and other representatives that VITA or any Customers may designate from time to time, including the Virginia Auditor of Public Accounts, Office of Planning and Budget, any Governmental Authority(ies), governmental entities, customers, vendors, licensees, and other third parties) (collectively, "VITA Auditors"), may audit Systems, facilities, processes, and books and records of the Supplier (including audits of the Supplier's legal compliance and the Supplier's Security Program) and of the Supplier's Subcontractors in connection with all matters related to this Agreement. Notwithstanding the foregoing, Supplier shall in no event be required to disclose its confidential cost data to VITA Auditors. VITA Auditors will take reasonable steps to minimize interruptions to Supplier's operational support of its other customers. Supplier shall have no obligation to disclose to VITA Auditors the confidential information belonging to Supplier's other

customers. The Supplier may require that third party VITA Auditors (other than Commonwealth entities) enter into a confidentiality agreement with the Supplier prior to conducting such audits, provided that such confidentiality agreement will be reasonable and appropriate for the type and sensitivity of information to be disclosed to the VITA Auditors. To the extent a VITA Auditor is a Commonwealth entity, the confidentiality provisions in this Agreement will apply. Subject to the foregoing limitations, such audits and inspections may be used at VITA's option to, among other things: (a) determine the accuracy of invoiced Charges, (b) verify the integrity of VITA Data, (c) examine the systems that process, store, support and transmit that data (including system capacity, performance and utilization), (d) examine internal controls (e.g. financial controls, human resources controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, Disaster Recovery and back-up practices and procedures, (e) examine the Supplier's performance of the Services, (f) verify the Supplier's reported performance against the applicable Service Levels, (g) examine the Supplier's measurement, monitoring and management tools, (h) enable VITA and the other Customers to meet applicable legal, regulatory and contractual requirements, and (i) otherwise verify compliance with the Supplier's obligations under this Agreement. The Supplier will (i) provide any assistance reasonably requested by VITA Auditors in conducting any such audit, including installing and operating audit software provided such audit software does not perform security penetration testing, except as otherwise required in Exhibit 2 of this Agreement, (ii) make requested Supplier Personnel, records and information available to VITA Auditors, (iii) in all cases, provide such assistance, personnel, records and information in an expeditious manner to facilitate the timely completion of any such audit and (iv) if so requested, allow requesting VITA Auditors to visit the Supplier Facilities for purposes of verifying and observing Supplier's or any of its subcontractors' compliance with Laws or contractual requirements.

**14.3 Results of Audits.** If an audit reveals a material breach of this Agreement, Supplier will, upon VITA's request, promptly reimburse VITA for the reasonable costs of the audit (including auditors' fees), including any follow-up audit to verify that such breach has been corrected. If, as a result of an audit, it is established that the Supplier has overcharged VITA, VITA will notify the Supplier of the amount of such overcharge and the Supplier will promptly refund to VITA the amount of the overcharge. Further, if the results of any such audit show that the Supplier overcharged VITA by more than three percent (3%) for the period and scope of Services being audited, then the Supplier also will reimburse VITA for the costs of such audit. If the audits uncover a deficiency or other failure of the Supplier to comply with its obligations under this Agreement or Laws, then the Supplier will, at its expense, promptly take action to alleviate the discrepancy and comply with such requirements or Laws.

**14.4 Further Audits by Governmental Authorities.** Without limiting the foregoing, acceptance of funds under this Agreement by the Supplier acts as acceptance of the authority of the VITA Auditors (and any other of the Commonwealth's auditors), any other officer of the Commonwealth with jurisdiction, and any applicable Governmental Authority to conduct audits and investigations in connection with those funds. Such Entities will at any time have access to and rights to examine, audit, excerpt and transcribe any pertinent books, documents, working papers and records of the Supplier relating to those funds. The Supplier will fully cooperate with and provide all assistance requested by any such Entities in the conduct of such audits or investigations, including providing all records requested.

#### **14.5 Supplier Audits**

**14.5.1 ISO/IEC 27001, 27002 Security Review.** At least annually, the Supplier will engage a recognized, independent security firm to perform, as part of the Services, a formal security review of each of the Supplier Facilities (including any Subcontractor sites) from which Services are performed. Such reviews will be carried out in conformance with at least one of the following standards, which Supplier may select in its discretion: (1) the ISO/IEC 27001 and 27002 standards (as each may be modified or replaced from time to time), (2) the SOC 2 standards under the Statements on Standards for Attestation Engagements (SSAE) No. 18; or (3) the Moderate controls contained within The Federal Risk and Authorization Management Program (FedRAMP). Supplier will

provide VITA with a copy of such Certification and a Statement of Applicability for each such Supplier Facility (including any Subcontractor sites) at or from which VITA Data is stored or processed.

- 14.5.2 **Service Organization Control Audits.** On an annual basis, for each of the Supplier Facilities at or from which Services are performed (including any Subcontractor sites), Supplier will engage a recognized, independent accounting firm to conduct, as part of the Services, audit activities to generate: (i) an AICPA compliant SOC 2 (Type-2) report of all systems, processes, and controls related to Supplier's performance of the Services and (ii) a SOC 1 (Type-2) report carried out in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization. Upon request, Supplier shall provide VITA with a copy of all such audit and assurance reports. All follow-on audit activities reasonably necessary to demonstrate resolution of deficiencies identified in any such reports shall be considered part of the Supplier's annual audit obligations under this section. Such audit activities will be conducted in relation to VITA's control requirements. The Supplier will permit VITA to participate in the planning of each such audit, will confer with VITA as to the scope and timing of the audit and will accommodate VITA requirements and concerns to the extent practicable. The Supplier's management will execute any representations, attestations or other documents required in connection with such audits.
- 14.5.3 **General Audits.** In addition, throughout the Term, the Supplier will conduct its own audits pertaining to the activities under this Agreement consistent with the audit practices of well-managed companies that perform services similar to the Services.
- 14.5.4 **Reports and Attestations.** The Supplier will promptly provide to VITA and VITA Auditors a report of each Supplier audit performed by or on behalf of the Supplier as described in this section (redacted to exclude information unrelated to the Services however, the redacted report shall be sufficient to demonstrate the scope of the audit, identify the controls tested, and the results of the tests.). More specifically, the Supplier or its auditor will provide to VITA at least one (1) hard copy and one (1) electronic copy of the report from each such audit at no charge. VITA will have the right to further distribute copies of such reports, without modification, including to Customers, VITA Auditors and other third parties that have a need to know, subject to the confidentiality provisions of this Agreement. The Supplier's management will execute any representations, attestations or other documents required by Supplier's auditor who performs the audit in connection with any audit performed (or required to be performed) under this section.

**14.6 Supplier Audit Response.** Following an audit or examination by or on behalf of VITA, at VITA's option, VITA will conduct, or request the VITA Auditors to conduct, an exit conference with the Supplier to obtain factual concurrence with issues identified in the review. Further, the Parties will meet to review each audit report described in this Section 14 (Audit and Records), promptly after the issuance thereof, to agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. The Parties agree to develop operating procedures for the sharing of audit and regulatory findings and reports produced by auditors or regulators of either Party. The Supplier will develop and agree upon a remediation plan, subject to VITA's review and approval, to promptly address and resolve any deficiencies, concerns or recommendations identified through any audits, examinations, or tests described in this Section 14 (Audits, Records, and Reporting), and the Supplier, at its own expense, will undertake action in accordance with such plan and the dates specified therein to the extent necessary to comply with the Supplier's obligations under this Agreement.

**14.7 Reporting and Fees from Supplier.** Supplier is required to submit to VITA the following monthly reports:

- (a) Report of Sales; and
- (b) Small Business Procurement and Subcontracting Report.

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

At the time the final invoice is sent to VITA under this Agreement, Supplier shall provide a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Supplier's Procurement and Subcontracting Plan ("Plan"), a copy of which is attached as **Attachment E (Supplier Procurement and Subcontracting Plan)**. If Supplier has failed to fully comply, meaning there is any variance between the Plan and Supplier's actual subcontractor spend, the SWaM Subcontracting Certification of Compliance must include a written explanation of the variance. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance to-date, along with any variance explanation. All SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative. Should Supplier fail to comply with its contractually obligated Plan or fail to report its spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of this Agreement, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts to Supplier. Failure to comply with all reporting and other requirements in this **Section 15.11 (Reporting and Fees from Supplier)** may result in default of this Agreement.

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at: <http://www.vita.virginia.gov/scm/default.aspx?id=97>

The Sales Reporting System used to report and submit Supplier's monthly sales data will include these fees and percentages:

- IFA (Industrial Funding Adjustment): 2% of monthly sales under this Agreement.

**15. REPRESENTATIONS, WARRANTIES AND COVENANTS****15.1 Mutual Warranties.** Each of the Parties represents that:

- 15.1.1 It has the right and power to enter into this Agreement;
- 15.1.2 An authorized representative has executed this Agreement;
- 15.1.3 If any consent, approval, or withholding of objection is required from any external authority or party with respect to the entering into of this Agreement, it has been obtained; and
- 15.1.4 It is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or conflict with any of its obligations under this Agreement.

**15.2 Standards and Personnel.** The Supplier represents and warrants that:

- 15.2.1 The Services will be performed promptly and diligently in a professional and workmanlike manner, in accordance with industry standards; and
- 15.2.2 The Supplier will use an appropriate number of Supplier Personnel with suitable training and the requisite skills and experience to perform the Services.

### 15.3 Title, Required Rights and Non-Infringement

- 15.3.1 The Supplier represents and warrants to VITA that (a) the Supplier, to the best of its knowledge, has all right, title and interest in and to the Work Product and the Supplier Materials (including all Intellectual Property Rights therein) to the extent necessary for the Supplier to grant to VITA the ownership rights and licenses and use rights granted under this Agreement; and (b), to the best of Supplier's knowledge, no additional materials or licenses will be required to use the Services and Work Product except as expressly set forth in this Agreement; and (c) Work Product will be delivered to VITA free and clear of all liens, defects in title, and imperfections in title.
- 15.3.2 The Supplier further represents and warrants to VITA that (a) the Supplier has the right to provide the Services, including (as applicable) any rights of way, easements, leases and licenses, and (b) the Work Product and the Supplier Materials (and the use thereof, as contemplated by this Agreement) will not infringe or misappropriate the Intellectual Property Rights or any other rights of any third party. If the Supplier at any time is aware of an allegation or claim that any Services, Work Product or the Supplier Materials (or use thereof) infringe or misappropriate the Intellectual Property Rights or any other rights of any third party, or if the Supplier has reason to believe that such an allegation or claim is forthcoming, then the Supplier will promptly provide notice of such to VITA, and Supplier, will, in addition to indemnifying VITA Indemnitees as provided in **Section 19 (Infringement Claims)**: (a) promptly at the Supplier's expense secure the right to continue using the item or Work Product, or (b) if this cannot be accomplished with commercially reasonable efforts, then at the Supplier's expense, replace or modify the item or Work Product to make it non-infringing or without misappropriation, while not degrading performance, functionality, or quality, increasing VITA costs, or disrupting VITA's business operations. For the avoidance of doubt, VITA shall not have the right to prescribe Supplier's choice of (a) or (b) above.

### 15.4 Deliverable Warranty

- 15.4.1 The Supplier warrants that for 180 days beginning with Acceptance of a Deliverable, the Deliverable will (a) be free from Non-Conformities and errors in materials, design, workmanship, operation and performance; (b) function in accordance with the applicable Documentation; and (c) conform to its corresponding specifications (unless a different warranty period is agreed and as otherwise set forth herein). For any Deliverable that is subject to a Conditional Event (defined in **Section 10.310.3 (Review and Acceptance of Deliverables)**), the warranty period will continue for 180 days after the occurrence of the Conditional Event. In the case of use with another Deliverable, the 180-day period will begin upon Acceptance of the other Deliverable.
- 15.4.2 The Supplier agrees to correct any Deliverable not in compliance with the Deliverable Warranty brought to its attention by VITA. Such correction shall be at no charge to VITA, and shall be completed within a reasonable period of time under the circumstances, but no more than ten (10) Business Days or as otherwise expressly agreed in writing by the Parties. The warranty period will be extended on a day-for-day basis for any time between (i) VITA's notifying the Supplier of a failure and (ii) the

Supplier delivering a compliant Deliverable back to VITA (plus a reasonable period of time to re-implement the Deliverable in VITA's environment). For clarity, the warranties described herein are applicable during any Transition Out Assistance Period.

- 15.4.3 If the Supplier does not correct a Deliverable within the required time period, then VITA may, in its sole discretion and in addition to any other rights and remedies available to VITA, (a) require the Supplier to continue working to correct the Deliverable, (b) hire a third party to correct the Deliverable, in which case the Supplier will be responsible to reimburse VITA for the costs for such services (and any related costs or expenses incurred by VITA), or (c) require the Supplier to provide an equitable credit as a partial refund for such Deliverable.

**15.5 Compliance with Laws and VITA Rules; Incorporated Contractual Provisions**

- 15.5.1 The Supplier represents and warrants that it will maintain in force all necessary regulatory approvals, licenses, and permits applicable to its and its Subcontractors' businesses or necessary for the Supplier to provide the Services.
- 15.5.2 The Supplier represents and warrants that it will comply (and cause its Subcontractors and Supplier Personnel to comply) at all times with all Laws relevant or applicable to the Supplier's and its Subcontractors' businesses, to the Services, or to the Supplier's other obligations under this Agreement, including Laws relating to privacy, data security, financial controls, immigration, and export and import control, as such Laws may change from time to time.
- 15.5.3 The Supplier represents and warrants that it will not knowingly provide the Services in a manner that causes VITA (or any Customer) to be non-compliant with or in breach of any Law.
- 15.5.4 If the Supplier is charged with failure to comply with any Laws in relation to performance under this Agreement, it will cooperate fully with all Governmental Authorities in connection therewith but does not hereby waive any defences that are or may be available to the Supplier.
- 15.5.5 The Supplier represents and warrants that it will comply (and cause its Subcontractors and Supplier Personnel to comply) at all times with any VITA Rules, procedures and guidelines applicable to performance of the Services.
- 15.5.6 Supplier represents and warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier or Subcontractors that could materially adversely affect performance of this Agreement; and that entering into this Agreement is not prohibited by any contract, or order by any court of competent jurisdiction.
- 15.5.7 Without limiting the foregoing, Supplier warrants that it will comply with the following contractual provisions required by Law or by VITA, and that are hereby incorporated by reference:

- (a) The terms provided at [http://www.vita.virginia.gov/uploadedfiles/VITA\\_Main\\_Public/scm/StatutorilyMandate](http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandate)

dTsandCs.pdf or successor URL(s) (a copy of which, current as of the Agreement Effective Date, is attached hereto as Attachment G); and

the mandatory Internal Revenue Service Publication 1075 term at [https://www.vita.virginia.gov/uploadedFiles/VITA\\_Main\\_Public/SCM/Mandatory\\_IRS\\_Pub\\_1075\\_for\\_FTI\\_data.pdf](https://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTI_data.pdf) (a copy of which, current as of the Agreement Effective Date, is attached hereto as Attachment H). The contractual provisions found in the URLs and other VITA Rules are subject to change. If a change is made, a new effective date will be noted. Supplier is advised to check the provisions periodically. Changes in VITA Rules will be communicated to Supplier Personnel by such means as are generally used by VITA to disseminate or make available such information to its employees or contractors.

## 15.6 Virus and Disabling Code

- 15.6.1 The Supplier represents and warrants that in the case of any Work Product that is software or Services involving the use of Software, the Supplier will not knowingly include in such software (a) any routine intended to cause such Work Product or VITA's Systems to malfunction or fail to perform; (b) any computer code designed to disrupt, disable, harm or otherwise interfere with or impede in any manner (including aesthetic disruptions and distortions) the operation of Work Product or VITA's Systems, or any other associated software, firmware, hardware, computer system, platform or network, or any other harmful component (including, but not limited to, any cancelbot, denial of service routines, "Trojan horse" or any other contamination or destructive feature) (any such code described in this clause (b) being a "**Virus**"); and (c) any code or component that would permit access by the Supplier to cause such disablement or impairment specified in clauses (a) and (b) above, or any other similar harmful, malicious or hidden procedures, routines or mechanisms that would cause VITA Data and VITA's Systems to cease functioning or cause damage to or corrupt data, storage media, program or communications, or otherwise interfere with the operation of VITA's Systems. Notwithstanding any rights granted under this Agreement or at law, Supplier hereby waives under any and all circumstances any right it may have to exercise use of electronic means for any license termination rights. Supplier agrees that VITA may pursue all remedies provided under law or in equity in the event of a breach or threatened breach of this Section, including injunctive relief.
- 15.6.2 Further, without limiting any more specific obligations in this Agreement, the Supplier will use all commercially reasonable efforts to prevent a Virus from entering VITA Systems through the Supplier's Systems, including by (a) monitoring all the Supplier Facilities and the Supplier's Systems that have access to VITA Systems or VITA Data or that otherwise are used to perform the Services, (b) using industry standard Virus software and devices to screen all software prior to delivery to VITA (including by way of access) to prevent the introduction of any Viruses, (c) remediating any failures in an anti-virus program, (d) updating signatures, and (e) addressing any failures of software caused either by the Virus or anti-virus software. If a Virus is found to have been introduced to VITA's Systems through the Supplier's Systems, then the Supplier will, at no additional charge to VITA and in addition to any other remedies that may be available to VITA, assist in eradicating the Virus and reversing its adverse effects and, if the Virus causes a loss of VITA Data or operational efficiency, to assist VITA in mitigating and reversing such losses.

## 15.7 Reserved.

**15.8 Supplier Additional Representations and Warranties.** In addition to the foregoing representations and warranties, the Supplier hereby further represents and warrants the following (and, without in any way limiting or superseding its obligations or responsibilities under **Section 5.5.3**, will receive from its Subcontractors the same representations and warranties):

- 15.8.1 Neither the Supplier nor any of its Affiliates or agents or any Supplier Personnel has given or offered to give, and do not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service, commissions, payments, kickbacks, lavish or extensive entertainment or other inducements of more than minimal value to a public servant or to any employee or agent of VITA or any other Customer in connection with this Agreement, except in strict compliance with applicable Laws (including Executive Orders). The Supplier also acknowledges that the giving of any such payments, gifts, entertainment or other thing of value is strictly in violation of VITA Rules and the Code of Virginia on conflicts of interest, and may result in the cancellation of this Agreement and other existing and future contracts between the Parties, as well as consequences under applicable Laws.
- 15.8.2 Neither the Supplier nor any of its Affiliates, or agents or any Supplier Personnel has accepted or will accept anything of value, or an inducement or gift that would provide a financial gain, advantage or benefit, based on an understanding that the actions of the Supplier, any such Affiliates, agents or Supplier Personnel on behalf of VITA or other Customers, would be influenced thereby and that its proposals prior to execution of this Agreement were arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition, the prices quoted were not knowingly disclosed by the Supplier to any other proposer and no attempt was made by the Supplier to induce any other person or Entity to submit or not to submit a proposal for the purpose of restricting competition.
- 15.8.3 Neither the Supplier nor any of its Affiliates or agents or any Supplier Personnel has received any gift or payment from VITA or other Customer, or any of their employees, for participating in the preparation of this Agreement and that neither the Supplier nor any of its Affiliates, agents or Supplier Personnel has, will have, or will acquire, any contractual, financial, business or other interest or advantage, direct or indirect, including the acceptance of another contract with VITA, that would conflict in any manner or degree, or would impair the Supplier's independent judgment, with the Supplier's performance of its duties and responsibilities under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement; and the Supplier will promptly inform VITA of any such interest that may be incompatible with the interests of VITA.
- 15.8.4 Neither the Supplier nor any of its Affiliates or agents or any Supplier Personnel has paid or agreed to pay any person or Entity, other than bona fide employees working solely for the Supplier or such Affiliates, agents or any Subcontractors, any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of this Agreement.
- 15.8.5 The Supplier will not assign Services to any Supplier Personnel who are not authorized to work in the location from where they perform such Services. If any Supplier Personnel performing any of the Services are discovered to not be so authorized, the Supplier will immediately replace such personnel.



- 15.8.6 As of the Effective Date, the Supplier has no reason to believe that it is delinquent in the payment of any franchise tax, sales and use tax, or any other tax owed the Commonwealth and acknowledges that, if this certification is inaccurate, then VITA may, upon notice to the Supplier, terminate this Agreement, in whole or in part, for material breach, as of the termination date specified in the notice and withhold any or all payments hereunder up to the amount of such taxes owed to the Commonwealth.
- 15.8.7 Neither the Supplier nor any of its Affiliates or agents or any Supplier Personnel, has used or will use the authority provided or to be provided under this Agreement, or any VITA Confidential Information acquired in connection with this Agreement, to improperly obtain financial gain, advantage or benefit for the Supplier or any of its Affiliates or agents or any Supplier Personnel.
- 15.8.8 The Supplier will comply with all Commonwealth Laws related to vendor certifications as may be in effect as of the Effective Date and as may be imposed during the Term, upon notice from VITA.
- 15.8.9 None of the Supplier or any Subcontractor is suspended or debarred from doing business with the federal government.
- 15.8.10 As of the Effective Date, the Supplier is not listed in the prohibited vendors list authorized by federal Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 15.8.11 Any lobbyist employed by the Supplier is in compliance with the requirements of all applicable Law.
- 15.8.12 The Supplier, in the performance of the Services and its other contractual obligations hereunder, will comply with the Code of Virginia, including the Virginia State and Local Conflicts of Interest Act.

**15.9 Compliance with the Federal Lobbying Act.** Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "**Lobbying Act**") is incorporated as **Attachment F (Certification Regarding Lobbying)**.

**15.10 No Other Warranties.** EXCEPT AS SET FORTH IN THIS AGREEMENT INCLUDING THIS **SECTION 15. (REPRESENTATIONS, WARRANTIES AND COVENANTS)**, NEITHER VITA NOR SUPPLIER, AS APPLICABLE, MAKES ANY WARRANTIES TO THE OTHER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

## **16. DATA SECURITY AND PROTECTION**

### **16.1 Compliance with Data Privacy and Data Protection Laws, Regulations and Policies**

- 16.1.1 In carrying out its activities under this Agreement, each Party will observe and comply with all applicable data privacy and data protection Laws. In addition, when accessing or handling any VITA Data that contains Personally Identifiable Information or sensitive

data, the Supplier will comply with VITA Rules relating to the use and disclosure of such information.

- 16.1.2 At the request of VITA, the Supplier shall execute a Business Associate Agreement with VITA in the form mutually acceptable to the Parties.

**16.2 VITA Data, Generally.** As between the Parties, VITA Data will be and remain the property of VITA or the applicable Customers. The Supplier may not use VITA Data for any purpose other than to render the Services. No VITA Data will be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of the Supplier (or any of its Subcontractors or Supplier Personnel). Neither the Supplier nor any of its Subcontractors or Supplier Personnel may possess or assert any lien or other right against or to VITA Data. Without limiting the generality of the foregoing, (a) the Supplier may use VITA Data only as strictly necessary to render the Services and must restrict access to such information to Supplier Personnel on a strict need-to-know basis, and (b) the Supplier will not download, copy, transmit or make available any VITA Data to any third party, except as expressly permitted by this Agreement.

### 16.3 Data Security

- 16.3.1 Risk of Data Loss. When VITA Data is in the Supplier's possession or under the Supplier's control and an event occurs that prevents or hinders the access to or reliable use of such VITA Data ("Data Loss Event"), the Supplier will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such VITA Data in accordance with the Supplier's responsibilities hereunder. Any such re-creation or restoration will be at the Supplier's expense. However, VITA shall reimburse the Supplier for its reasonable costs and expenses associated with such data recreation or restoration if the Data Loss Event was not caused by Supplier's acts or omissions.

#### 16.3.2 Data Security Program

- (a) The Supplier will maintain and comply with a comprehensive Security Program that conforms to (a) VITA Rules, including all VITA Rules comprising the then-current Commonwealth security procedures, including those found at: <http://www.vita.virginia.gov/default.aspx?id=6442475453>, or successor URL(s), and (b) the Federal Information Security Management Act (or FISMA), 44 U.S.C. § 3541, *et seq.*, and any other applicable Laws, to the extent applicable, and (c) **Exhibit 2.1 (Description of Services)**. The Supplier acknowledges and agrees that certain Customers may be legally prohibited from disclosing or allowing access to certain VITA Data, including disclosures to and access by VITA, other Customers and the Supplier. The content and implementation of the Security Program and associated technical, organizational and security measures will be fully documented in the Services Management Manual, including the process Customers will follow to identify VITA Data they are legally prohibited from disclosing and the confidentiality requirements of Customers.
- (b) Supplier shall comply with all restrictions on VITA Data location (in transit and at rest) provided in **Exhibit 2 (Description of Services and Solution)** or otherwise stipulated in VITA Rules.
- (c) To the extent the Supplier removes VITA Data from any media that is taken out of service that is under the Supplier's control, the Supplier will destroy or securely erase such media in accordance with the Services Management Manual and VITA Rules. Under no circumstances will the Supplier use or re-use media on which VITA Data has been stored

to store data of any other customer of the Supplier or to deliver data to a third party, including another Supplier customer, unless such VITA Data has been securely erased in accordance with the Services Management Manual and VITA Rules.

16.3.3 Data Corrections. The correction of any errors or inaccuracies in or with respect to VITA Data will be performed by the Party that has operational responsibility for inputting such VITA Data into the applicable System.

16.3.4 Backups and Availability of VITA Data. VITA will have the right to establish backup security for any VITA Data and to keep backup files for such VITA Data in its possession if it chooses. The Supplier will provide VITA with downloads of VITA Data, as requested or directed by VITA, to enable VITA to maintain such backup copies. VITA Data will be returned or otherwise provided to VITA (and the other Customers), upon request, in a form and format reasonably requested by VITA (or such other Customers); however, in no event shall the VITA Data be returned or otherwise provided in a form and format which is not widely readable. The Supplier will never refuse for any reason, including VITA's material breach of this Agreement, to provide VITA (and such Customers) with the VITA Data in accordance with this **Section 16.3.4 (Backups and Availability of VITA Data)**.

#### 16.4 Security Incident

16.4.1 For any Security Incident caused by the negligent acts or omissions of the Supplier, the Supplier will be liable and will pay for any associated expenses, including the cost of any required legal compliance (e.g., notices required by applicable Law), the expenses related to the investigation and remediation of the Security Incident, and any identity protection services (including those described in **Section 21.2.5**).

16.4.2 The Supplier will address and respond to any Security Incident in accordance with **Exhibit 2 (Description of Services and Solution)** and VITA Rules.

**16.5 Security Testing.** The Supplier will conduct periodic reviews and tests to verify compliance with and the effectiveness of the Supplier's compliance with the data security requirements under this Agreement. As part of such testing, the Supplier will have an independent, regionally recognized third party conduct penetration tests addressing network and Systems risks on all of the Supplier's Systems used to provide the Services, which tests will be performed on an annual basis as well as following any significant infrastructure or application upgrades and modifications. The Supplier will: (a) provide VITA with copies of the plans pursuant to which any of such security related tests will be conducted (as such test relates to the Services) for review and approval of VITA; (b) make any reasonable changes required by VITA; and (c) address any comments made by VITA.

#### 17. CONFIDENTIALITY

**17.1 Confidential Information.** "Confidential Information" means non-public proprietary or trade secret information of VITA, Supplier, or a Customer, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure to any other Party is either (i) marked as being "Confidential" or "Proprietary"; (ii) Personally Identifiable Information, including information about VITA's employees, contractors, and customers, or Sensitive Data, including PHI; (iii) in the case of VITA, Confidential Information also includes any (a) information to which the Supplier has access in VITA Facilities or VITA's Systems, (b) Work Product and information pertaining to the Work Product, (c) VITA Data, VITA Software, and systems access codes, (d) information concerning VITA's and any other Customer's operations, plans, employees, contractors or third party suppliers; or (iv) information that is protected by statute or other applicable law.

The term "Confidential Information" shall not include information that is:

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**17.2 Treatment and Protection.** Each Party shall (i) hold in strict confidence all Confidential Information, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, a Customer may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents that are bound by written non-disclosure agreements with provisions no less restrictive than the provisions of this Section 17. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own Confidential Information (but in no event shall such measures be less than reasonable care). The Parties will be responsible for all acts and omissions of their Personnel and any third party to whom the Party permits access to Confidential Information in violation of the terms of this Section 17. If any authorized disclosure, loss of, or inability to account for any Confidential Information occurs, the receiving Party will promptly notify the furnishing Party and will cooperate and take such actions as may be necessary or reasonable as requested by the furnishing Party to minimize the violation and any damage resulting therefrom.

**17.3 Return or Destruction.** Within ten (10) days of termination or expiration of this Contract or upon the earlier request of VITA, the Supplier shall, at its own expense, (a) promptly return to VITA or the furnishing Customer if so directed by VITA all tangible Confidential Information (and all copies thereof except the record required by law) of VITA or the furnishing Customer, or (b) upon written request from VITA, destroy the Confidential Information and provide VITA with written certification of such destruction. In addition, within ten (10) days of termination, the Supplier shall cease all further use of such Confidential Information, whether in tangible or intangible form.

Where a Party seeks return of Confidential Information during the term of this Agreement, the other Party may keep (i) any Confidential Information which it has a license to continue using, (ii) Confidential Information in the files of its legal counsel, for record purposes, and (iii) archival copies as may be necessary to comply with records retention policies. Additionally, a Party will have no obligation to destroy any Confidential Information that is subject to a claim, dispute, lawsuit, or subpoena.

VITA and other Customers shall retain and dispose of the Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if the Customer is not subject to such policies, in accordance with the Customer's own records retention policies.

**17.4 Third Party Information.** If the Supplier has (or might have) access to confidential information of any third party suppliers of VITA in connection with the Supplier's Transition Assistance, support or other Services, then upon VITA's request, the Supplier will enter into reasonable confidentiality agreements directly with any such third parties.

**17.5 Confidentiality Statement.** As may be required by certain Customer policies for Supplier to perform certain Services and only at specific locations, Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Agreement shall be required to sign a confidentiality statement or non-disclosure agreement with provisions no less restrictive than the provisions of this Section 17. Any violation of such statement or agreement shall be deemed a breach of this Agreement and may result in termination of the Agreement or any order or SOW issued hereunder.

**17.6 Health Insurance Portability and Accountability Act.** The Supplier agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable to the performance of this Agreement or to any SOW or order issued hereunder. The Supplier shall:

- i. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this Agreement or any SOW or order issued hereunder or as required by law;
- ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement;
- iii. Report to the Customer any use or disclosure of PHI not provided for by this Agreement;
- iv. Mitigate, to the extent practicable, any harmful effect that is known to the Supplier of a use or disclosure of PHI by the Supplier or its employees, agents or subcontractors in violation of the requirements of this Agreement;
- v. Impose the same requirements and restrictions contained in this provision on its employees, subcontractors and agents performing on this Agreement;
- vi. Provide access to PHI contained in its records to Customer, in the time and manner designated by Customer, or at the request of Customer, to an individual in order to meet HIPAA access;
- vii. Make available PHI in its records to Customer for amendment and incorporate any amendments to PHI in its records at Customer's request;

## 18. INSURANCE

**18.1 General.** All insurance policies used to satisfy the requirements of this **Section 18 (Insurance)** will be placed with an insurance company that is admitted to do business in the Commonwealth and which has an A.M. Best rating of A- or better and a Financial Size Category of Size VII or better (or, if such ratings are no longer available from A.M. Best, which has a comparable rating from a recognized insurance rating agency).

**18.2 Types and Amounts of Coverage.** The Supplier has, and agrees that during the Term and for a period of at least three (3) year after it will maintain in force the insurance types and amounts located at: [http://www.vita.virginia.gov/uploadedfiles/VITA\\_Main\\_Public/scm/StatutorilyMandatedTsandCs.pdf](http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf), and the following additional types and amounts of insurance:

- 18.2.1 Property Insurance, including Extra Expense and Business Income coverage, for all risks of physical loss of or damage to business personal property or other property of the Supplier and its Subcontractors (including Affiliates) used in performing the Services, including electronic data processing equipment. If the Supplier will have possession, care, custody or control of any buildings, business personal property or other property of VITA (or another Customer) pursuant to this Agreement, such insurance will include coverage for such property and will include VITA, the other Customers, and their officers and directors as additional insureds (and loss payees if any such VITA or other Customer property is revenue-generating property). In all cases, such insurance will have limits adequate to cover insured property on a full replacement cost basis and a business interruption limit of \$2,000,000;

- 18.2.2 Commercial General Liability with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises-operations, independent contractors, personal and advertising injury, contractual liability and products/completed operations.
- 18.2.3 Commercial Fidelity and Crime Insurance with a limit of \$2,000,000 per loss, including coverage for Computer Fraud;
- 18.2.4 Errors and Omissions Liability Insurance covering Network Security and Cyber Liability with a limit of \$15,000,000 per claim and aggregate, which can be satisfied by primary or excess professional limits, providing coverage for the Supplier's acts, errors and omissions arising out of the Supplier's performance or non-performance of the Services Such insurance will be endorsed to include VITA, the other Customers, and their officers and directors as additional insureds;
- 18.2.5 Excess or Umbrella Liability Insurance coverage with a broad as primary endorsement, with a limit of \$10,000,000 per occurrence and \$10,000,000 as an annual aggregate.

### 18.3 Terms of Coverage

- 18.3.1 All insurance coverage required herein will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. The Supplier agrees to have included in each of the insurance policies required herein a waiver of the insurer's rights of subrogation against VITA, any other indemnified parties under this Agreement, and their respective insurers. VITA, the other Customers, and their officers and directors will be added by endorsement or included under a blanket additional insured endorsement as additional insureds on a primary and non-contributory basis.
- 18.3.2 The Supplier will be responsible for all deductibles and retentions with regard to the above-described insurance. Each policy described in **Section 18.2 (Types and Amounts of Coverage)** will include provisions generally considered standard (according to the U.S. Insurance Services Office standard forms) for the type of insurance involved, including the loss payable (as applicable above) and waiver of subrogation clauses and deductible and/or self-insured retention amounts. To the extent any coverage is written on a claims-made basis, it will have a retroactive date no later than the Effective Date of this Agreement and, notwithstanding the termination or expiration of this Agreement, will allow for reporting of claims until the applicable limitation of actions period has expired, either directly or through 'tail' coverage for a period not less than six years after termination or expiration of this Agreement.
- 18.3.3 Within 30 days after the execution date of this Agreement or any required insurance policy, or the date of any new or renewed policy, and from time to time during the Term upon VITA's request, the Supplier will furnish VITA with a current certificate of insurance showing coverage in at least the amounts required by **Section 18.2 (Types and Amounts of Coverage)**. Certificates of insurance for the coverages set forth in **Section 18.2 (Types and Amounts of Coverage)** will reflect evidence each coverage is maintained for the Supplier and the Supplier's ultimate corporate parent if other than the Supplier. Such certificates of insurance will include evidence of VITA's additional insured and loss payee status on the policies for which such status is required as set forth in **Section 18.2 (Types and Amounts of Coverage)**.

- 18.3.4 The Supplier will provide at least 30 days' notice to VITA prior to any cancellation or reduction to coverage afforded to VITA (except that 10 days' notice to VITA is required in the case of non-payment of any premium).
- 18.3.5 If during the Term any insurer fails to meet or exceed the A.M. Best rating required by **Section 18.1 (Insurance, General)**, the Supplier will, from the time of the Supplier's knowledge thereof, endeavor to procure within 60 days insurance from an alternative insurer who does meet or exceed such rating and to provide updated certificates of insurance to VITA.
- 18.3.6 In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, the Supplier will be solely responsible for taking such action. The Supplier will provide VITA with contemporaneous notice and with such other information as VITA may request regarding the event.
- 18.3.7 The Parties do not intend to shift all risk of loss to insurance. The Supplier's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Supplier would otherwise have under this Agreement. Similarly, the naming or endorsement of VITA as additional insured is not intended to be a limitation of the Supplier's liability under this Agreement and will in no event be deemed to, or serve to, limit the Supplier's liability to VITA to available insurance coverage or to the policy limits specified above, nor to limit VITA's rights to exercise any and all remedies available to VITA under this Agreement, at law or in equity.

#### **18.4 Subcontractor Insurance**

- 18.4.1 The Supplier will require all Subcontractors, if any, to maintain insurance types described above naming or endorsing the Supplier as an additional insured. The Supplier will require all Subcontractors to maintain coverage amounts that are the greater of (1) one million dollars (\$1,000,000), and (2) three (3) times the amounts the Supplier anticipates paying each Subcontractor when Supplier enters into a subcontract in support of this Agreement.
- 18.4.2 The Supplier agrees to use commercially reasonable efforts to cause each of its Subcontractors to, arrange for their respective insurers to waive all rights of recovery against VITA for any deductibles and/or self-insured retentions it may have on its insurance policies. The Supplier agrees, and will cause each of its Subcontractors to, arrange for their respective insurers to waive all rights of subrogation against VITA in advance of any loss.
- 18.4.3 If the insurance coverages or coverage limits maintained by any Subcontractor are less than those required under this **Section 18.4 (Subcontractor Insurance)**, the Supplier's insurance will respond as excess and difference in conditions policies with respect to the Subcontractor's policies to meet the requirements of this **Section 18.4 (Subcontractor Insurance)**.

**19. INDEMNIFICATION**

**19.1 Indemnification by the Supplier.** The Supplier agrees to indemnify, defend and hold harmless each VITA Indemnitee from and against any and all Losses suffered or incurred by any of them arising from, in connection with, or based on any of the following, whenever made:

- 19.1.1 Any Claim relating to the Supplier's alleged failure to observe or perform any duties or obligations to be observed or performed by the Supplier on or after the Effective Date relating to VITA resources referenced or identified in **Section 7 (Use of VITA Resources)**, if any, that are assigned to the Supplier or for which the Supplier has assumed financial, administrative or operational responsibility or used in the provision of the Services;
- 19.1.2 Any Claim relating to an alleged breach of the Supplier's obligations under **Sections 16 (Data Security and Protection)** or **17 (Confidentiality)**;
- 19.1.3 Any Claim for death or bodily injury, or the damage, loss or destruction of real or tangible personal property of any third party (including employees of VITA or the Supplier or their respective subcontractors) brought against a VITA Indemnitee alleged to have been caused by the acts or omissions of the Supplier, Supplier Personnel or anyone else for whose acts the Supplier is responsible where the acts or omissions are alleged to have met the applicable standard for the cause of action;
- 19.1.4 Any Claim by any Supplier Personnel or Subcontractor, including based on any aspect of the engagement or employment by the Supplier or Subcontractors of Supplier Personnel, or the termination of such employment or engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local Law governing employment) regardless of whether the claimant claims or is deemed by a court to be an employee or joint employee of VITA (it being expressly agreed between the Supplier and VITA that such individuals are not intended to be employees of VITA);
- 19.1.5 Any Claim with respect to the Supplier's use of any third party equipment, software or services under any VITA Third Party Contracts made available by VITA to the Supplier or the Supplier's Subcontractors to the extent the loss results from a breach by the Supplier or the Supplier Subcontractors of (a) the applicable third party software license agreement, lease agreement or VITA Third Party Contract, or certain provisions thereof, which have been provided to the Supplier, or (b) any other reasonable restrictions required by VITA relating to VITA's third party equipment, software or VITA Third Party Contracts, which restrictions are provided in writing to the Supplier;
- 19.1.6 Any Claim with respect to any criminal misconduct, willful misconduct or negligence by the Supplier or Supplier Personnel; or
- 19.1.7 Any Claim that would have been covered under insurance policies that the Supplier is required to maintain pursuant to **Section 18 (Insurance)** solely to the extent of the Supplier's failure to procure such required insurance.

**19.2 Infringement Claims.** If any item used by the Supplier to provide the Services or which is provided by the Supplier to VITA under this Agreement, or any Work Product becomes, or in the Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation Claim, the Supplier will, in addition to



indemnifying VITA Indemnitees as provided in this **Section 19 (Infringement Claims)**: (a) promptly at the Supplier's expense secure the right to continue using the item or Work Product, or (b) if this cannot be accomplished with commercially reasonable efforts, then at the Supplier's expense, replace or modify the item or Work Product to make it non-infringing or without misappropriation, while not degrading performance, functionality, or quality, increasing VITA costs, or disrupting VITA's business operations. For the avoidance of doubt, VITA shall not have the right to prescribe Supplier's choice of (a) or (b) above.

### 19.3 Indemnification Procedures

- 19.3.1 **Notice.** Promptly after receipt by a VITA Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other Claim by a third party involving a Claim in respect of which the VITA Indemnitee may seek indemnification from the Supplier, the VITA Indemnitee will notify the Supplier of such Claim in writing and provide to the Supplier all reasonably available information requested. No failure to so notify the Supplier will relieve the Supplier of its obligations under this Agreement except to the extent that the Supplier can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice from the VITA Indemnitee relating to any Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due ("**Notice Period**"), the Supplier will notify the VITA Indemnitee in writing if the Supplier elects to be involved in the defense and settlement of that Claim ("**Notice of Election**"). If Supplier provides the Notice of Election after the Notice Period, VITA may extend the Notice Period if VITA determines, in VITA's sole and reasonable discretion, that such an extension will not adversely impact the defense of the Claim. The Supplier's failure to elect to be involved in the Claim will not relieve the Supplier of its responsibility for any Losses related to such Claim.
- 19.3.2 **Procedure Following Notice of Election.** If the Supplier delivers a Notice of Election within the required Notice Period, the Supplier will be involved in the defense and settlement of such claim; provided that (i) as required by Virginia law, including § 2.2-510 of the Code of Virginia, selection of counsel shall be approved by the Attorney General of Virginia and (ii) the Supplier will obtain the prior written approval of the VITA Indemnitee, the Attorney General of Virginia, and all other persons as required by Virginia law before entering into any settlement of such Claim or ceasing to defend against such Claim.
- 19.3.3 **Procedure Where No Notice of Election Is Delivered.** If the Supplier does not deliver a Notice of Election within the Notice Period, the VITA Indemnitee may proceed to defend the Claim in such manner as it may reasonably deem appropriate, at the cost and expense of the Supplier. The Supplier will promptly reimburse the VITA Indemnitee for all Losses related to such Claim. The VITA Indemnitee may settle any such Claim without the consent of the Supplier. If it is determined that the VITA Indemnitee notified the Supplier of a Claim pursuant to Section 19.3.1 above and the Supplier failed to defend such Claim for which it was liable, the Supplier will not be entitled to challenge the amount of any settlement or compromise paid by the VITA Indemnitee.

## 20. REMEDIATION PLANS AND STEP IN RIGHTS

**20.1 Triggers for a Remediation Plan.** If (a) the Supplier fails to perform any significant Function, including in connection with a Force Majeure Event, or (b) upon the occurrence of anything that specifically triggers VITA's right to require Supplier to produce a remediation plan, VITA may require the Supplier to provide a draft of a

remediation plan. In such a case, the Supplier will prepare and deliver within three (3) Business Days after receiving VITA's written request (or such other time period as to which VITA and the Supplier may agree) such a plan ("**Remediation Plan**") for VITA's review and approval.

**20.2 Remediation Plan Contents.** A Remediation Plan must specify the process for identifying the cause of the failure or incident that the Remediation Plan is intended to remedy or prevent:

- 20.2.1 where remedy of the failure or incident is possible, the actions that will be taken by the Supplier to effect that remedy;
- 20.2.2 the actions that will be taken by the Supplier to prevent the same or a substantially similar failure or incident from occurring in the future; and
- 20.2.3 the timeline for implementing the Remediation Plan.

**20.3 VITA's Response to Draft Remediation Plan.**

After receiving the draft Remediation Plan, VITA may inform the Supplier that it approves the draft Remediation Plan or comment on the draft Remediation Plan (including a request for additional information), in which case the Supplier will (a) at the reasonable request of VITA, meet to discuss VITA's comments; and (b) within two (2) Business Days after the meeting, or receipt of VITA's comments where no meeting is required by VITA, prepare a revised Remediation Plan addressing VITA's comments and submit it for VITA's review and, as VITA deems appropriate, further comment or approval.

**20.4 Implementation of Remediation Plan.**

Supplier will only implement the Remediation Plan upon approval from VITA, which shall not be unreasonably withheld or delayed. The preparation and submission of a Remediation Plan shall not limit Supplier's ability to implement reasonable measures to mitigate the losses and damages sustained by the Supplier, VITA and Customers.

**20.5 Exercise of Step In Rights**

- 20.5.1 If the Supplier fails to comply in a timely manner with the Supplier's obligations regarding the creation or implementation of a Remediation Plan (including the provision of the applicable Services once implemented), or if the Supplier does not produce a Remediation Plan acceptable to VITA (after having had one chance to revise it pursuant to **Section 20.1**, VITA may by giving written notice to the Supplier, in addition to its other remedies at law and in equity, take over the creation and/or implementation of the Remediation Plan, the rectification of the failure or incident, and/or the provision of the applicable Functions, or otherwise authorize its designee (including other Integrated Suppliers) to do the same (each a "**Step In**"), which, at VITA's reasonable discretion, may or may not include the Supplier's involvement.
- 20.5.2 If VITA or its designee Steps In, the Supplier must cooperate fully with VITA and its personnel and provide, at no additional charge to VITA, all assistance reasonably required by VITA, including:
  - (a) providing access to all relevant equipment, premises and software under the Supplier's (or a Subcontractor's) control as required by VITA (or its designee) in connection with the Step In; and

- (b) ensuring that Supplier Personnel normally engaged in the provision of the Services are available to VITA (or its designee) to provide any assistance VITA may reasonably request.
- 20.5.3 VITA's right to Step In will end, and VITA must hand back the responsibility to the Supplier, when the Supplier demonstrates to VITA's reasonable satisfaction that the Supplier is capable of resuming provision of the affected Service(s) in accordance with the requirements of this Agreement and that the Supplier has taken actions necessary and appropriate to mitigate the risk that the occurrence giving rise to the Step In will recur.
- 20.5.4 Upon presentment, the Supplier will reimburse VITA for the following costs incurred by VITA in exercising its Step In rights, to the extent in excess of what would have been the Supplier's Charges for the Services replaced by the Step In ("**Step In Costs**"), and VITA will not be responsible to pay the Supplier's Charges for the Services that were replaced by the Step In:
- (a) any reasonable payments VITA makes to a third party in connection with the provision of services related to the Step In; and
- (b) the reasonable and proven additional internal costs and expenses incurred by VITA solely as a result of or in connection with VITA exercising its right to Step In, provided such costs and expenses are not normally incurred by VITA.

**20.6 Interplay with Other VITA Rights and Remedies.** For purposes of clarity, VITA's exercise of any of its rights in this **Section 20 (Remediation Plans and Step In Rights)** does not prevent VITA from concurrently (or later) exercising other rights and remedies that it may have under this Agreement (or at law or in equity) only to the extent that VITA will not be made whole after the Supplier's reimbursement of Step In Costs and waiver of the Supplier's Charges for the affected Services pursuant to Section 20.5.4 above.

## 21. LIABILITY

### 21.1 Liability Cap

21.1.1 Supplier's liability with respect to this Agreement shall be limited to Three Hundred Million Dollars (\$300,000,000). Supplier agrees that it is fully responsible for all acts and omissions of Supplier Personnel, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple Losses stemming from the same root cause constitute a single incident.

SUPPLIER WILL NOT BE LIABLE FOR ANY INDIRECT (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF BUSINESS) OR CONSEQUENTIAL DAMAGES.

21.1.2 The limitations of liability set forth in **Section 21.1.1** will not apply to any of the following: (a) any intentional or willful misconduct, fraud or negligence of Supplier or any Supplier Personnel; (b) Claims for bodily injury, including death, and real and tangible property damage, (c) Claims and Losses that are the subject of indemnification by Supplier under this Agreement, including pursuant to **Section 19 (Indemnification)** except for Supplier's indemnification related to Section 16 (Data Security and Protection); (d) damages attributable to Supplier's breach of its material obligations with respect to Confidential Information; or (e) damages attributable to the improper or wrongful termination of this Agreement or abandonment of the Services by the Supplier or the Supplier's refusal or failure to provide Transition Out Assistance as

required by this Agreement; or (f) damages occasioned by Supplier's breach of its obligations under this Agreement to comply with applicable (i) law, statute, regulation, ordinance or subordinate legislation; (ii) applicable common law and (iii) any binding court order, judgment or decree (including consent agreements).

- 21.1.3 Service Level Credits, Deliverable Credits, as well as any other credits that are expressly creditable under this Agreement (including pursuant to **Exhibit 3 (Reporting and Service Level Management)**), will not limit or otherwise reduce (a) the foregoing Liability Cap or (b) any other rights or remedies that VITA may have available to it under this Agreement, including termination rights and rights to recover damages.

**21.2 Stipulations As To Recoverable Damages.** For purposes of clarity, and without limiting the Supplier's liability for recoverable damages under this Agreement, the Supplier hereby agrees and stipulates that, notwithstanding anything in this Agreement or applicable legal precedent to the contrary, the types of costs and expenses listed below in this **Section 21.2 (Stipulations As To Recoverable Damages)** will be deemed to be damages that are recoverable under this Agreement, to the extent incurred by VITA or another Customer as a result of the failure of Supplier (or entities or persons for whom Supplier is responsible) to fulfill its obligations under and in accordance with this Agreement and without changing the applicable standard as to the amount of any such costs or damages. The recovery of these damages will be subject to the limitations in **Section 21.1.1** unless otherwise exempted from such limitations under **Section 21.1.2**.

- 21.2.1 Step In Costs;
- 21.2.2 Costs and expenses incurred by VITA (including documented internal costs as well as amounts paid to third parties) to correct errors or deficiencies in the Services or Deliverables, provide a workaround for the Services or Deliverables, and/or acquire substitute services conforming to this Agreement as a result of any failure of the Supplier to provide the Services or Deliverables as required by this Agreement;
- 21.2.3 Costs and expenses incurred by VITA (including documented internal costs as well as amounts paid to third parties) to correct, recreate, and/or reload VITA Data lost or damaged as a result of the Supplier's breach of this Agreement or as a result of negligence or willful misconduct by the Supplier (or an entity or person for whom the Supplier is responsible);
- 21.2.4 Fines, regulatory assessments, penalties, interest, and similar amounts that VITA, any other Customer or the Commonwealth incurs or owes any Governmental Authority, or any losses of reimbursements to VITA, any other Customer or the Commonwealth from any Governmental Authority that may occur, in each case to the extent in connection with the Supplier's failure to perform or comply in accordance with this Agreement; and
- 21.2.5 Costs and expenses incurred for identity protection services, including notification letters, forensic analysis, credit monitoring services, identity theft insurance, reimbursement for credit freezes, fraud resolution services, identity restoration services, toll free information services for affected individuals and any similar service that corporate entities that maintain or store Personally Identifiable Information make available to individuals who are affected by the unauthorized use or disclosure of their Personally Identifiable Information.

**21.3 Force Majeure**

- 21.3.1 No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by a Force Majeure Event.
- 21.3.2 In such event, the non-performing Party will be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance will immediately notify the Party to whom performance is due by telephone (to be confirmed by email as soon as possible after the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. To the extent the provision of the Services or any part thereof is prevented or materially affected by a Force Majeure Event, VITA's obligation to pay Charges hereunder will accordingly be reduced by an equitable amount (which in the case of total suspension of the Services would be an amount equal to the total Charges hereunder for the period of suspension).
- 21.3.3 If any Force Majeure Event substantially prevents, hinders or delays performance of the Services, then the Supplier will use commercially reasonable efforts to identify another Supplier location from which it might provide the Services without interference from such event, and if VITA requests, the Supplier will assist VITA in identifying an alternate source that may be able to provide the Services to VITA during the time of such Force Majeure Event. If any Force Majeure Event substantially prevents, hinders or delays performance of the Services reasonably identified by VITA as critical for more than three consecutive days, then at VITA's option: (a) VITA may procure such Services from an alternate source; (b) VITA may terminate any portion of this Agreement so affected without charge to VITA or liability to the Supplier and the Charges payable under this Agreement will be equitably adjusted to reflect those terminated Services; or (c) VITA may terminate this Agreement, without charge to VITA or liability to the Supplier, as of a date specified by VITA in a written notice of termination to the Supplier. The Supplier will not have the right to any additional payments from VITA for costs or expenses incurred by the Supplier as a result of any Force Majeure Event.
- 21.3.4 A Force Majeure Event will not relieve the Supplier of its obligations to implement all of the Services relating to Disaster Recovery and Business Continuity that are included in this Agreement within the required time periods as described in this Agreement.
- 21.3.5 During a Force Majeure Event or other service disruption that impacts not only VITA (including any Customers) but also other customers of the Supplier, the Supplier will not give any of its other customers higher priority for recovery of services than it gives to VITA and the other Customers.

**22. DISPUTE RESOLUTION.** Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or with respect to performance by the Supplier or VITA, will be resolved as provided in this **Section 22 (Dispute Resolution)**.

**22.1 Dispute Resolution Procedure.**

22.1.1 Informal Dispute Resolution Efforts. Whenever a dispute arises, the Parties shall first attempt to resolve such dispute informally, as follows:

- (a) Initial Effort. The Parties agree that they shall attempt in good faith to resolve disputes through Supplier and VITA management personnel assigned to the Services. If the Parties are unable to resolve a dispute through such efforts in an amount of time that either Party deems reasonable, such Party may, by notice to the other Party, escalate the dispute for resolution by the senior executives in their respective organizations that do not have day-to-day responsibilities associated with the Services.
- (b) Escalation. Within five (5) business days after receipt of an escalation notice under **Section 22.1.1(a) (Initial Effort)**, each Party shall prepare and provide to the other Party's senior executives, summaries of the relevant information and background of the dispute, along with any supporting documentation, for their review. Within ten (10) business days after receiving the escalation notice, the senior executives shall confer by telephone or in person. If no resolution is found, the senior executives shall confer as many additional times as they deem reasonably necessary. The executives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the senior executives, but may include the preparation of agreed-upon statements of fact or written statements of position.
- (c) Provision of Information. During the course of the efforts and negotiations pursuant to this **Section 22.1.1 (Dispute Resolution, Informal Dispute Resolution Efforts)**, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the dispute, shall be honored in order that each of the Parties may be fully advised of the other's position. All negotiation shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in any subsequent dispute resolution efforts, including litigation; provided, however, the underlying facts supporting such materials may be subject to discovery.

22.1.2 Contractual Claims. Without limiting the efforts described in **Section 22.1.1 (Dispute Resolution, Informal Dispute Resolution Efforts)** if unsuccessful, in accordance with §2.2-4363 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of VITA's decision on the claim, unless VITA fails to render its decision within thirty (30) days after its receipt of the Supplier's written claim. The decision of VITA shall be final and conclusive unless the Supplier appeals within six (6) months of the date of the final decision on the claim, by invoking appropriate legal action under §2.2-4364, Code of Virginia or administrative procedures authorized by §2.2-4365, Code of Virginia, if any.

Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include

the right to terminate any Services or this Agreement, except as expressly provided under this Agreement.

## **22.2 Reserved.**

**22.3 Continued Performance.** Each Party agrees (a) to continue performing its obligations under this Agreement while a dispute is being resolved except (and then only) to the extent performance is prevented by the other Party or the issue in dispute precludes performance, and (b) not to take any action that intentionally obstructs, delays, or reduces in any way the performance of such obligations. A good faith dispute regarding invoiced Charges and VITA's withholding payment of disputed Charges as permitted under this Agreement will not be considered to prevent the Supplier from performing the Services or preclude performance by the Supplier, nor will this **Section 22.3 (Continued Performance)** be interpreted to limit either Party's right to terminate this Agreement as provided in **Section 12 (Termination)**. The Supplier acknowledges and agrees that any interruption to the Service may cause irreparable harm to VITA or the other Customers and may adversely impact the ability of the Commonwealth to carry out vital public safety and other governmental functions (including homeland security matters).

**22.4 Alternative Dispute Resolution.** Either party may request alternative dispute resolution ("ADR") pursuant to VITA's ADR procedures. ADR may be invoked at any time and concurrently with any other process prescribed by this Agreement or the Code of Virginia. The ADR procedures do not toll any statutory deadline or any deadline specified in this Agreement.

## **23. GENERAL**

**23.1 Entire Agreement.** This Agreement – including these General Terms and Conditions and the attached Exhibits other attachments – constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter.

**23.2 Contracting Parties; No Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, VITA and the Supplier. This Agreement does not create any legally enforceable rights in third parties, including service providers, subcontractors and customers of a Party, except as provided in **Section 18 (Insurance)**.

**23.3 Contract Amendments and Modifications.** Any terms and conditions varying from this Agreement on any order or written notification from either Party will not be effective or binding on the other Party. This Agreement may be amended or modified solely in a writing signed by an authorized representative of each VITA and Supplier. No amendment or modification hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment or modification is sought to be enforced. The express terms of this Agreement control and supersede any course of performance or dealing or usage of the trade inconsistent with any of the terms thereof.

**23.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the courts of the Commonwealth of Virginia. The English language version of the Agreement prevails when interpreting the Agreement. The United Nations Convention on Agreements for the International Sale of Goods and all other Laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. Nothing in this Agreement will be construed to waive the Commonwealth's sovereign immunity which applies to the Customers.

**23.5 Waiver.** No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized

representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

**23.6 Remedies Cumulative.** Except as otherwise expressly provided in this Agreement, all remedies provided in this Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under this Agreement, at law, or in equity.

### 23.7 References

- 23.7.1 The section headings and the table of contents used in this Agreement are for convenience of reference only and will not enter into the interpretation of this Agreement.
- 23.7.2 Unless otherwise indicated, section references are to sections of the document in which the reference is contained. For example, section references in these General Terms and Conditions are to sections of these General Terms and Conditions and, likewise, section references in an attachment to these General Terms and Conditions are to sections of that attachment.
- 23.7.3 Unless otherwise indicated, references in an Exhibit to a Section or paragraph of "the Agreement" are references to the Section in these General Terms and Conditions.
- 23.7.4 References to numbered (or lettered) sections of this Agreement also refer to and include all subsections of the referenced section.
- 23.7.5 Unless otherwise indicated, references to an Exhibit or other attachment to these General Terms and Conditions also refer to and include all documents that are subsidiary to, attached to or incorporated in (either directly or through other attachments) the referenced Exhibit. For example, a reference to **Exhibit 3 (Reporting and Service Level Management)** (including such a reference in **Exhibit 3 (Reporting and Service Level Management)**) includes all subsidiary Exhibits to **Exhibit 3 (Reporting and Service Level Management)**.
- 23.7.6 Unless the context requires otherwise, (a) "***including***" (and any of its derivative forms) means including but not limited to, (b) "***may***" means has the right, but not the obligation to do something and "***may not***" means does not have the right to do something, (c) "***will***," "***must***" and "***shall***" are expressions of command, not merely expressions of future intent or expectation, (d) "or" shall not be exclusive, (e) words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine, (f) the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision, and (g) references by name to specific divisions, departments, programs, or the like are intended for the convenience and not to limit either party's rights or obligations with respect thereto.

**23.8 Order of Precedence.** If there is any conflict within this Agreement, the Parties will attempt to read any such conflicting provisions consistently, however, in the event such a consistent reading cannot be accomplished, the order of precedence will be as follows: (a) the General Terms and Conditions and any amendments thereto, (b) the Exhibits, (c) the Attachments, (d) other attachments to this Agreement, (e) Statements of Work (including Change Orders thereto), and (f) documents incorporated by reference.



**23.9 Severability.** If any provision of this Agreement conflicts with the Law under which this Agreement is to be construed or if any provision of this Agreement is held invalid, illegal, or otherwise unenforceable by a competent authority, such provision will, if possible, be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. In any event, the remainder of this Agreement will remain in full force and effect.

**23.10 Counterparts.** This Agreement may be executed in several counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counter-part, including a signed counterpart reproduced by reliable means (including facsimile and PDF), will be considered as legally effective as an original signature.

**23.11 Reading Down.** If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid, lawful and enforceable and an alternative interpretation that would make it unenforceable, illegal, invalid or void then, so far as is possible, that provision will be interpreted or construed to be limited and read down to the extent necessary to make it valid and enforceable.

**23.12 UCITA.** UCITA shall apply to the Agreement only to the extent required by §59.1-501.15 of the Code of Virginia.

**23.13 Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

**23.14 Binding Nature and Assignment.** This Agreement shall be binding on the Parties and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier shall not assign, subcontract, delegate or otherwise convey this Agreement or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without such written consent shall be void. VITA may assign this Agreement to any entity, so long as the assignee agrees in writing to be bound by all the applicable terms and conditions of this Agreement.

If any Law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee, and any payments made prior to receipt of such notification shall not be covered by such assignment.

**23.15 Notices**

23.15.1 All notices, requests, demands and determinations under this Agreement (other than routine operational communications), will be in writing and will be deemed duly given (a) when delivered by hand, (b) on the designated day of delivery after being timely given to an express overnight courier with a reliable system for tracking delivery, (c) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

(a) In the case of VITA:

Virginia Information Technologies Agency  
11751 Meadowville Ln  
Chester, VA 23836  
Attention: Director, Supply Chain Management  
E-mail Address: \_\_\_\_\_

With copies to:

Office of the Attorney General  
202 N. 9<sup>th</sup> St.  
Richmond, VA 23219  
Attention: Technology and Procurement Law Section

(b) In the case of the Supplier:

Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc.  
d/b/a Verizon Business Services  
703 East Grace Street, 7th Floor  
Richmond, Virginia 23219  
Attention: Eric Adkins, Sr. Client Partner  
E-mail Address: eric.r.adkins@verizon.com

With copies to:

Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc.  
d/b/a Verizon Business Services  
1320 Courthouse Road  
Arlington, Virginia 23219  
Attention: Vice President, Deputy General Counsel  
E-mail Address: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

23.15.2 A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

**23.16 Non-Solicitation.** Except as expressly set forth herein, during the term of this Agreement and for a period of twelve (12) months thereafter, Supplier shall not solicit for employment directly or indirectly, nor employ, any employees of VITA or other Customer without the prior written approval of VITA or such other Customer. Except as expressly set forth herein, during the term of this Agreement and for a period of twelve (12) months thereafter, VITA shall not solicit for employment directly or indirectly, nor employ, any employee of Supplier involved in the performance of the Services without the prior written consent of Supplier. In each case, the prohibition on solicitation and hiring shall extend ninety (90) days after the termination of the employee's employment or, in the case of Supplier employees, the cessation of his or her involvement in the performance of Services. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association. Neither the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation nor the consideration and hiring of persons responding to such advertisements shall be deemed a breach of this **Section 23.16 (Non-Solicitation)**, unless the advertisement and solicitation is undertaken as a means to circumvent or conceal a violation of this provision and/or the hiring party acts with knowledge of this hiring prohibition.

### **23.17 Independent Contractor**

23.17.1 The Parties intend to create and are creating under this Agreement an independent contractor relationship and nothing in this Agreement will operate or be construed as making the Commonwealth or VITA (or any other Customers) partners, joint venturers, principals, joint employers, agents or employees of or with the Supplier,

and vice versa. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by the Supplier to perform work hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of the Commonwealth, VITA or any other Customer for any purpose. Under no circumstance is the Supplier or any Supplier Personnel to be considered a Commonwealth officer or employee or other covered or insured party. Accordingly, the Supplier will be solely responsible for providing and/or ensuring appropriate compensation and benefits, including health benefits, for such Supplier Personnel in accordance with all applicable Laws; and payment of all employment-related taxes. The Supplier, not the Commonwealth, VITA or any of the other Customers, has the right, power, authority and duty to supervise and direct the activities of the Supplier Personnel and to compensate such Supplier Personnel for any work performed by them hereunder and each Supplier Personnel is the employee or agent of Supplier and in no manner a common law employee or otherwise agent of VITA or any Customer.

23.17.2 In addition, the Supplier expressly acknowledges and agrees that the Services rendered pursuant to this Agreement will not form the basis for any rights of eligibility, vesting or participation in any fringe benefits afforded to any employees of VITA, including, but not limited to, vacation and holiday pay, leaves of absence, health and welfare benefits, including coverage for medical, dental, vision, accidental death and disability, long-term disability, life insurance, severance benefits, retirement benefits, including pension or thrift plan contributions, and/or any other benefits of any kind or nature provided by VITA to its employees, whether or not maintained under a qualified ERISA plan, even if a person's period of performance hereunder is subsequently reclassified by a third party as a period of employment with VITA for any other purpose. The Supplier, and not the Commonwealth, VITA or the other Customers, will be responsible and therefore solely liable for all acts and omissions of Supplier Personnel, including acts and omissions constituting negligence, gross negligence, willful misconduct or fraud.

23.17.3 The Supplier agrees to accept exclusive liability for the payment of taxes whether federal, state or local, or contributions for income taxes, unemployment insurance, retirement pensions, annuities or social security payments which are measured by the wages, salaries or other remuneration paid to Supplier Personnel and to defend and indemnify VITA Indemnitees for any such taxes, contributions or penalties which VITA may be compelled to pay. The Supplier also agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions.

**23.18 Covenant of Good Faith.** Each Party, in its respective dealings with the other Party under or in connection with this Agreement, will act reasonably and in good faith.

**23.19 Covenant Against Pledging.** The Supplier agrees that, without the prior written consent of VITA, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from VITA under this Agreement for any reason whatsoever. To the extent VITA permits the Supplier to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from VITA under this Agreement, the Supplier will continue to be VITA's sole point of contact with respect to this Agreement, including with respect to payment. The person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against VITA.

**23.20 No Liens.** The Supplier will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of VITA or any other Customer. In the event that any such liens arise as a result of the Supplier's action or inaction, the Supplier will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If the Supplier fails to do so, VITA may, in its sole discretion, pay the amount of such lien out of VITA's funds, or deduct such amounts from payments due to the Supplier as necessary to pay such lien. If VITA pays the lien amount out of VITA's funds, such amount paid by VITA shall become an obligation of Supplier which may be withheld from amounts due Supplier under this Agreement.

**23.21 Approvals and Similar Actions.** If consent or approval is required from a Party, it may be withheld in such consenting or approving Party's sole discretion, unless expressly stated otherwise. An approval or consent given by a Party under this Agreement will not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

**23.22 Further Assurances.** The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.

**23.23 Non-Delegation.** Nothing herein will be deemed or construed as delegating the discretionary powers or authority of VITA or any of the Customers to the Supplier. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other Customers to VITA or the discretionary powers or authority of VITA to the other Customers.

**23.24 Public Disclosures; Service Marks.** The Supplier will not make any press releases, public announcements or similar public disclosure relating to this Agreement or its subject matter, including promotional or marketing material without the prior consent of VITA and the impacted Customers, and any such press release, public announcement or similar public disclosure will be coordinated with and approved by VITA and the impacted Customers prior to release. Nothing in this Section will be construed as permitting the Supplier to use any trademark, service mark, trade name, logo, symbol, seal or brand name of VITA, the Commonwealth, or any other Customer without prior written consent of VITA or the applicable Customer, which VITA or such Customer may give or deny in its sole discretion. This provision does not alter the restrictions on the disclosure of Confidential Information set forth herein. The Supplier will not, without VITA's consent, use the name, service marks or trademarks of VITA in any advertising or promotional materials prepared by or on behalf of the Supplier.

**23.25 Export Controls.** Each of VITA and the Supplier will retain responsibility for its compliance with all applicable export control Laws and economic sanctions programs relating to its respective business, facilities, and the provision of services or products to third parties. Neither VITA nor the Supplier, as applicable, will be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by such Party. Applicable export control or economic sanctions programs may include U.S. export control Laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Cuba, Iran, North Korea, Sudan and Syria, as well as Specially Designated Nationals and Blocked Persons programs. VITA and the Supplier will comply with U.S. export control and U.S. economic sanctions Laws with respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof. Prior to VITA and the Supplier providing each other any goods, software, services and/or technical data subject to export controls controlled at a level other than EAR99/AT, the providing Party will provide written notice to the receiving Party specifying the nature of the controls and any relevant export control classification numbers. Neither VITA nor the Supplier, as applicable, will be obligated to provide any goods, software, services and/or technical data under this Agreement to any other person, if doing such would violate applicable Law.

**23.26 Mutually Negotiated.** No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one Party on the basis that such Party put forward or drafted this Agreement or any provision of this Agreement.

**23.27 Contract Documents.**

23.27.1 Exhibits. The following table lists the documents comprising the full Agreement, each of which is incorporated herein by this reference:

| Number      | Name   |
|-------------|--|
| MSA         | Master Services Agreement                    |
| Exhibit 1   | Integrated Services Platform                 |
| Exhibit 1.1 | Definitions                                  |
| Exhibit 1.2 | Governance Framework                         |
| Exhibit 1.3 | SMM Outline                                  |
| Exhibit 1.4 | OLA Outline                                  |
| Exhibit 2   | Description of Services and Solution         |
| Exhibit 2.1 | Description of Services – Voice Data Network |
| Exhibit 2.2 | Description of Services – Cross Functional   |
| Exhibit 2.3 | Solution                                     |
| Exhibit 2.4 | Implementation Plan                          |
| Exhibit 2.5 | Transition Out Plan                          |
| Exhibit 2.6 | Reserved                                     |
| Exhibit 2.7 | Sites  |
| Exhibit 3   | Reporting and Service Level Management       |
| Exhibit 3.1 | Service Level Matrix                         |
| Exhibit 3.2 | Service Level Definitions and Measurement    |
| Exhibit 3.3 | Critical Deliverables                        |
| Exhibit 3.4 | Reports Matrix                               |
| Exhibit 3.5 | Customer Satisfaction                        |
| Exhibit 4   | Pricing and Financial Provisions             |
| Exhibit 4.1 | Pricing and Volumes Matrix                   |
| Exhibit 4.2 | Resource Unit Definitions                    |
| Exhibit 4.3 | Reserved                                     |
| Exhibit 4.4 | Reserved                                     |
| Exhibit 4.5 | Reserved                                     |
| Exhibit 4.6 | Equipment Assets                             |
| Exhibit 4.7 | Software Assets                              |
| Exhibit 4.8 | Third Party Contracts                        |
| Exhibit 4.9 | Billing Triggers                             |
| Exhibit 5   | Personnel and Human Resource Provisions      |
| Exhibit 5.1 | Key Personnel                                |
| Exhibit 5.2 | Personnel Projection Matrix                  |

The descriptions included in the foregoing table shall not be read as adding or limiting obligations otherwise described in this Agreement or the documents themselves.

23.27.2 Attachments. The following Attachments are attached to these General Terms and Conditions and incorporated herein by this reference:

Attachment A - Form of Statement of Work

Attachment B - Form of Change Order

Attachment C - Reserved

Attachment D - License Agreement Addendum (LAA)

Attachment E - Reserved

Attachment F - Reserved

Attachment G – VITA Core Contractual Terms


Attachment H – VITA Mandatory Internal Revenue Service Publication 1075 terms

Attachment I – Reserved


**[End of General Terms and Conditions - Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, effective as of the Effective Date.

**COMMONWEALTH OF VIRGINIA,  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

By:   
Name: Nelson P. Mae  
Title: CIO of The Commonwealth  
Date: 8/20/18

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of  
MCI Communications Services, Inc. d/b/a Verizon Business  
Services

By:   
Name: Anthony Recine  
Title: SVP  
Date: 08/13/2018

Virginia Information Technologies Agency



## **Exhibit 1**

# **Integrated Services Platform**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836



## Table of Contents

|       |   |   |
|-------|---|---|
| 1.0   | Introduction .....  | 3 |
| 2.0   | Integrated Services Platform .....                        | 3 |
| 2.1   | Overview .....  | 3 |
| 2.2   | Key Tenets of the Operating Model.....                    | 3 |
| 2.3   | Governance Framework.....                                 | 4 |
| 2.4   | Services Documentation .....                              | 5 |
| 3.0   | Goals and Objectives for this Agreement .....             | 5 |
| 4.0   | Interpretation of Provisions in Sections 2.0 and 3.0..... | 5 |
| 5.0   | Classification of Services Documents.....                 | 6 |
| 6.0   | Document Control and Document Data Store.....             | 6 |
| 6.1   | Document Data Store .....                                 | 6 |
| 6.2   | Document Change.....                                      | 6 |
| 6.2.1 | Changes to Common Documents .....                         | 6 |
| 6.2.2 | Changes to Operational Documents.....                     | 8 |

## 1.0 Introduction

This **Exhibit 1** describes the Integrated Services Platform and the way the Integrated Suppliers are obligated to interact and change in the Managed Environment.

The following attachments to this **Exhibit 1** are hereby incorporated by reference:

- **Exhibit 1.1 (Definitions)**
- **Exhibit 1.2 (Governance Framework)**
- **Exhibit 1.3 (Service Management Manual Outline)**
- **Exhibit 1.4 (Operating Level Agreement Outline)**

## 2.0 Integrated Services Platform

### 2.1 Overview

VITA has established a multi-provider sourcing model, or integrated services platform ("**Integrated Services Platform**"), to deliver certain IT services to VITA and the other Customers within its IT environments (collectively, the "**Managed Environment**"). While the Managed Environment is comprised of various and separate scopes of services provided by Integrated Suppliers, the multi-provider model requires coordination, cooperation and integration among the Integrated Suppliers, notwithstanding that certain of such parties may otherwise view themselves as competitors, in order to work together toward the common goal of providing uninterrupted, high quality services to VITA and the other Customers. In this regard, the participants must perform their services and interact and cooperate with each other within the Managed Environment in a manner that, as a foremost guiding principle, first considers the best interests of the Commonwealth, VITA and Customers.

### 2.2 Key Tenets of the Operating Model

Key tenets of the Managed Environment include the following:

- (1) The Multisourcing Service Integrator, or "**MSI**", will manage the entire Managed Environment and the various Service Tower Suppliers in their provision of services within the Managed Environment for the benefit of the Commonwealth, VITA and Customers.
- (2) The MSI will provide direction and facilitate the discharge of end-to-end service obligations across itself and the Service Tower Suppliers, including performance against end-to-end Service Levels that measure the services of multiple Service Tower Suppliers. The MSI will ensure that these services are performed in a consistent and integrated manner such that each of the coordinated elements is successfully contributing to a harmonious delivery of service to VITA and the other Customers.
- (3) The MSI and Service Tower Suppliers must embrace a flexible and team-oriented approach to service delivery that includes, on the part of each party: (i) willingness to adapt and change day-to-day processes and procedures; (ii) willingness to assume additional

functions, share obligations, or remove functions from their scope as required and without delay, substantial negotiation or other constraints; and (iii) focus on fixing problems and working together, regardless of which, if any, party may be at fault or responsible.

- (4) The MSI and the Service Tower Suppliers must share with each other various materials, data and information, and provide access to systems, equipment, personnel and other resources, in each case related to the services performed by one or more of such parties for VITA and the other Customers. As part of this concept, several contractual documents are intended to be treated as common documents (as further described in **Section 5.0** below) that are common among the Integrated Suppliers and become part of each of their agreements with VITA, in order to ensure consistency in governance, service delivery and the parties' understandings and expectations.
- (5) Further, to facilitate this commonality, the contract documents between VITA and each Integrated Supplier follow similar naming and numbering conventions. As such, a common document may reference an attachment generically, with the intent of referring to each Integrated Supplier's corresponding attachment. For example, reference to "**Exhibit 2.3 (Solution)**" refers to **Exhibit 2.3 (Solution)** for the MSI and **Exhibit 2.3 (Solution)** of the Service Tower Suppliers.

## **2.3 Governance Framework**

- (1) As described in more detail in **Exhibit 1.2 (Governance Framework)**, the MSI will support VITA and collaborate with VITA and the other Customers in the operation of the various governance forums, functions and initiatives such that the need for involvement by VITA and the other Customers in day to day operational activities, service restoration and issue resolution, including issues that arise between and among the Integrated Suppliers, is minimized. **Exhibit 1.2 (Governance Framework)** describes, among other things, meeting and reporting requirements.
- (2) The MSI will provide centralized reporting and management for the services within the Managed Environment, and will act as a single point of contact and (subject to the remainder of this paragraph and the rest of the Agreement) single point of end-to-end accountability for VITA and the other Customers.
- (3) The MSI will provide direction and communication to Service Tower Suppliers on behalf of VITA, and will manage such parties' services and issues on behalf of VITA, including working with such parties to identify and remedy any failures (including by ensuring that the applicable parties are engaged as appropriate), in each case without VITA's participation or facilitation unless approval or escalation is required.

## 2.4 Services Documentation

The documentation framework for Integrated Suppliers within the Managed Environment may be summarized, as follows:

- (1) The service responsibilities and requirements specific to each of the Integrated Suppliers are set forth in the Agreement, including **Exhibit 2 (Description of Services and Solution)**.
- (2) The processes and procedures that must be followed for coordination, management, and reporting of the Integrated Suppliers across the Managed Environment shall be set forth in the Service Management Manual; and
- (3) Operating Level Agreements between the MSI and each Service Tower Supplier, and between Service Tower Suppliers, will provide for particular interactions between the respective parties and their responsibilities to each other, in each case with respect to the Managed Environment.

## 3.0 Goals and Objectives for this Agreement

In addition to the tenets and other requirements for the Integrated Services Platform described above, VITA and the other Customers have agreed upon the following goals and objectives in particular for this Agreement and Supplier's Services:

- (1) **Maintain and improve service quality.**
  - Develop the capability to address evolving agency needs and create opportunities to improve service performance without degrading service reliability, security, and quality.
- (2) **Ensure cost competitiveness – both now and in the future.**
  - Structure service offerings so they can be more easily compared to market services at market rates; offer a menu of service options to customers.
- (3) **Create a platform view of service delivery that is highly visible and accountable.**
  - Provide for Enterprise and Agency visibility of consumption, cost, performance, and the responsiveness of suppliers. Establish a governance structure and forums to promote stakeholder engagement and improve the balance of agencies and enterprise needs.

## 4.0 Interpretation of Provisions in Sections 2.0 and 3.0

The provisions in **Sections 2.0** and **3.0** above are intended to set forth the principles upon which the Agreement – and the relationship between the Parties, as well as with other Integrated Suppliers, is based, and to provide a context in which to interpret the Agreement's terms and conditions in circumstances where meaning may be unclear or ambiguous. Such provisions are

not intended to alter the plain meaning of the Agreement or to change the scope of the Parties' express obligations under it.

## 5.0 Classification of Services Documents

- (1) The Integrated Services Platform utilizes a common document framework applicable to each of the Integrated Suppliers. This framework includes certain documents or sections of documents that are intended to be maintained on an on-going basis in a manner that is consistent and common for all Integrated Suppliers (collectively, the "**Common Documents**"). The Common Documents are intended to reflect responsibilities, provisions or processes that represent a component of the Managed Environment and for which each of the Integrated Suppliers is responsible to maintain currency, clarity and consistency with one another. These common documents, at a minimum, consist of the following:
  - the Service Management Manual and
  - any Operating Level Agreements between any of the Integrated Service Providers;
- (2) Each of these documents may change via the processes further described in **Section 6.2** below.

## 6.0 Document Control and Document Data Store

### 6.1 Document Data Store

- (1) In order to have a centralized location for managing Common Documents as a component of the Integrated Services Platform, current copies of all Common Documents for all Integrated Suppliers will be maintained and made available to all Integrated Suppliers via the Document Data Store.
- (2) The Document Data Store is a Service Management System further described in **Exhibit 2.1 (Description of Services – MSI)** for the MSI and **Exhibit 2.2 (Description of Services - Cross-Functional)** for the Service Tower Suppliers.
- (3) Common Documents will be updated and posted in the Document Data Store via the processes described in the Service Management Manual (SMM) and this **Section 6.0**.

### 6.2 Document Change

The provisions in this **Section 6.2** describe the Document Change approach for Common Documents and for other documents comprising the Agreement.

#### 6.2.1 Changes to Common Documents

Common Documents form the basis for the Integrated Services Platform and consequently must remain uniform across all Integrated Suppliers in order to provide

and promote commonality and consistency among the participants within the Managed Environment. In the event there is a proposed change to a Common Document, the Parties will follow the process described below.

- (1) Either VITA or any Integrated Supplier may propose a change to a Common Document.
- (2) If an Integrated Supplier proposes a change to a Common Document, then VITA will, in its sole discretion, determine whether or not to promote the proposed change.
- (3) If VITA promotes a change to Common Document(s) (whether proposed by an Integrated Supplier or upon VITA's own initiative), VITA will notify all Integrated Suppliers of the change under consideration, including reasoning for such change and the proposed language.
- (4) Each Integrated Supplier will have 30 days (or longer, at VITA's discretion) to provide input and feedback on the proposed change. An Integrated Supplier is not obligated to provide any such input and feedback, but if it provides none, then such Integrated Supplier will be assumed to be in support of the proposed change.
- (5) Upon receiving and reviewing any feedback received, VITA will inform all Integrated Suppliers that it either (a) withdraws the proposed change, (b) proposes modifications to the proposed change, or (c) proposes to implement the change.
- (6) If VITA proposes modifications to the originally proposed change, the process above will be repeated.
- (7) The Parties agree to work in good faith through this process, and the Integrated Suppliers agree to make reasonable efforts to accommodate any such changes desired by VITA. Any change to a Common Document agreed to by all Integrated Suppliers will take effect (a) ninety (90) days after VITA has informed the Integrated Suppliers of VITA's determination to implement such change, (b) such earlier time as the Parties agree, or (c) such later time as VITA designates. The Parties will work together to execute any amendment and other documents required to effect such change.
- (8) If, for any reason, an Integrated Supplier does not agree to implement any particular change to a Common Document that is promoted for adoption pursuant to the foregoing, (a) such document will no longer be a Common Document for that Integrated Supplier (but will remain part of that Integrated Supplier's agreement, without the change); and (b) such document (as changed) may remain a Common Document with respect to the other Integrated Service Providers. It is understood that, if a document is no longer a Common Document for a particular Integrated Supplier pursuant to the foregoing, such Integrated Supplier may no

longer be permitted to participate in certain governance or other processes related to the Managed Environment.

### **6.2.2 Changes to Operational Documents**

Each of the following documents (collectively the “**Operational Documents**”) shall have its own change provisions, as follows:

- (1) the Service Management Manual may be changed in accordance with the governance processes established via ITISP Governance and under the Service Management Manual itself.
- (2) An Operating Level Agreements may be changed in accordance with the governance processes established via ITISP Governance and under the Service Management Manual.

Virginia Information Technologies Agency



## **Exhibit 1.1**

## **Definitions**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836



Consistent with **Section 23.7.6** of the Agreement, as used in this **Exhibit 1.1 (Definitions)**, unless the context requires otherwise, (a) “including” (and any of its derivative forms) means including but not limited to, (b) “may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something, (c) “will,” “must” and “shall” are expressions of command, not merely expressions of future intent or expectation, (d) “or” shall not be exclusive, (e).words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine, and (f) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision.

As a component of the Integrated Services Platform, VITA seeks to maintain consistent terminology among its Integrated Suppliers. Consequently, this **Exhibit 1.1 (Definitions)** may contain certain definitions that are not currently used in this Agreement. The inclusion of definitions in this **Exhibit 1.1 (Definitions)** that are not used in this Agreement shall have no impact on the rights or obligations of the Parties hereunder.

## Definitions

| Term                       | Definition  |
|----------------------------|---|
| “N” Release Level          | Means the current release level of any Software product.  |
| “N-1” or “N-n”             | Means NVP or N-Version Programming which are a method of designating program level or program currency. For example, N-1 means that the program or software in place is one (1) release level less than the now-current version of that product.  |
| “24x7”                     | 24 hours per day, 7 days per week or such a period of time.   |
| “ABEND(s)”                 | Abnormal ENDing(s).   |
| “Acceptance Criteria”      | Means criteria agreed by VITA and the Supplier in this Agreement or otherwise in writing, to confirm that a Deliverable meets its functional, technical, design and performance specifications in all material respects.  |
| “Acceptance” or “Accepted” | Means the written determination in VITA’s reasonable discretion and in accordance with any applicable Acceptance Criteria of the following: <ul style="list-style-type: none"> <li>(i) the successful delivery and performance of the Services or other contractual commitments at the designated location(s), including completed and successful Acceptance testing in conformance with the Requirements, or</li> <li>(ii) the compliance in all material respects of any Deliverable with the technical, design and/or functional specifications provided in this Contract, third party vendor standard documentation, or otherwise agreed upon in writing by the Parties.</li> </ul> |
| “Access Control List”      | Means list of security access permissions attached to Equipment, Application, or network segment.   |
| “Access Rights”            | Means the privileges that are granted to a User, or perhaps to a program, to read, write and erase files in the computer system. Access rights can be tied to a particular server, to directories within that server or to specific programs and data files.  |
| “Account Executive”        | Has the meaning provided in <b>Exhibit 5 (Personnel and Human Resources Provisions)</b> .   |
| “Account Manager”          | Has the meaning provided in <b>Exhibit 5 (Personnel and Human Resources Provisions)</b> .   |

| Term                            | Definition  |
|---------------------------------|---|
| "ACL"                           | Access Control List   |
| "Action Plan"                   | Means a specific method or process to achieve the results called for by one or more objectives. May be a simpler version of a Project Plan.   |
| "Actual Uptime"                 | Means, of the Critical Uptime, the aggregate number of minutes during which the applicable Service component is Available.  |
| "ADA"                           | Americans with Disabilities Act.  |
| "Additional Resource Charge"    | Means the incremental charges set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for the use of Resource Units above the monthly Resource Baselines.  |
| "Additional Services"           | Has the meaning provided in <b>Section 1.12.1 (Additional Services)</b> of the Agreement.   |
| "Ad-Hoc Report"                 | Means improvised, impromptu, or special purpose report that has not been previously developed.  |
| "Adjustments"                   | Means adjustments to the Monthly Base Charge required to reconcile the Monthly Base Charge to the financial agreements of the Parties, and includes Additional Resource Charges, Reduced Resource Credits, Deliverable Credits, Earnbacks, errors and omissions from previous months, and similar other pricing adjustments that reconcile the Monthly Base Charge to the Charges actually owed by VITA to Supplier for Services in the applicable month. |
| "ADM"                           | Application Development and Maintenance.  |
| "Affected Services"             | Has the meaning provided in <b>Section 13.3 (Transition Out Assistance)</b> of the Agreement.   |
| "Affiliate"                     | Means, with respect to an entity, any other entity or person that is then-Controlling, Controlled by or under common Control with such entity.  |
| "After Hours"                   | Any time other than Business Hours.   |
| "Agency"                        | See Customer.   |
| "Agent"                         | Any third party independent agent of any Customer, including third party suppliers of services.   |
| "Agreement"                     | Has the meaning set forth in the introductory paragraph of the Master Services Agreement, consisting of the General Terms and Conditions and the Exhibits and other attachments thereto which are incorporated therein in accordance with <b>Section 23.27 (Contract Documents)</b> of the Agreement.   |
| "AICPA"                         | American Institute of Certified Public Accountants.   |
| "Allocation of Pool Percentage" | Means the portion of the Pool Percentage Available for Allocation that is specified for a Performance Category. The total of all Allocation of Pool Percentages shall not exceed the Pool Percentage Available for Allocation.  |
| "Annual Base Charge(s)"         | Means the annual charges to VITA for Supplier's provision of the Services in accordance with the levels of Resource Unit usage included in the monthly Resource Baselines as further described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| "ANSI"                          | American National Standards Institute, a non-profit organization that coordinates and supports the U.S. voluntary consensus standards for industry.   |
| "Antivirus Software"            | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are used to monitor for, filter and detect the presence of Malicious Code and repair or remediate the effects of Malicious Code.   |
| "API"                           | Application Program Interface, which is an interface that a software  |

| Term                                       | Definition  |
|--|---|
|  | program implements in order to allow other software to interact with it, much in the same way that software might implement a user interface in order to allow humans to use it. APIs are implemented by applications, libraries and operating systems to define how other software can make calls to or request services from them. An API determines the vocabulary and calling conventions the programmer should employ to use the services. It may include specifications for routines, data structures, object classes, and protocols used to communicate between the consumer and implementer of the API. (Wikipedia) |
| "Appliances"                               | Means a virtual machine image or hardware device consisting of a pre-configured operating system environment and integrated software to perform a specific function in support of Customer Applications (e.g. application monitor, load balancer, spam filter, etc.).   |
| "Application Development and Maintenance"  | Means specific services, functions, and responsibilities including planning, implementing and ongoing support for Applications and solutions to meet a Customer's business objectives.  |
| "Application Server(s)"                    | Means any Server designated by VITA for hosting Applications.   |
| "Applications" and "Applications Software" | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, media, on-line help documentation and tools related thereto) that perform User or Customer-related information processing functions or support day-to-day operations (including the supporting documentation, media, on-line help facilities, and tutorials), or otherwise used in the provision of Services by Supplier. Applications Software does not include the tools, utilities, or Operating Software or Systems Software used to deliver Applications Software.                 |
| "ARC"                                      | Additional Resource Charge.   |
| "Architecture" or "Technical Architecture" | Means the design, process, strategies, and specification of the overall structure, logical components, and the logical interrelationships of Equipment and Software, including System Software, a Network, or other reasonably related conception.  |
| "Asset Management"                         | Means the business processes responsible for tracking and reporting the value and ownership of assets throughout their lifecycle.   |
| "At-Risk Amount"                           | Means, for any month during the Term, a percent of the Service Level Invoice Amount, which is the maximum amount that the Supplier will have at risk for Service Level Credits for such month as set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> .   |
| "ATM"                                      | Asynchronous Transfer Mode.   |
| "ATOT"                                     | At Time of Test.  |
| "Audio Conferencing"                       | The ability to have multiple audio lines connected with each other for the purpose of having a multi-point phone call.  |
| "Audit Period"                             | Means the period that Supplier is required to retain records subject to audit by VITA under this Agreement, as required under applicable law, VITA Rules or otherwise requested by VITA.  |
| "Audit Trail"                              | Means a record of transactions in an information system that provides verification of the activity of the system.   |
| "Auto Attendant"                           | Means all requirements of VITA or, including administrative, scheduling and programming, for automated attendant functionality which can manage the flow of incoming calls and outgoing calls, including the queuing of calls, use touch-tone or speech input, route callers to specific destinations, provide access to prerecorded information, and can take  |

| Term   | Definition   |
|--|--|
|  | messages 24x7.   |
| “Availability Management”                      | Means processes to ensure services are available as contemplated by this Agreement.  |
| “Availability” or “Available”                  | Means that the full functionality of a Service component is available for use by the Users so that it is not degraded in any material respect.   |
| “Availability Plan”                            | Means a plan to ensure that existing and future Availability requirements for Services can be provided effectively and efficiently.  |
| “BAFO”   | Best and Final Offer.  |
| “Bandwidth”                                    | The total frequency band, in hertz, allocated for a channel.   |
| “Base Charge(s)”                               | Means, as applicable, the monthly charge to VITA for Supplier’s provision of the Services in accordance with the levels of Resource Unit usage included in the monthly Resource Baselines as further described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| “Base Year Index”                              | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “Batch”  | Means the daily or nightly process which takes pending transactions and performs the work associated with them.  |
| “BCM”  | Business Continuity Management.  |
| “BCP”  | Business Continuity Planning.  |
| “BCRS”   | Business Continuity and Recovery Services.   |
| “BIA”  | Business Impact Analysis.  |
| “BRM”  | Business Relationship Manager, which are persons provided by Supplier to perform the Business Relationship Management function (see CAMalso Customer Account Manager).   |
| “Broadband”                                    | Means high-speed Internet connectivity, such as might be provided via Digital Subscriber Line, cable modem, or 4G Cellular.  |
| “Business Continuity (Services)”               | Means the overall, company-wide plans and activities that are intended to enable continued business operation in the event of any unforeseen interruption (for example, plans and activities to move a department or business unit to a new location in the event of a business disruption). The Business Continuity Services consist of the Business Recovery related Services. |
| “Business Continuity Management”               | Means the higher-level process of ensuring business continuity, of which Information Technology Service Continuity Management (ITSCM) is a part.   |
| “Business Day”                                 | Means each day from Monday through Friday, excluding Commonwealth-designated holidays.   |
| “Business Hour(s)”                             | Unless otherwise indicated, Business Hours are 7 a.m.-7 p.m. Eastern Standard/Daylight Time on Business Days.  |
| “Business Process Management System” or “BPMS” | Means the systematic approach to making an organization's workflow more effective, more efficient and more capable of adapting to an ever-changing environment. Includes tools with design, modeling, execution, monitoring, optimization and re-engineering of business process capabilities.   |
| “Business Rules Management System” or “BRMS”   | Means a software system used to define, deploy, execute, monitor and maintain the variety and complexity of decision logic that is used by operational systems within an organization or enterprise.   |
| “CAB/EC”                                       | CAB/Emergency Committee.   |
| “CAB/Emergency Committee”                      | Means a subset of the full CAB with authority to make emergency decisions. ITIL: An emergency meeting of the CAB, usually with a reduced number of members to consider urgent, high impact Changes.  |
| “Cabling”                                      | Means the physical connection between Equipment and a wall jack (i.e., the connections outside the wall), including physical cabling media,  |

| Term                            | Definition  |
|---------------------------------|---|
|                                 | peripheral cabling used to interconnect electronic equipment, all terminating hardware and cross-connect fields, but not including conduits and pathways.   |
| "Call(s)"                       | Means any problem that is: (i) opened at the Service Desk due to a received contact; (ii) recorded by an automated resolution process; (iii) detected; or (iv) detected by a support technician who enters the service request. A Call is considered a subset of Contacts.  |
| "Capacity Management"           | Means the responsibility for ensuring that the Capacity of the IT infrastructure matches the evolving demands of the business in a cost-effective and timely manner.  |
| "Capacity Management Database"  | Means could be implemented as multiple physical databases used to generate Capacity Management reporting.   |
| "Capped T&M"                    | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| "Carrier"                       | See "Transport Vendor."   |
| "Cascade"                       | Means a multiple move in order to replace one. Referenced in an IMAC (Install, Maintenance, Addition, Change) when an asset that still has a useful life but is no longer the current version or standard. That asset can be transferred (a cascade) to another location/user/department that does not require a current version or standard. Or, one user requires an upgrade to an asset and the user's "old" equipment is still current and that "old" equipment is moved (cascade) to another user. |
| "CCH"                           | Computerized Criminal History.  |
| "CCMIS"                         | Call Center Management Information System.  |
| "CD"                            | Compact Disk.   |
| "CDB"                           | Capacity Management Database.   |
| "CDR"                           | Call Detail Reporting.  |
| "CD-ROM"                        | Compact Disk Read Only Memory.  |
| "Cellular"                      | Means a wireless network supporting mobile phones and digital communication for mobile devices.   |
| "Centrex Services"              | Means Voice Switch-like services provided from a Supplier or Third Party premise. Centrex includes all the equipment within this premise, any Transport services connecting to the VITA or designed site(s), and all connections to the PSTN. Centrex further includes all premise equipment including handsets, proprietary handsets, cabling and wiring, used by Supplier in connection with its provisioning of voice services to the Users workspace.   |
| "CEO"                           | Chief Executive Officer.  |
| "CESC"                          | Commonwealth Enterprise Services Center.  |
| "CF"                            | Cross-Functional.   |
| "CFO"                           | Chief Financial Officer.  |
| "Change"                        | has the meaning set forth in <b>Section 1.11 (Changes to Services)</b> of the Agreement.  |
| "Change Advisory Board" ("CAB") | Means the board or other group that considers Requests for Change (RFCs) and recommend implementation or rejection based on business needs.   |
| "Change Control Procedures"     | Means the procedures that govern Changes, including (1) the process by which a Party may request a Change; (2) the process to be followed in analyzing the effects of, and deciding whether to implement, a Change, and (3) the manner in which any agreed upon Change will be implemented, which shall in all events be consistent with and subject to the requirements and rules applicable to Changes set forth in <b>Section 1.11</b>   |

| Term                                | Definition  |
|-------------------------------------|---|
|                                     | <b>(Changes to Services)</b> of the Agreement.  |
| "Change in Control of the Supplier" | Means an announcement by the Supplier (whether or not ultimately consummated) (a) that any other entity, person or "group" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended) will acquire (and eventually does acquire) Control, or all or substantially all of the assets, of the Supplier (or any parent company of the Supplier), whether directly or indirectly, in a single transaction or series of related transactions, or (b) that the Supplier (or any parent company of the Supplier) will consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Supplier to another person(s) or entity(ies). |
| "Change Management"                 | Means the processes relating to planning and performing all changes in the Customers' IT environments pertaining to the Services, including changes to individual components and coordination of changes across all components. The Change Management processes will support and include checkpoints to determine any potential or required Change Control Procedures, and will endeavor to make changes in a controlled manner without any unnecessary disruption.   |
| "Change Request Authorization(s)"   | Means the process and any related forms required to request and authorize changes requested by VITA, where such changes are within the scope of the existing Services.  |
| "Chargeback"                        | Means the services so described <b>Exhibit 4 (Pricing and Financial Provisions)</b> involving the allocation of Charges among Customers.  |
| "Chargeback System"                 | The system for Chargeback.  |
| "Charges"                           | Means the charges payable to the Supplier, as expressly provided in the Agreement, for performing its Services.   |
| "CI(s)"                             | Configuration Item(s).  |
| "Claim"                             | Means any demand, or any civil, criminal, administrative, action, or proceeding made, commenced or threatened against an entity or person by an unaffiliated third party; provided that for the purposes of this definition, an employee or Customer of either Party is considered an unaffiliated third party.   |
| "Cloud"                             | Means a collection of services and infrastructure to provide hosted computing capacity or software services. Cloud services are typically shared by a supplier across multiple customers and are available via the public Internet. Cloud may also refer to infrastructure hosted privately for VITA or other Customers and providing similar services to the public Cloud.   |
| "CMDB"                              | Configuration Management Database.  |
| "CMIS"                              | Capacity Management Information System.   |
| "CMM"                               | Capability Maturity Model.  |
| "CMO"                               | Current Mode of Operations.   |
| "CMS"                               | Configuration Management System.  |
| "CODEC"                             | Coder/Decoder.  |
| "COE"                               | Common Operating Environment.   |
| "COLA"                              | Cost of Living Adjustment.  |
| "Collaborative Applications"        | Means and includes legacy Applications containing functionality to enable electronic communication and messaging; work group collaboration; information transfers; frequently-asked questions (FAQs); and similar Application that allow collaborative interaction and receipt/transfer of  |

| Term  | Definition   |
|---|--|
|   | data and information both within and outside of VITA and Customers. Examples of current and/or future Collaborative Applications include, but are not limited to, Lotus Notes, electronic mail, calendaring, whiteboarding, version control systems, electronic newsletters, and instant messaging.  |
| "Colocation"                                      | Data Center facility in which space is available for rent for servers and other computing hardware. Colocation suppliers provide the building, cooling, power, bandwidth and physical security, while the Customer provides servers and storage.   |
| "Commencement Date"                               | The date of Acceptance by VITA of the "Ref# 19: Commencement Date" Implementation Milestone shown in <b>Exhibit 2.4.1 (Implementation Milestones)</b> . The expected Commencement Date is December 15, 2018.   |
| "Commercial off-the-shelf" ("COTS")               | Means Equipment and/or Software, as applicable, that is readily available to the public from a Third Party or Supplier.  |
| "Committed Access Rate (CAR)"                     | The amount of Bandwidth to which Customer subscribes on a logical Port by logical Port basis.  |
| "Commonwealth"                                    | Means the Commonwealth of Virginia, the government of the Commonwealth of Virginia, including its agencies and departments.  |
| "Commonwealth Works"                              | Means any materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed, or any invention, business method, or process materials) and Intellectual Property that were acquired, licensed, or developed by VITA or another Customer either (a) prior to the commencement of the Supplier's work on behalf of VITA or Customer under the Agreement, or (b) independent of the Agreement. |
| "Compliance"                                      | Means, with respect to Software, Equipment, Systems or other contract Deliverables to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, compliance in all material respects with the Specifications.  |
| "Component"                                       | Means a grouping of services, hardware, software functionally, or a separate software object in the solution that has the ability to "stand alone" or "integrate with other components" as required.   |
| "Comprehensive Infrastructure Agreement" or "CIA" | Means the Comprehensive Infrastructure Agreement, dated as of November 14, 2005, by and between the Commonwealth, acting through VITA and Northrop Grumman Systems Corporation, the successor-in-interest by merger to Northrop Grumman Information Technology, Inc., as amended.  |
| "Computer Virus"                                  | Means any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.   |
| "Conditional Event"                               | Means the use of a completed Deliverable is conditioned upon another event or use with another Deliverable or product that is not available as of the time of delivery of such completed Deliverable.  |
| "Conferencing Network"                            | Means the portion of VITA's or other Customer's Network consisting of Conferencing Premise Equipment, Software, Transport Systems, Interconnect Devices, and Cabling used to create, connect, and transmit voice and video to Users.   |
| "Conferencing Premise"                            | Means the Equipment, features, accessories, peripherals, and Cabling   |

| Term   | Definition  |
|--|---|
| Equipment”                                   | supported or used by Supplier in connection with its provision of Conferencing Services to the Users, including room-based and cart-based video and audio conference equipment (e.g., audio/video switching equipment, control computers, monitors, cameras, document viewers, CODEC, sound systems, video and audio conferencing bridges, mixers, multi-point bridging equipment, studio room equipment, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment. |
| “Confidential Information”                   | Has the meaning set forth in <b>Section 17.1 (Confidential Information)</b> of the Agreement.   |
| “Configuration”                              | Means the parameters that instruct a Configuration Item how to perform its designated Function.   |
| “Configuration Item” (“CI”)                  | Means a component of an IT infrastructure - or an item, such as a request for change, associated with an infrastructure - that is (or is to be) under the control of Configuration Management. CIs may vary widely in complexity, size and type -from an entire system (including all hardware, software and documentation) to a single software module or a minor hardware component.  |
| “Configuration Management”                   | Means the process of identifying and defining Configuration Items in a system, recording and reporting the status of Configuration Items and Requests for Change, and verifying the completeness and correctness of the Configuration Items.  |
| “Configuration Management Database” (“CMDB”) | A Service Management System as defined and described in <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| “Connectivity”                               | Means the ability to access and exchange data, voice, and/or video electronic impulses between various Infrastructure components and with external sources as approved by VITA and provided to Users.   |
| “Consent”                                    | Means consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Person given in accordance with the Agreement.  |
| “Contract Change”                            | Means any change to any provision of the Agreement, in accordance with the applicable process.  |
| “Contract Records”                           | Means complete and accurate records of, and supporting documentation for, all Charges, all Customer data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by the Supplier in the performance of its obligations under the Agreement.  |
| “Contract Year”                              | Means each twelve (12) month period commencing at 12:00 a.m. on the Commencement Date and each twelve-month anniversary thereof during the Term, including during any extensions of the Term.   |
| “Control” (and its derivatives)              | Means, with respect to any Entity, the power to direct or cause the direction of management or policies of such Entity, whether through the ownership of voting securities, by contract or otherwise.   |
| “Controlled Penetration Tests”               | Means a type of Assessment that tests the vulnerability of Systems to unauthorized external interventions or improper uses.   |
| “CONUS”                                      | Means the continental United States.  |
| “Continuous Service Improvement” or “CSI”    | Means Supplier's general obligations to continually evolve services and enhance quality, at minimum in accordance with industry standards, in accordance with <b>Section 2.5 (Quality Assurance and Continuous Improvement)</b> of the Agreement.   |
| “CPE”  | Customer Premises Equipment.  |



| Term                                | Definition  |
|-------------------------------------|---|
| "CPE Services"                      | CPE related deployment, maintenance, assessment, rental, lease and other Service furnished to Customer in connection with the CPE or Customer Equipment.  |
| "COTS"                              | Commercial Off The Shelf.   |
| "COV" or "COVA"                     | Means the Commonwealth.   |
| "CPU"                               | Central Processing Unit.  |
| "CRAC"                              | Computer Room Air Conditioning.   |
| "Critical Applications"             | Means the Applications designated as Critical Applications in the Service Management Manual.  |
| "Critical Deliverables"             | Means the One-Time Deliverables and Recurring Deliverables that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| "Critical Service Level"            | Means any Service Level designated as "critical" by VTA, and with respect to which VITA may become entitled to receive Service Level Credits as a result of Supplier's failure to satisfy the associated Service Level standards.   |
| "CRM"                               | Customer Relationship Management.   |
| "Cross-Functional Services"         | Means those Services performed in connection with performing, and in support of, each of the Services, including those Services described in <b>Exhibit 2.2 (Description of Services - Cross-Functional Services)</b> . Cross-Functional Services typically integrate multiple standalone functions into a seamless delivery, often requiring multiple suppliers (including MSI, Service Tower Suppliers, Third Party Vendors, and Customers) to participate together in order to achieve the desired business outcome. |
| "CRS"                               | Client Registration System.   |
| "CSS"                               | Cascading Style Sheets.   |
| "CTI"                               | Computer Telephony Integration.   |
| "Customer"                          | Means the Public Body(ies) designated by VITA from time to time to receive Services, as permitted by applicable Law. Customer includes VITA in its capacity as a recipient of the Services.   |
| "Customer Account Manager" or "CAM" | Means an individual within VITA who is responsible for establishing and maintaining relationships with a set of VITA Customers and managing overall Customer satisfaction. CAMs work closely with Customers to identify issues and bring together and direct teams to resolve issues raised. The CAM is available to assist, provide guidance, and bring value to the Customer's IT needs. CAMs are members of the Platform Relationship Office and performs the Business Relationship Manager (BRM) function.          |
| "Customer Edge (CE)"                | The edge of, or point in which customer traffic enters or exits, the Customer network.  |
| "DASD"                              | Direct Access Storage Device.   |
| "Data Center"                       | Means any controlled or consolidated location where Equipment resides for the delivery of Services to VITA and the Customers. Data Centers generally include environmental controls (air conditioning, fire suppression, etc.), backup power supplies, network connections, and high security.  |
| "Data Center LAN"                   | System of Local Area Networks inside the Data Center that provide Network switching, routing, load balancing and other services.  |
| "Database"                          | Means a structure set of data stored in a computing Device.   |
| "Database Administrator" ("DBA")    | Means an individual responsible for the design and management of databases and for the implementation of the Database Management System. DBA includes "logical" and "physical" database administrators.   |

| Term                                       | Definition  |
|--|---|
| “Database Management System” (“DBMS”)      | Means a system that controls the organization, storage, retrieval, security, and integrity of data in a database.   |
| “Dedicated Access/Termination”             | An access line Service consisting of a continuously connected circuit between a Customer Site or serving telephone company central office and a Supplier terminal, available to Customer on a full-time, unshared, basis, which is used for the origination or termination of Services.   |
| “Days”                                     | Means, whether or not capitalized, calendar days unless otherwise indicated as Business Days.   |
| “DBA”                                      | Database Administrator/Administration.  |
| “DBMS”                                     | Database Management System.   |
| “Definitive Hardware Store” (“DHS”)        | Means an area set aside for secure storage of hardware spares.  |
| “Definitive Software Library” (“DSL”)      | Means a secure software library into which the master copies of all Software (except those version of VITA’s and Customers’ Application Software not released into the production environment) and associated documentation is stored and from here its control and release is managed.   |
| “Deliverable”                              | Means Software, Documentation, plans, reports, data, Work Product, and any other Materials, items or events, in each case described or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to VITA or other Customer as part of the Services, including the development or creation of Work Product. It also means any improvements, enhancements, modifications or customization made to the Supplier Materials (described in <b>Section 11.2 (Supplier Materials)</b> of the Agreement) as part of or in the course of performing the Services. |
| “Deliverable Credits”                      | Means the amount Supplier shall pay or credit to VITA, as specified in <b>Exhibit 3.3 (Critical Deliverables)</b> and <b>Exhibit 3.1 (Service Level Matrix)</b> , or as established by VITA as part of the Project approval process on a case by case basis, in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed upon level of performance, and not as a penalty. Deliverable Credits includes credits associated with Critical Implementation Deliverables.  |
| “Demarcation”                              | The point where the access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer’s physical location.   |
| “Development” or “Development Environment” | Means the Systems environment in which Software and databases are initially designed and created. Customers may have more than one Development Environment.   |
| “Description(s) of Services”               | Means <b>Exhibit 2 (Description of Services and Solution)</b> and its attachments, with respect to Supplier or other applicable Integrated Supplier. Without limiting the scope of the definition of Services in <b>Section 1 (Services)</b> of the Agreement, the Description of Services describe certain express duties, obligations and responsibilities of Supplier with respect to the Services, the functions being performed, and other terms specific to the applicable Services.  |
| “Development Tool”                         | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that are used in the development, testing, deployment, and maintenance of Software.  |
| “Device”                                   | Means a piece of equipment that has been made for a special purpose. It could be a combination of Hardware, Peripherals, Cables, and Device-  |

| Term                                  | Definition   |
|---------------------------------------|--|
|                                       | specific Software.   |
| “DHCP”                                | Dynamic Host Configuration Protocol.   |
| “DHS”                                 | Definitive Hardware Store.   |
| “Digital Subscriber Line” (“DSL”)     | Means a service providing Internet access or other Connectivity by transmitting digital data on the public switched telephone network.   |
| “Disabling Code”                      | Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the System containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any Person to circumvent the normal security of the Software or the System containing the code.            |
| “Disaster”                            | Means an event or series of events constituting a disaster under the terms of the Disaster Recovery Plan or under the Supplier Disaster Recovery Plans.  |
| “Disaster Recovery” (“DR”) (Services) | Means the process of following specific advance arrangements and procedures in response to a disaster, resumption of the critical business functions within a predetermined period of time, minimizing the amount of loss, and repairing or replacing the damaged facilities as soon as possible. The Disaster Recovery Services consist of the Disaster Recovery related Services and include support and coordination with the Business Continuity Services. |
| “Disaster Recovery Plan” (“DRP”)      | Means the plan to execute Disaster Recovery Services.  |
| “Disaster Recovery Planning”          | Means, as defined by the ITIL, the series of processes that focus only upon the recovery processes, principally in response to physical disasters that are contained within BCM (Business Continuity Management).  |
| “Dispatch”                            | A Customer Service Request that results in Supplier going on to, or attempting to go on to, a Customer Site.   |
| “DLSw”                                | Data Link Switching.   |
| “DMZ”                                 | Demilitarized Zone (in network security, a network that is isolated from, and serves as a neutral zone between, a trusted network (for example, a private intranet) and an untrusted network (for example, the Internet), provided that one or more secure gateways usually control access to the DMZ from the trusted or the untrusted network).  |
| “DNS”                                 | Domain Name System.  |
| “DOB”                                 | Date of Birth.   |
| “Document Data Store”                 | Means the repository of information maintained by the MSI and designated as such for use in support or delivery of the Services.   |
| “Documentation”                       | Means, collectively, written materials, documentation, specifications, technical manuals, training materials, guides, flow diagrams, file descriptions, notes and other written information, including as may be associated with a software Deliverable, System or otherwise in connection with the Services.  |
| “DOE”                                 | Date of Employment.  |
| “Downtime”                            | Means the time that a particular System, Application, Software, Equipment, Network or any other part of the Services is not Available during the Measurement Window.   |
| “DPV”                                 | Delivery Point Validation.   |
| “DR”                                  | Disaster Recovery.   |
| “DRL”                                 | Disaster Recovery Level.   |
| “DRP”                                 | Disaster Recovery Plan.  |

| Term                              | Definition  |
|-----------------------------------|---|
| "DSL"                             | Means, depending on context, either (a) Definitive Software Library or (b) Digital Subscriber Line.   |
| "DSU"                             | Data Service Unit.  |
| "DTE"                             | Data Terminal Equipment.  |
| "DWDM"                            | Dense Wave Division Multiplexing (DWDM) is a Layer 1 transport technology that combines multiple optical data interfaces onto one optical fiber pair, with each signal carried on its own separate light wavelength.  |
| "DWR"                             | Dedicated Wavelength Ring (DWR) is an optical service based on Dense Wave Division Multiplexing (DWDM) technology. DWR networks are designed as a survivable ring architecture, which operates as a single network, allowing customers to add and drop various services or channels at each location.         |
| "Earnback"                        | Means the methodology used to determine the "earning back", or reversal, of a Service Level Credit as described in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .   |
| "EBT"                             | Electronic Benefit Transfer.  |
| "ECA"                             | Economic Change Adjustment.   |
| "EDI"                             | Electronic Data Interchange.  |
| "EDM"                             | Employee Data Management.   |
| "EDSM"                            | Enterprise Distributed Systems Management.  |
| "EE"                              | Enterprise Extender.  |
| "EEO"                             | Equal Employment Opportunity.   |
| "Effective Date"                  | Has the meaning set forth in the first paragraph of the Agreement.  |
| "EFT"                             | Electronic Fund Transfer.   |
| "Electronic Self-Help"            | Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to this Agreement, upon breach or cancellation, termination or expiration of the Agreement.  |
| "ELIN"                            | Emergency Location Identification Number – The number provided to emergency services when a 911 call is placed used to determine the location from which the call was placed.   |
| "EMEA"                            | Europe, Middle East and Africa.   |
| "Enterprise Service Bus" or "ESB" | Means, the software mechanism to connect different applications across the enterprise for information exchange and sharing. Organizations can use the ESB for their particular units or across multiple organizations. This service component includes a service gateway as well as reverse proxy capability. |
| "Environment"                     | Means a subset of the IT infrastructure that is used for a particular purpose. For Example: Live Environment, Test Environment, Build Environment. Also used to reference physical Environments such as facilities, air conditioning, power systems, etc.   |
| "Environmental Controls"          | Means any uninterruptible power systems and related environmental conditioning/control equipment including; battery systems, converter, inverter, power switches, generators, fire suppression system, and related cooling systems).  |
| "EOL"                             | End of Life.  |
| "EoS"                             | End of Support Life.  |
| "EP"                              | Emulation Program.  |
| "EPLS"                            | Excluded Parties List System.   |
| "EPM"                             | Enterprise Performance Management.  |
| "Equipment"                       | Means the computer, telecommunications, and facility-related hardware,  |

| Term                             | Definition   |
|----------------------------------|--|
|                                  | equipment, and peripherals (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that are used in connection with the Services, including by Supplier.  |
| "ERAS"                           | Enterprise Remote Access Services.   |
| "ERISA"                          | Employee Retirement Income Security Act.   |
| "ERP"                            | Enterprise Resource Planning.  |
| "ESB"                            | Enterprise Service Bus.  |
| "ESC"                            | Executive Steering Committee.  |
| "EU"                             | European Union.  |
| "EUC"                            | End-User Computing.  |
| "Event"                          | Means an Incident, including failures of service delivery, security breaches, etc.   |
| "Expected Service Level"         | Means the desired and expected level of performance for a Service Level, as set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> .   |
| "Expected Service Level Default" | Means the Supplier's level of performance for a particular Service Level fails to meet the applicable Expected Service Level (but does not fail to meet the applicable Minimum Service Level), as specified in <b>Exhibit 3 (Reporting and Service Level Management)</b> and has failed to meet such Expected Service Level for four (4) or more occurrences in any rolling twelve (12) month period.  |
| "Extranet"                       | Means the portion of VITA's WAN, consisting of Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling that are used to create, connect, and transmit data, voice, and video signals to, within, or among 'TA's customers, external partners, and Third Party Vendors. The Extranet includes web sites that provide information to internal employees and also have secure areas to provide information and conduct business with certain Third Parties. The Extranet is not a public entity, but a private network whose access is provided over the public Internet. The Extranet Network may be delivered via a public circuit-switched service or VPN. The Extranet is subject to VITA Rules, including security policies. |
| "FAQ(s)"                         | Means a frequently asked question or list of such questions.   |
| "FCC"                            | Federal Communications Commission.   |
| "FDDI"                           | Fiber Distributed Data Interface.  |
| "FDMA"                           | Frequency Division Multiple Access.  |
| "Federal Tax Information (FTI)"  | Means any Federal tax information, including without limitation, and tax return-derived information received from the IRS.   |
| "FIPS"                           | Federal Information Processing Standards (Specific FIPS 140-2)   |
| "Fiscal Year"                    | Means the fiscal year of the Commonwealth, which is the 12-month period that commences July 1st and ends June 30 <sup>th</sup> . A reference to the Fiscal Year of another entity shall refer to the fiscal year of that entity.   |
| "FISMA"                          | Federal Information Security Management Act of 2002.   |
| "FMLA"                           | Family Medical Leave Act.  |
| "FMO"                            | Future Mode of Operations.   |
| "FOIA"                           | Virginia Freedom of Information Act, §2.2-3700 <u>et. seq</u> of the <u>Code of Virginia</u> .   |
| "Force Majeure Event"            | Means an extraordinary event, such as fire, flood, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders; provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable  |

| Term                                  | Definition   |
|---------------------------------------|--|
|                                       | precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including, with respect to the Supplier, by the Supplier meeting its obligations for performing disaster recovery and business continuity services as described in this Agreement).  |
| "Forward Schedule of Changes" ("FSC") | Means a schedule that includes detail of all the changes approved for implementation and their proposed implementation dates.  |
| "FRM"                                 | Financial Responsibilities Matrix. May also refer to Financial Scope and Responsibilities Matrix.  |
| "FTP"                                 | File Transfer Protocol.  |
| "Full Time Equivalent" ("FTE")        | Means a level of effort, excluding vacation, holidays, training, administrative and other non-productive time (but including a reasonable amount of additional work outside normal business hours), equivalent to that which would be provided by one person working full time for one year. Unless otherwise agreed, one FTE will be 1,920 productive hours per year. Without VITA's prior written approval, one dedicated individual's total work effort cannot amount to more than one FTE. |
| "FTE Effort Hours"                    | Means, with respect to a particular task, assignment or Project, only the hours spent actually working to complete such task, assignment, or Project, but not any other activities. For the avoidance of doubt, FTE Effort Hours will not include any hours for Supplier Personnel delivering Services already covered under the Base Charges (as adjusted by ARCs or RRCs).   |
| "FTE Rates"                           | Means, in relation to each FTE, the hourly and monthly rates specified in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for a particular skill category or position.   |
| "FTE Services"                        | Means Services that VITA or Customer agree are to be provided on an FTE Rate basis.  |
| "Full Time Professional" ("FTP")      | Means the productive level of effort, excluding non-productive time such as travel, vacation, holiday, training, education, marketing, administrative staff meetings, medical leave, and military leave, equivalent to that which would be provided by one (1) person working full time over the course of such month, provided that one (1) person's total effort during any month shall not amount to more than one (1) FTP in such month.   |
| "Functions"                           | Means functions, responsibilities, activities, deliveries, and tasks necessary, integral, or closely related to the performance of services.   |
| "G/L"                                 | General Ledger.  |
| "GAAP"                                | Means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.                   |
| "Gateway Services"                    | Means connectivity between network segments, which may include Transport, Equipment, firewalls, or network address translation.  |
| "General Terms and Conditions"        | Has the meaning given in the introductory paragraph of this Agreement (i.e., the introductory paragraph of the Master Services Agreement through <b>Section 23.27 (Contract Documents)</b> ).  |
| "Governmental Authority"              | Means any domestic (federal, state or local) or foreign government or governmental, regulatory or administrative authority, agency,  |

| Term                        | Definition   |
|-----------------------------|--|
|                             | commission, board, bureau, court or instrumentality of any kind.   |
| "GPS"                       | Global Positioning System.   |
| "GUI"                       | Graphic User Interface.  |
| "Hard IMAC"                 | Means an approved IMAC request received from VITA or Customer, which requires the Supplier to dispatch a technician to the affected Site or User's location in order to perform such required IMAC. A Hard IMAC shall include a Soft IMAC, if necessary.   |
| "Hardware"                  | See "Equipment."   |
| "HCM"                       | Human Capital Management.  |
| "Health Record"             | Means any written, printed or electronically recorded material maintained by a health care entity in the course of providing health services to an individual concerning the individual and the services provided. "Health record" also includes the substance of any communication made by an individual to a health care entity in confidence during or in connection with the provision of health services or information otherwise acquired by the health care entity about an individual in confidence and in connection with the provision of health services to the individual (§ 32.1-127.1:03, Code of Virginia). |
| "Help Desk"                 | Means the facilities, associated technologies, and fully trained staff who respond to calls, coordinate all problem and request management activities, and act as a single point of contact for Users.   |
| "HIPAA"                     | Means the Health Insurance Portability & Accountability Act of 1996, 42 U.S.C. § 201 et seq., and all regulations promulgated thereunder.  |
| "HITECH ACT"                | Means the Health Information Technology Act of 2009, 42 U.S.C. § 17901 et seq., and all regulations promulgated thereunder.  |
| "HR"                        | Human Resources.   |
| "HRIS"                      | Human Resources Information Services.  |
| "HRIT"                      | Human Resources Information Technology.  |
| "HSC"                       | Hardware Service Charge.   |
| "HTML"                      | Hyper Text Markup Language.  |
| "HVAC"                      | Heating, Ventilation, Air Conditioning Systems.  |
| "Hybrid Cloud"              | Means a service to provide Connectivity directly from a private Network to a Cloud supplier without using the public Internet as an intermediary.  |
| "IAM"                       | Identity and Access Management.  |
| "ICE"                       | Integrated Computing Environment.  |
| "ID"                        | Identification.  |
| "IEEE"                      | Institute of Electrical and Electronics Engineers.   |
| "IES"                       | Information Exchange System.   |
| "IETF"                      | Internet Engineering Task Force.   |
| "ILEC"                      | Local Telco Providers.   |
| "IMAC(s)"                   | Means and includes installations, moves, adds, changes, de-installations, and cascades for Equipment, Software, and related services at designated VITA Sites. IMACs will include: Hard IMACs, Soft IMACs, and Project IMACs.  |
| "Impact"                    | Means the measure of the business criticality of an Incident, Problem or Request for Change. Often equal to the extent of a distortion of agreed or expected Service Levels.   |
| "Implementation Milestones" | Means a key activity or Deliverable to be provided by Supplier in support of Implementation.   |
| "Implementation Plan"       | Means the plan(s) to which an applicable Implementation will be performed.   |

| Term  | Definition   |
|---|--|
| “Implementation Services”                                 | Has the meaning provided in <b>Section 9.1 (Implementation Generally)</b> of the Agreement.  |
| “IMS”   | Information Management System.   |
| “Incident”  | Means an event which is not part of the standard operation of a service and which causes or may cause disruption to or a reduction in the quality of services and VITA and/or other Customer productivity. Incident is a common term of ITIL and ITSM disciplines and has the meaning therein.   |
| “Incident Management”                                     | Means process with the primary goal to restore normal Service operations as quickly as possible and minimize the adverse impact on business operations, thus ensuring that the best achievable levels of service quality and Availability are maintained.  |
| “Incident Management System”                              | Means an automated system used to track the status of Incident Records defined and maintained by Service Desk personnel.   |
| “Incident Record”   | Means the information captured by Service Desk personnel about an Incident.  |
| “Income Tax”  | Means any tax on or measured by the net income of a Party (including taxes on capital or net worth or revenue that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax, or franchise tax for the privilege of doing business. |
| “Incumbent Supplier”                                      | Incumbent Supplier means a supplier that provides or has provided services to VITA or any Customer, where any portion of such services have been or will be replaced or displaced by Supplier's performance of Services.   |
| “Inflation Sensitive Charges”                             | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “Information Security Management System” or “ISMS”        | Means a System for performing Security Management as further described in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| “Information Technology Infrastructure Library” or “ITIL” | Means a world-wide recognized best-practice framework for IT service management (ITSM) that focuses on aligning IT services with the needs of business. The Information Technology Infrastructure Library (ITIL) is produced by the Office of Government Commerce (OGC) located in the United Kingdom.   |
| “Infrastructure”  | Means the entire portfolio of Equipment, System Software, and Network components required for the integrated provision and operation of VITA and Customer’s IT systems and Applications.   |
| “Infrastructure Server(s)”                                | Means non-billable Servers, which may include: Domain Services, Enterprise Security, Enterprise Backup, Enterprise Monitoring, Enterprise Scheduling, and Software Distribution. As applicable, clarification of such Servers is provided in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “Infrastructure Stack Software”                           | Means Antivirus Software, Infrastructure Management Software, Operating Software, and Utility / Monitoring & Management Software used in the operation of Service Tier Matrix Servers.   |
| “Initial Test or Initial Test Environment”                | Means the system environment that closely simulates Development; it is the first stage of testing and is often subject to numerous changes. Customers may have more than one Initial Test Environment.   |
| “In-Scope”  | Means those Services or resources that are the subject of Supplier’s obligations under the Agreement.  |



| Term   | Definition  |
|--|---|
| "Install" or "Installation"  | Means the on-site installation and testing of a Device which includes checking that the Device and associated Software are functional with operational network connectivity and that the associated peripherals are attached and working correctly. The Installation includes any required configuration changes and installation of any approved Software.   |
| "Instance"   | Means one running operating system kernel process that manages: (i) all of or a discrete subset of the Application Server's persistent storage (disk), volatile storage (memory), and central processing units; and (ii) a single list of processes (process table). Depending on the Server's configuration, one or more Instance may run on a single Application Server. Instances in a clustered configuration shall be deemed to be discrete Instances, though each Instance within a cluster shall accommodate different Complexity categorization, depending on VITA requirements.  |
| "Integrated Services Platform" or "Platform" when used as shorthand for Integrated Services Platform | Has the meaning set forth in <b>Section 1.4 (Managed Environment)</b> of the Agreement.   |
| "Integrated Supplier"  | Has the meaning set forth in <b>Section 1.4 (Managed Environment)</b> of the Agreement.   |
| "Integrity"  | Means, with respect to data, that the data is complete, fully accessible and operationally functional (i.e., the protection of data or information system from intentional or accidental unauthorized modification).  |
| "Intellectual Property"  | Means: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, database rights, moral rights, neighboring rights and mask works; (b) trademark and trade name rights and similar rights and associated goodwill; (c) trade secret rights, know-how, design guides, design rights, methodologies, developmental tools, techniques, hardware, software, systems, technologies, skills, and processes (including any enhancements, improvements, or modifications thereto); (d) patents and industrial property rights; (e) inventions, discoveries, designs, processes, or other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, reversions and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence. |
| "Intellectual Property Rights"   | Means all past, present, and future rights in and to Intellectual Property that may exist or be created under the Laws of any jurisdiction in the world.  |
| "Intelligent Routing"  | Means routing callers based a number of parameters, including information on the caller, queue status, agent status and the present situation.  |
| "Interconnect Devices"   | Means the devices used to enable a portion of the network to connect with another portion of the Network, either in a dedicated or dialup mode (e.g., modems, bridges, routers, hubs, switches, gateways).  |
| "Internet Network"   | Means the portion of VITA's or Customer's Network, consisting of Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling that are used to create, connect, and transmit data, voice and video signals to the public Internet.   |
| "Intrusion Detection"  | Means a method of monitoring traffic on the network to detect break-ins or break-in attempts, either manually or via software expert systems.   |

| Term  | Definition   |
|---|--|
| "IOCP"  | Input Output Configuration Program.  |
| "IP"  | Internet Protocol.   |
| "IPSEC"   | Internet Protocol Security Protocol.   |
| "IPX"   | Internet Package Exchange.   |
| "IRPD"  | Intelligent Routing Predictive Dialing.  |
| "IRS"   | Means the Internal Revenue Service; a division of the U.S. Treasury Department responsible for collecting taxes.   |
| "IS"  | Information Services.  |
| "ISDN"  | Integrated Services Digital Network.   |
| "ISP(s)"  | Internet Supplier(s).  |
| "IT"  | Information Technology.  |
| "IT Service Continuity Management"                          | Means the process of ensuring that identified IT Services will be available during abnormal situations. It typically involves a detailed assessment of the business risk of key IT services being lost, and then identifies countermeasures and plans to prevent - or recover from - identified contingencies. |
| "ITAMM"   | IT Availability Metrics Model.   |
| "ITDN"  | International Trade Data Network.  |
| "ITISP"   | Information Technology Infrastructure Services Program.  |
| "ITSCM"   | Information Technology Service Continuity Management.  |
| "itSMF"   | IT Service Management Forum.   |
| "ITU-T"   | International Telecommunications Union – Telecommunications Standardization Sector.  |
| "IVR"   | Interactive Voice Response.  |
| "JSR 168"   | Java Specification Report 168.   |
| "Key Measurement"   | Means those Service Levels for which there is currently no Service Level Credits allocation, and are described in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "Key Personnel"   | Has the meaning provided in <b>Exhibit 5 (Personnel and Human Resources Provisions)</b> .  |
| "Key Users"   | A subset of Users identified to receive specialized services or perform functions as further indicated within the Service Management Manual or otherwise pursuant to the Agreement.  |
| "Khz"   | Kilohertz.   |
| "Kick off Date"   | The date of Acceptance by VITA of the "Transition Kick-off Workshop Completed" Implementation Milestone shown <b>in Exhibit 2.4.1 (Implementation Milestones)</b> .  |
| "Knowledge Database" or "Knowledgebase" or "Knowledge Base" | Means a repository of information used in provision of the Services; inclusive of the Known Error Database.  |
| "Known Error"   | Means a Problem where the root cause is known and a temporary Workaround or permanent alternative has been identified.   |
| "Known Error Database"                                      | Means a repository for all data on the CIs, symptoms, and resolution or circumvention actions relating to all known errors.  |
| "KTS"   | Key Telephone System.  |
| "LAN"   | Local Area Network.  |
| "LAN" ("Local Area Network")                                | Means a local, high-speed Network, consisting of LAN Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling are used to create, connect, and transmit data, voice, and video signals to, within or among VITA's and Customer's local-area network segments.                         |

| Term              | Definition   |
|-------------------|--|
|                   | LANs are typically confined within limited geographic areas (such as a single building or group of buildings) and offer relatively high data rates, usually above 10 /100 Mbps. LANs typically interconnect End-User PCs, local servers, and printers and may connect with WANs.   |
| "LAN Equipment"   | Means the Equipment and associated attachments, features, accessories, peripherals and Cabling supported or used by Supplier in connection with its provision of LAN Services to the Users, (e.g., bridges, intelligent and non-intelligent hubs, switches, gateways, remote access devices, intrabuilding wiring, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.   |
| "LAN Segment"     | Means any portion (subset) of the LAN defined by either physical (e.g., ports 1 – x, 23rd floor, etc.) or logical (e.g., addresses aaa.bbb.ccc.001 – aaa.bbb.ccc.255) parameters that separate it from the remainder of the LAN.   |
| "LAN Systems"     | Means all LAN Equipment and associated Software supported or used by Supplier in connection with its provision of LAN Services.  |
| "Law(s)"          | Means: (i) any law, statute, regulation, ordinance or subordinate legislation; (ii) applicable common law; (iii) any binding court order, judgement or decree (including consent agreements); (iv) any order, directive, instruction, corrective action plan, directive, mandate, policy or rule that is binding on a Party or any of its Affiliates and that is made or given by any government, an agency thereof, or any regulatory body, of any national, federal, commonwealth, state, or local jurisdiction. |
| "Layer 1"         | Means the physical layer of Open Systems Interconnect Basic Reference Model.   |
| "Layer 2"         | Means the data Link layer of Open Systems Interconnect Basic Reference Model.  |
| "Layer 3"         | Means the Network layer of Open Systems Interconnect Basic Reference Model.  |
| "LDAP"            | Lightweight Directory Access Protocol.   |
| "LDRPS"           | Living Disaster Recovery Planning System.  |
| "LEC"             | Local Exchange Carriers.   |
| "LEE"             | Law Enforcement Environment.   |
| 'Level 1 Support" | Means support that is provided as the entry point for inquiries or problem reports from Users. If Level 1 personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 2 personnel or Third Party for resolution.  |
| "Level 2 Support" | Means support that serves as a consolidation point for inquiries and problems between Level 1 and Level 3. For example, Level 2 support might exist in a computer operations or a distribution/mail out center. If Level 2 personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 3 personnel or Third Party for resolution.   |
| "Level 3 Support" | Means support provided by the personnel or Third Party that is most knowledgeable about the underlying problem or question and that is utilized when efforts to resolve the problem or question by Level 1 and Level 2 Support have failed or are bypassed. Inquiries or problems are usually reported by Level 1 or Level 2 support personnel, but may be initiated directly by Users or the Supplier.  |
| "Lobbying Act"    | Has the meaning provided in <b>Section 15.9 (Compliance with the Federal</b>   |

| Term                  | Definition   |
|-----------------------|--|
|                       | <b>Lobbying Act)</b> of the Agreement.   |
| "LOC"                 | Lines of Code.   |
| "Logical DBA"         | Means a VITA or Customer database administrator who is responsible for the logical aspects of a database (including schema design, data modeling, application tuning, and application performance assistance). Logical DBAs have extensive knowledge of the business applications and requirements.  |
| "Logical Security"    | Means controlling access to information, software, and data by utilizing Operating Software parameters and applications level security controls. Logical Security includes logical separation of processors and disk and segregation of reusable storage media.  |
| "Losses"              | Means all losses, liabilities, damages, liens, claims, demands, costs, proceedings, suits, actions, assessments, expenses, and other charges suffered or incurred, including attorneys' and accountants' fees and disbursements, costs of investigation, litigation, settlement, and judgment, and any taxes, interest, penalties, and fines (whether criminal or civil), judgments and settlements with respect to any of the foregoing.                    |
| "MAC(s)"              | Move, Add or Change (see "IMAC").  |
| "Main Processes"      | Means the processes listed in <b>Section 1.2 of Exhibit 2.1 (MSI Description of Services)</b> for the MSI and <b>Exhibit 2.2 (Description of Services – Cross Functional)</b> for the Service Tower Suppliers.   |
| "Mainframe"           | Means a Server that utilizes the current Operating Software (e.g., zOS, OS/390, VM, VSE, OS2200).  |
| "Maintenance Period"  | See "Scheduled Downtime."  |
| "Maintenance Release" | Means those Software fixes and updates provided by vendors of the Software as part of normal maintenance service for the Software, such as, for example, Software point releases.  |
| "Major Incident"      | The highest category of impact for an Incident. A Major Incident results in significant disruption to business operations. See "Severity 1."   |
| "Major Release"       | Means a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from "7.0" to "8.0," but may be identified by the industry as a major release without the accompanying integer change.                                |
| "Malicious Code"      | Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code. |
| "MAN Equipment"       | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of MAN Services to the Users (e.g., routers, multiplexers, switches, fiber and cable patch system, repeater, converters, fiber termination, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.               |
| "Managed Environment" | Has the meaning set forth in <b>Section 1.4 (Managed Environment)</b> of the Agreement.  |
| "Materials"           | Means, collectively, Software, literary works, other works of authorship,  |

| Term   | Definition  |
|--|---|
|  | documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, reports, drawings, databases, spreadsheets, machine-readable text and files financial models and Work Product, whether tangible or intangible.  |
| "Measurement Date"                           | Means the date in each month on which Resources Units are counted for purposes of determining billing. The Measurement Date is indicated in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| "Measurement Window" or "Measurement Period" | Means the time during, or frequency by, which a Service Level shall be measured.  |
| "Message Transformation"                     | Means the conversion of data from one format to another. This conversion can be performed by a Middleware service component that can be added to the ESB to help make validation and format conversions easier (e.g., ASCII to EBCDIC.)   |
| "Message Queuing" or "MQ"                    | Means an asynchronous communication method between Applications or Systems where information (i.e. a message) is placed in a queue by a sending system for delivery to a receiving system. Retrieving the message can happen at any time after the sender places the message in the queue. A reply to the sender is not required. This component also includes support for publishing and subscribe models.   |
| "Middleware"                                 | Means Software that facilitates interactions and integration between and among two or more separate Software programs, Systems, or platforms. Examples: Weblogic, Websphere, MQseries, Apache, BEA Tuxedo, IBM HTTP Server.   |
| "Milestone Deliverable"                      | Significant deliverables which may include Critical Deliverables, Implementation Milestones, Deliverables under Service Requests and others. Acceptance of such deliverables may result in a credit if missed or a payment if Accepted, as expressly set forth in the Agreement.  |
| "Minimum Service Level"                      | Means the minimum level of performance set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> with respect to each Critical Service Level and Key Measurement.  |
| "Minimum Service Level Default"              | Means the Supplier's level of performance for a particular Critical Service Level fails to meet the applicable Minimum Service Level at any time.   |
| "Minor Release"                              | Means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include "Maintenance Releases" which are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific Supplier Service Level or maintenance obligations and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as "7.12" to "7.13." |
| "MIPS"                                       | Millions of Instructions per Second.  |
| "MNS"  | Managed Network Services.   |
| "Mobile Data Communications Equipment"       | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Mobile Data Communications Services to the Users (e.g., wireless modems, wireless access points (WAPs), mobile data terminals, or other devices that may be mounted in vehicles either permanently or detachable for portability used to deliver Mobile Data Communication Network Services, and associated diagnostic equipment), and all additions,   |

| Term  | Definition   |
|---|--|
|   | modifications, substitutions, upgrades, or enhancements to such Equipment.   |
| “Mobile Data Communications Network”        | Means the wireless portion of VITA’s or Customer(s)’s Network consisting of Mobile Data Communications Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling used to create, connect, and transmit data to and from Mobile Data Communications Equipment via mobile IP network roaming services. |
| “MOM”                                       | Microsoft Operations Manager.  |
| “Monthly Business Days”                     | Means Business Days in a given month.  |
| “Monthly Charges “                          | Means the total Charges invoiced by Supplier in any calendar month for Services (excluding Pass-Through Expenses, Out-of-Pocket Expenses and Service Taxes).   |
| “Monthly Invoice”                           | The invoice for monthly Charges provided by Supplier to VITA.  |
| “Monthly Productive Hours Worked”           | Means with respect to any month and any Supplier Personnel the number of productive hours worked by such Supplier Personnel, excluding non-productive time (e.g., business travel, vacation, holidays, training, education, marketing, administrative staff meetings, medical leave, and military leave).                    |
| “MPLS”                                      | Multi-Protocol Label Switching.  |
| “MQSeries”                                  | Message Queuing Services.  |
| “MSDOS Legacy Server”                       | Means an Application Server with MSDOS operating systems.  |
| “MSI” or “Multisourcing Service Integrator” | Means the Integrated Supplier who has entered into an agreement with VITA to serve as the Multisourcing Service Integrator as described in in <b>Section 1.4 (Managed Environment)</b> of the Agreement.   |
| “MSM”                                       | Mobile Short Messaging.  |
| “MTTR”                                      | Mean Time to Resolve.  |
| “NARs”                                      | Network Access Registers.  |
| “NAT”                                       | Network Address Translation.   |
| “NCP”                                       | Network Control Program.   |
| “NetView”                                   | A Tivoli product that enables centralized/distributed network management across multiple operating systems and protocols.  |
| “Network”                                   | Means collectively, VITA and Customer Transport Services, WAN, LAN, Managed Fiber Services, Standard Voice Network, Contact Center, Voice Switch, Voice Mail, Auto Attendant, and Conferencing Network.  |
| “Network Time Protocol”                     | Means a protocol for synchronizing clocks on systems on the Network.   |
| “Network Topology”                          | Means the arrangement in which the nodes or interfaces to the Network are connected.   |
| “NFPR”                                      | National Fire Protection Association.  |
| “NIDS”                                      | Network Intrusion Detection System.  |
| “Nine-Month Measurement Window”             | Has the meaning given in <b>Section 2.6.1 of Exhibit 3 (Reporting and Service Level Management)</b> .  |
| “NIPS”                                      | Network-Based Intrusion Prevention (an IPS or intrusion prevention systems designed for security over network-based systems).  |
| “NIST”                                      | National Institute of Standards and Technology.  |
| “NME”                                       | Network Management Environment.  |
| “No Cost Change”                            | Has the meaning provided in <b>Section 1.11.3 (Charges Related to Changes)</b> of the Agreement.   |
| “Noncompliance”                             | Means each instance that the Software, Equipment, Systems, or other Deliverable or milestone fails to meet its Acceptance Criteria or is otherwise deficient in VITA’s reasonable discretion (in accordance with the   |

| Term   | Definition   |
|--|--|
|  | Service Management Manual or other criteria agreed by the Parties, to the extent applicable).  |
| “Non-Conformities”   | Means any errors, defects and other non-conformities.  |
| “Normal Business Hours”  | See “Business Hours.”  |
| “Normal Operations”  | Means the performance level and execution of tasks by a device, software equipment, application, CI, or Service that is at a level that is the highest of: (i) the applicable OEM’s specifications, (ii) software developer specifications, (iii) third party provider specifications, or (iv) VITA supplied specification.  |
| “NOS”  | Network Operating System.  |
| “NSM”  | NetScreen Security Manager.  |
| “NTP”  | Network Time Protocol.   |
| “OCM”  | Optional Change Management – A class of change included in the Supplier managed network Services.  |
| “OEM”  | Original Equipment Manufacturer.   |
| “OGC”  | Office of Government Commerce (U.K.)   |
| “OI”   | Organizational Inventory.  |
| “OLA”  | Operating Level Agreement.   |
| “OLAP”   | On-line Analytical Processing.   |
| “OLTP”   | On-line Transaction Processing.  |
| “One-Time Charges”   | Means any Charges that are non-recurring and are typically associated with start-up and implementation costs or other Project type Services.   |
| “One-Time Deliverables”  | Means those Deliverables that are non-recurring that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| “On-Going Programs”  | Means programs or periodic projects that, while not part of day-to-day operations, are critical to accomplish.   |
| “Online System”  | Means a computer system that is a part of, or is embedded in, a larger entity, such as a communications system, and that interacts in real or near-real time with the entity and its users.  |
| “OPB”  | Office of Planning and Budget.   |
| “Open Source License”  | Means any copy left or open source license, or other license for free code, community source code or similar software, including the following: (a) GNU’s “General Public License” or Lesser/Library GPL; (b) the “Artistic License” (e.g., PERL); (c) the “Mozilla Public License”; (d) the “Netscape Public License”; (e) the “Berkeley Software Design” license including “FreeBSD” or “BSD-style license”; (f) the “Sun Community Source License”; (g) an “Open Source Foundation License” (e.g., CDE and Motif UNIX user interfaces); or (h) the “Apache Server License”. |
| “Operating Level Agreement”                                      | Means an agreement that covers the inter-relationship between two Integrated Suppliers in connection with their delivery of services to Customers, as described in <b>Section 1.4.4 (Operating Level Agreements)</b> .   |
| Operating Level Measures (OLMs)                                  | Means the processes describing specific interdependency commitments, handoffs, and metrics between various suppliers, which may include the MSI, Service Tower Suppliers, and Customers.   |
| “Operating Software” or “Systems Software” or “Operating System” | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that perform tasks basic to the functioning of the Equipment and are required to operate the Applications Software or otherwise support the provision of Services by Supplier.  |
| “Operations Document”  | Means instructions, comments, and information that provide guidelines or   |

| Term                                  | Definition  |
|---------------------------------------|---|
|                                       | instructions for performing work related to Services.   |
| “Organizational Conflict of Interest” | Means that because of other activities or relationships with other Persons, (i) a Person is unable to render impartial assistance or advice to VITA or any Customer, or (ii) the Person’s objectivity in performing the Services is or might be otherwise impaired.   |
| “OS”                                  | Operating system.   |
| “OSA”                                 | Open Systems Adapter.   |
| “OSHA”                                | Occupational Safety and Health Agencies.  |
| “OT”                                  | Overtime.   |
| “OTIS”                                | Offender Tracking Information System.   |
| “Outage”                              | Means a condition such that a System, Service, Application System, Equipment or network component is not Available or is substantially not Available and is impacting normal business operations.   |
| “Party” and “Parties”                 | Means individually and collectively Supplier and VITA.  |
| “Pass-Through Expense(s)”             | Means the Supplier expenses which VITA has agreed to pay directly or reimburse to Supplier in accordance with <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “Patch (es)”                          | Piece of Software designed to update other Software, firmware, Operating System, or its supporting data to fix or improve it.   |
| “PAYE”                                | Pay As You Earn.  |
| “PBE”                                 | Private Branch Exchanges.   |
| “PBGC”                                | Pension Benefit Guaranty Corporation.   |
| “PBX”                                 | Private Branch Exchange.  |
| “PC(s)”                               | Personal Computer(s).   |
| “PCI”                                 | Payment Card Industry.  |
| “PDA(s)”                              | Personal Digital Assistant(s).  |
| “Performance Category”                | Means a grouping of Critical Service Levels designated as such as set forth in <b>Exhibit 3.1 (Service Levels Matrix)</b> .   |
| “Performance Credit(s)”               | Means an amount of credits payable to VITA in accordance with <b>Exhibit 3 (Reporting and Service Level Management)</b> as a result of a Service Level Default or a Minimum Service Level Default.  |
| “Person(s)”                           | Means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or Entity of any kind or nature, or a Governmental Authority.  |
| “Personal Data”                       | Means that portion of VITA Data that is subject to any Privacy Laws.  |
| “Personal Medical Data”               | Means Personal Data that contains health care or medical information.   |
| “Personal Information”                | Means all information that describes, locates or indexes anything about an individual including his real or personal property holdings derived from tax returns, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, or that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual; and the record of his presence, registration, or membership in an organization or activity, or admission to an institution. "Personal information" shall not include routine information maintained for the purpose of internal office administration whose use could not be such as to affect adversely any data subject nor does the term include real estate assessment information(Code of Virginia § 2.2-3801). |
| “Personnel Projection Matrix”         | Has the meaning provided in <b>Exhibit 5 (Personnel and Human Resources Provisions)</b> .   |



| Term  | Definition  |
|---|---|
| "PESQ"                                      | Perceptual Evaluation of Speech Quality.  |
| "PGR"                                       | Procurement Governance Request.   |
| "PHI"                                       | Protected Health Information.   |
| "Physical DBA"                              | Means the Supplier database administrator responsible for the environmental aspects of a database including but not limited to the following activities: <ul style="list-style-type: none"> <li>• Supporting the design and implementation of multiple production, test and development database subsystems; exclusive of table creation for</li> <li>• Development and Initial Test Environments.</li> <li>• Capacity planning for database instances and reorganizing as necessary.</li> <li>• Performing stress testing and database performance tuning.</li> <li>• Installing, maintaining, and monitoring the DBMS Software and products, including technical advice and support to the Applications Development, and Maintenance staffs and Logical DBAs as may be required.</li> </ul> |
| "Physical Server"                           | Means an individual physical Server Device containing processors, memory, network interface cards, and disk drives.   |
| "PIA"                                       | PeopleSoft Internet Architecture.   |
| "PII"                                       | Personally Identifiable Information.  |
| "PIP"                                       | Performance Improvement Plan.   |
| "PIR"                                       | Post Implementation Review.   |
| "PIR"                                       | Post Implementation Review or Project Initiation Review (as appropriate)  |
| "Plan"                                      | Has the meaning provided in <b>Section 14.7 (Reporting and Fees from Supplier)</b> of the Agreement.  |
| "Planned Projects"                          | Means any Projects that are not yet started as of the RFP issuance date, but are planned to begin prior to the Commencement Date.   |
| "Platform Relationship Office" or "PRO"     | VITA team dedicated to managing the relationship between Customers and suppliers within the ITISP.  |
| "PM"  | Depending on context, means Preventive Maintenance, Problem Management, or Project Manager.   |
| "Point-of-Presence"                         | (POP) is a Location at which Supplier maintains a Terminal Location for purposes of providing Service.  |
| "Policy and Procedures Manual"              | Means the policy and procedures manual described in <b>Section 1.4.2 (Policy and Procedures Manual)</b> . In Accordance with <b>Section 1.4.2 (e) (Transition to Service Management Manual)</b> , until such time as the Service Management Manual shall have superseded by the Policy and Procedures Manual, unless otherwise expressly provided or the context shall otherwise require, references in the Agreement to the Service Management Manual shall be deemed references to the Policy and Procedures Manual.  |
| "Pool Percentages Available for Allocation" | Means a percent of the At-Risk Amount as indicated in <b>Exhibit 3.1 (Service Levels Matrix)</b> .  |
| "POR"                                       | Protective Order Registry.  |
| "Port"                                      | An entrance to and/or exit from a network.  |
| "Portable Network Devices"                  | Means portable, hand-held Equipment used by Users for telecommunications access and services, including pagers, mobile phones, calling cards, and any telecommunications functionality associated with PDAs. Portable Network Devices do not include personal computers or  |

| Term  | Definition  |
|---|---|
|   | laptops.  |
| “Portal”  | Means a type of content management web site, password protected to allow secured access to and input of content as required in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| “POS”   | Point of Service.   |
| “Post Implementation Review” or “Post Project Review” | Means an assessment of business benefits delivered once the Project has been put into use.  |
| “PQMS”  | Process and Quality Management System.  |
| “Pre-Production” or “Pre-Production Environment”      | Means the system environment that closely simulates Production; it has minimal changes and is used for testing applications, software, and databases just prior to migration to Production. Customers must have at least one Pre-Production Environment.  |
| “Print Document Files”                                | Means files containing print control characters, language and text used to tell the printer how and what to print on a page.  |
| “PRISM”   | Project to Realize Integrated Systems for Management.   |
| “Privacy Laws”  | Means Laws relating to data privacy or data protection.   |
| “Problem”   | Means the unknown underlying cause of one or more Incidents.  |
| “Problem Management”                                  | Means the process of tracking and managing all problems arising in VITA and/or Customer's IT environment, and resolving those problems arising from or related to the Services.   |
| “Problem Manager”                                     | Means the individual who has responsibility for all Problem Management activities within an organization.   |
| “Production or Production Environment”                | Means the system environment in which an organization's data processing is accomplished. This environment contains Customer's business data and has the highest level of security and availability of all environments (includes training and other Production like environments).  |
| “Project”   | Means a discrete unit of non-recurring work (i.e., not performed on a continuous or recurring basis).   |
| “Project Deliverable”                                 | Means any Deliverables in connection with a Project.  |
| “Project Plans”                                       | Means a written plan describing the contents, cost, and timing of a Project, to be delivered in accordance with the requirements of VITA or other Customer.   |
| “Protected Health Information”                        | Means individually identifiable health information that is (i) transmitted in electronic media, (ii) maintained in electronic media, or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in (a) education records covered by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); (b) records of any student who is 18 years of age or older, or is attending a postsecondary school, that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records may be personally reviewed by a physician or other appropriate professional of the student's choice; and (c) employment records held, in its role as employer, by a health plan, health care clearinghouse, or health care provider that transmits health information in electronic form. (§ 37.2-1032, Code of Virginia). |
| “Provider Edge”                                       | The edge of, or point in which Customer traffic enters or exits, the Supplier Private IP Network.   |

| Term                               | Definition  |
|------------------------------------|---|
| "PSTN"                             | Public Switched Telephone Network.  |
| "PTT"                              | Push To Talk.   |
| "Public Bodies"                    | Means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the <u>Code of Virginia</u> . The term Public Bodies shall include private institutions of higher education that are listed at: <a href="http://www.cicv.org/Our-Colleges/Profiles.aspx">http://www.cicv.org/Our-Colleges/Profiles.aspx</a> . |
| "QoS"                              | Quality of Service.   |
| "Quality Assurance" ("QA")         | Means the actions, planned and performed, to provide confidence that all processes, Systems, Equipment, Software, and components that influence the quality of the Services are working as expected individually and collectively.  |
| "R&D"                              | Research and Development.   |
| "RA"                               | Risk Analysis.  |
| "RABS"                             | Resource Accounting and Billing System.   |
| "RAC"                              | Real Application Clusters.  |
| "RAM"                              | Random Access Memory.   |
| "RCA"                              | Root Cause Analysis.  |
| "RCDD"                             | Registered Communications Distribution Designer (a trademarked designation awarded to information transport systems professionals by BICSI, an industry association).   |
| "Receipt"                          | Means VITA or other Customer or its Agent has physically received or has unfettered access to any Deliverable, including, as applicable, at the correct "ship-to" location.   |
| "RCM"                              | Resource Capacity Management.   |
| "Recovery Point Objective" ("RPO") | Means the recovery point objectives, expressed as the acceptable amount of data loss measured in time prior to an event that has been declared as a disaster.   |
| "Recovery Time Objective" ("RTO")  | Means the recovery time objectives, expressed as the duration of time within which an Application, including all technology components included in the applicable disaster recovery / business continuity plan must be recovered, restored and operational starting from the time of declaration of a disaster.   |
| "Recurring Deliverables"           | Means those Deliverables to be provided on a scheduled and recurring basis that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| "Reduced Resource Credit" ("RRC")  | Means the incremental credits set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for the use of Services below the monthly Resource Baselines for such Services.  |
| "Redundancy"                       | An offering of alternate Service through the use of one or more different routings, circuits, and/or additional equipment.  |
| "Refresh"                          | Means the upgrading and/or replacing of Equipment and Software during the Term.   |
| "Regulatory Requirements"          | Means together, the VITA Regulatory Requirements and the Supplier Regulatory Requirements.  |
| "Release"                          | Means a collection of new and/or changed CIs, which are tested and introduced into the live Environment together.   |
| "Release Management"               | Means the managing of the procedures to ensure secure, managed rollouts of new hardware, new versions of software, and/or new documentation, created in-house or by a Third Party.  |
| "Repair"                           | Means the replacement or correction of a failed Device or Software.   |

| Term                            | Definition  |
|---------------------------------|---|
| "Reports"                       | Means reports that Supplier will provide to VITA that detail compliance with the Agreement or otherwise required under the Agreement.   |
| "Request for Change" or ("RFC") | Means a formal, written, request to change Configuration Items within and organization, in accordance with applicable VITA Rules, including COV ITRM PSGs.  |
| "Request Management"            | Means the process of tracking and managing all requests from Users arising in Customer's IT environment, and resolving those requests arising from or related to the Services.  |
| "Required Consent(s)"           | Means such consents as may be required for (i) the assignment to a Party, or the grant to a Party of rights of access and use, of resources otherwise provided to or licensed by the other Party, and (ii) with respect to any resource (e.g., software, equipment, services) for which the corresponding contract is to be assigned to VITA or VITA's designee (including a third party) pursuant to Termination Assistance (including any resource existing as of the Effective Date and assigned to the Supplier, as well as any resource utilized or introduced after the Effective Date during the Term), the disclosure of the corresponding contract terms to VITA or the third party designee, or the assignment of such contract to VITA or the third party designee, as part of Termination Assistance. |
| "Resolution Time"               | Means the actual time interval between the Start Time for an Incident and the time such Incident is Resolved.   |
| "Resolve" or "Resolution"       | Means the restoration of full service or the completion of the service request in a manner acceptable to VITA (or the applicable Customer) in its reasonable discretion. Resolution may include the restoration of full service and functionality by workaround or other alternative means, followed in due course by actual correction.  |
| "Resource Baseline(s)"          | Means the number of Resource Units set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for a Resource Unit that are included in the Base Charge.   |
| "Resource Unit Category"        | Means a category of Resource Units which are measured and with respect to which charging rates or other charging mechanisms apply.  |
| "Resource Unit" or "RU"         | Means a measurable device, unit of consumption, or other unit or resource utilization associated with the Services, as described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> , that is used for purposes of calculating Charges, including calculating ARCs and RRCs as described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| "Response Time"                 | Means the number of elapsed minutes between the time a Contact is received and the time Supplier responds to the User or designated VITA contact to acknowledge and verify the problem.   |
| "RF"                            | Radio Frequency.  |
| "RFC"                           | Request for Change/Comment.   |
| "RFO"                           | Request for Offer.  |
| "RIF"                           | Reductions In Force.  |
| "RMAN"                          | Recovery Manager.   |
| "RMON"                          | Remote Monitoring.  |
| "ROI"                           | Return on Investment.   |
| "ROM"                           | Rough Order of Magnitude Quote.   |
| "Root Cause Analysis" ("RCA")   | Means the formal process, specified in the Service Management Manual, to be used by Supplier to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.  |

| Term  | Definition   |
|---|--|
| "RPO"   | Recovery Point Objectives.   |
| "RRC"   | Reduce Resource Credits.   |
| "RRS"   | Retrieval and Reporting System.  |
| "RSO"   | Retained Service Organization.   |
| "RSR"   | Recruiting, Staffing and Resourcing.   |
| "RTO"   | Recovery Time Objectives.  |
| "RU"  | Resource Units.  |
| "RUP"   | Rational Unified Process.  |
| "SAN"   | Storage Area Network.  |
| "Satellite"                                   | Means a Transport service using radio waves between ground-based stations and satellites orbiting the Earth.   |
| "Scheduled Downtime"                          | Means a period in which a subject Service component is not required to be Available due to scheduled time required to perform system maintenance (for example, preventive maintenance, system upgrades, etc.), provided that such period has been mutually agreed between the Parties and is scheduled so as to minimize the impact to the Customers' business. The Supplier shall maintain Availability during such periods to the extent reasonably practicable. |
| "Scheduled Operations"                        | Means the period specified in the Service Management Manual during which Supplier is obligated to provide problem resolution with respect to particular Services or Service components in accordance with the applicable Severity Level.   |
| "Scheduled Uptime"                            | Means that period of time (days of the week and hours per day) during which a particular System, Application, Software, Hardware, Network, or any other part of the Services is expected to be available during the Measurement Window.  |
| "SCM"   | Service Capacity Management.   |
| "SDC"   | Service Delivery Committee.  |
| "SDLC"  | Software Development Lifecycle.  |
| "SDLLC"                                       | Synchronous Data Link Control over Logical Link Control.   |
| "SDM"   | Service Delivery Management.   |
| "Secure Document Storage"                     | Means a physical storage location with security controls which limits check in, check out of document forms to authorized personnel.   |
| "Security"                                    | Means ensuring that services are used in an appropriate way by the appropriate people.   |
| "Security Design Review"                      | Means an evaluation of network architecture, including its physical and logical topology, from a security perspective.   |
| "Security Incident"                           | Means (i) any circumstance pursuant to which applicable Law requires notification to be given to affected parties or other activity in response to a security-related incident; and (ii) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance or incident that compromises, or could reasonably be expected to compromise, the security of any VITA Data or VITA Software or Systems.  |
| "Security Management"                         | Means the process of managing a defined level of security on information and services. This includes managing confidentiality, integrity, and availability of data.  |
| "Security Manager" or "VITA Security Manager" | Means the role that is responsible for the Security Management process in the Supplier organization.   |
| "Security Officer"                            | Means the person is responsible for assessing the business risks and setting the security policy. As such, this role is the counterpart of the   |

| Term   | Definition   |
|--|--|
|  | Security Manager and resides in the Customer's business organization. The Security Officer and the Security Manager work closely together.   |
| "Security Plan"                              | Means a plan provided by the Supplier to support Security Management, in accordance with the Service Management Manual and <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| "Security Program"                           | Has the meaning provided in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| "SEI"  | Software Engineering Institute.  |
| "SEI CMM"                                    | Software Engineering Institute Capability Maturity Model.  |
| "Sensitive" or "Sensitive Data"              | Means, with respect to data, any data of which the compromise with respect to confidentiality, integrity, and/or availability could adversely affect COV interests, the conduct of agency programs, or the privacy to which individuals are entitled.  |
| "Server"                                     | Means any computer that provides shared processing or resources (e.g., Application processing, database, mail, proxy, firewalls, backup capabilities, print, and fax services) to Users or other computers over the Network. A Server includes associated peripherals (e.g., local storage devices, attachments to centralized storage, monitor, keyboard, pointing device, tape drives, and external disk arrays) and is identified by a unique manufacturer's serial number. |
| "Service Capacity Management" ("SCM")        | Means the management that manages the performance of the services provided to the Customers, including measurement of SLA results obtained. Part of Capacity Management.   |
| "Service Catalog"                            | Means a list of IT products and services, as described in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| "Service Delivery Processes"                 | Means the core set of ITIL Service Management Processes that have a tactical or strategic focus. They include Service Level Management, Critical Deliverable Management, Capacity Management, IT Service Continuity Management, Availability Management and Financial Management for IT Services.  |
| "Service Desk"                               | Means the facilities, associated technologies, and fully trained staff who respond to Calls or Contacts, coordinate all Problem Management and Request Management activities, and act as a single point of contact for Users in regard to the Services.  |
| "Service Evolutions"                         | See "Evolution of Services."   |
| "Service Integrator"                         | See "MSI."   |
| "Service Level Credit Allocation Percentage" | Means the percentage of the Allocation of Pool Percentage allocated to a Critical Service Level within a Performance Category.   |
| "Service Level Credits"                      | Means amounts that are creditable based on certain failures to achieve Service Levels, as further described in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "Service Level Default"                      | Means an Expected Service Level Default or Minimum Service Level Default.  |
| "Service Level Invoice Amount"               | Means Charges due and owing for a particular month, including the Monthly Base Charge and any additional Charges, including, to the extent applicable, Adjustments applicable to the Services for such month, and any other amounts payable by VITA to Supplier pursuant to the Agreement for performance or events occurring in such month.   |

| Term                              | Definition   |
|-----------------------------------|--|
| "Service Levels"                  | Has the meaning provided in <b>Section 3.1 (Service Levels and Other Performance Standards)</b> of the Agreement, and comprise Critical Service Levels and Key Measurements.   |
| "Service Management"              | Means a set of specialized organizational capabilities for providing value to customers in the form of services  |
| "Service Management Lifecycle"    | Means the five key phases organizing the processes for managing IT services: Service Strategy, Service Design, Service Transition, Service Operation, Continual Service Improvement  |
| "Service Management Manual"       | Means the management procedures manual for the Services described in <b>Section 1.4.3 (Service Management Manual)</b> of the Agreement.  |
| "Service Request"                 | Means an order or request for information or assistance. Service Requests are typically Standard Services requests or IMACs that may be ordered or initiated via the Service Catalog or Service Desk.  |
| "Service Taxes"                   | Means all sales, service, value-added, use, excise and other taxes assessed by tax authorities against either Party or any Customer on the provision of the Services as a whole, or on any particular Service.   |
| "Service Tower"                   | Means a single service area (which may include multiple sub-components), each of which is managed and coordinated by the MSI role. Each Service Tower is addressed in a corresponding Description of Services (e.g., MSI is a Service Tower described in the MSI Description of Services).   |
| "Service Tower Supplier" or "STS" | Means a provider of a Service Tower. One Integrated Supplier may provide more than one Service Tower, each under the applicable Description of Services.   |
| "Services"                        | Has the meaning provided in <b>Section 1.1 (Scope of Services)</b> of the Agreement.   |
| "Severity Level"                  | Means the categorization of an Incident associated with the Services based on the potential impact of the problem to Client and any Customer, as further defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "Severity Level 1"                | Has the meaning given in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "Severity Level 2"                | Has the meaning given in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "Severity Level 3"                | Has the meaning given in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "Severity Level 4"                | Has the meaning given in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "Significant Service"             | Means any significant or important Function for which the Supplier is responsible in accordance with the requirements of this Agreement, including any Function which, if not performed correctly, and in accordance with this Agreement, would have a significant impact on the ability of VITA or another Customer to conduct an important aspect of its operations or responsibilities. |
| "SIR"                             | Secure Intranet Ring   |
| "Site List"                       | The document listing the Sites, which may be located in the Service Management Manual may change and be updated during the Term.   |
| "Site(s)"                         | Means VITA Sites and Supplier Facilities.  |
| "SJSAS"                           | Sun Java System Application Server.  |
| "SMF"                             | Systems Management Facility.   |
| "SMM"                             | Service Management Manual.   |
| "SMS"                             | Microsoft Systems Management Server.   |

| Term   | Definition  |
|--|---|
| "SNA"  | Systems Network Architecture.   |
| "SNMP"                                       | Simple Network Management Protocol.   |
| "SOA"  | Start of Authority.   |
| "Soft IMAC"                                  | Means an approved Software IMAC request received from VITA, which IMAC can be performed concurrently with remote element management tools and does not require any physical on-site intervention. A Software patch or error correction upgrade will not be considered as a Soft IMAC.   |
| "Software"                                   | Means any programs and code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related Documentation and supporting Materials therefore, in any form or medium, including electronic media used by Supplier in the performance of the Services or provided or to be provided by Supplier as a component(s) of any Deliverable or Component, and any subsequent modification of such programs and code, excluding Work Product owned by VITA or, as applicable, the Commonwealth.   |
| "Software Service Charge" ("SSC")            | Means the charging unit to recover costs for Software. If applicable, further definition is given in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| "Solution Request" or "Request for Solution" | Means a request for Solution Services.  |
| "Solution Services"                          | Means the agreed upon one-time or nonrecurring services that are within the scope of the Agreement, but that are not included in the Service Catalog or otherwise reasonably necessary to satisfy any requirement contained in <b>Exhibit 2.1(Description of Services)</b> of the Agreement.  |
| "SOR"  | Sex Offender Registry.  |
| "Source Code"                                | Means (a) the underlying programming code, including without limitation, all queries, data structures, instructions, routines or objects that exists in the form of programming statements and instructions in connection therewith, that is generally written by, and is readable by, a trained human software developer, but that is not generally directly executable by a computer without first being translated for operation on computer equipment through assembly or compiling, and accompanied by Documentation, in sufficient detail to enable a trained Software developer through study or such Documentation to maintain and/or modify such software without undue experimentation, and (b) all interfaces, compilers and other tools necessary to enable VITA to access, use and operate the software code. The Source Code and object code will be in a format and on a storage medium suitable for loading into the applicable System, and will not be encrypted (except to the extent VITA or Customer requests otherwise). |
| "SPD"  | Summary Plan Description.   |
| "Specifications"                             | Means, with respect to processes, Software, Equipment, Systems or other contract Deliverables to be designed, developed, delivered, integrated, installed, and/or tested by Supplier, the technical, design and/or functional specifications set forth in Third Party Vendor documentation, in an Additional Services or Project description requested and/or approved by VITA or otherwise agreed upon in writing by the Parties.  |
| "SPOC"                                       | Single Point of Contact.  |
| "SRCs"                                       | System Change Requests.   |
| "SRU"  | Staffing Redeployment Unit.   |
| "SSA"  | Social Security Administration.   |
| "SSC"  | Software Service Charge.  |



| Term                               | Definition   |
|------------------------------------|--|
| "SSL"                              | Secure Sockets Layer.  |
| "SSN"                              | Social Security Number.  |
| "Standard Change"                  | Means an accepted solution to an identifiable and relatively common set of requirements, where authority is given in advance of implementation, such as setting up an access profile for a new employee.   |
| "Standard Products"                | Means minimum EUC Equipment and Software requirements and/or specific EUC Equipment and Software that are designated as being in standard use within VITA or Customer.   |
| "Standard Service(s)"              | Means defined and discrete units of Services, which have been approved for common use by Customers via the Service Portfolio Management review process. Typically, such Standard Services are orderable by Users through the Service Catalog.  |
| "Standard Software"                | Means the list of software (regardless of ownership or license holder) that is authorized for installation on systems in the Managed Environment. VITA will have lists of environment-wide standard software. Customers will have lists of additional software that is authorized for their organization.  |
| "Standard Voice Network"           | Means the portion of the Network consisting of Standard Voice Premise Systems, Software, Transport Systems, Interconnect Devices, Wiring and Cabling used to create, connect, and transmit voice to Users.   |
| "Standard Voice Premise Equipment" | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling, including dedicated servers supported or used by Supplier in connection with its provision of Standard Voice Services to the Users, including PBXs and PBX rectifiers, VoIP PBX, Hybrids, or hosted PBX, Centrex, handsets, key systems, small office/home communications systems, voice mail systems, and paging systems, American Disabilities Act (ADA) communications devices (e.g., TDDs, teletype, special equipped handsets), voice recognition units ("VRUs"), interactive voice response units ("IVRs"), call data recording systems ("CDRs"), automatic call distributors ("ACDs"), voice communications management systems, backup battery systems, and associated diagnostic equipment. |
| "Standard Voice Premise Systems"   | Means all Standard Voice Premise Equipment and associated Software supported or used by Supplier in connection with its provision of Standard Voice Services.  |
| "Standard Voice Services"          | Means the Standard Voice Network technical requirements and proposed improvements to the Standard Voice Network technical environment as set forth by VITA.  |
| "Start Time"                       | Means, with respect to an Incident, Call or Contact, the time when the Incident ticket is created. With respect to an Outage, the earlier of the time when the Incident is detected or should have been detected (by the applicable monitoring for the System). If more than one ticket is created for the same root cause, the Start Time shall be based on the earliest of the ticket creation times.  |
| "Strategic Plan"                   | Means the plans that may be periodically developed by VITA that set forth the plans for executive branch agencies or the Commonwealth's key operational objectives and requirements and outline its strategies for achieving such objectives and requirements. VITA may revise the Strategic Plan from time to time. The Strategic Plan is likely to include both annual and multi-year strategies, objectives, and requirements.  |
| "Statement of Work"                | Has the meaning provided in <b>Section 1.3.1 (Solution Services)</b> of the Agreement.   |

| Term                  | Definition  |
|-----------------------|---|
| "Storage"             | A Device or service used to store digital information.  |
| "Stratum 0"           | Means the Strata of Network Time Protocol, describing clocks such as atomic clocks which provide time.  |
| "Stratum 1"           | Means the Strata of Network Time Protocol, describing devices connected to Stratum 0 devices.   |
| "Stratum 2"           | Means the Strata of Network Time Protocol, describing devices sending time requests to Stratum 1 devices.   |
| "Subcontractor(s)"    | Means any entity to which Supplier (or other Subcontractor of any tier) has subcontracted for performance of, or delegated any of its responsibilities under the Agreement, including an Affiliate of the Supplier.   |
| "Sub-Service"         | Means a portion of the Services that is either (a) identified as such in the Agreement or (b) otherwise would be severable from the rest of the Services.   |
| "SUCCESS"             | System for Uniform Calculation and Consolidation of Economic Support Services.  |
| "Successor Supplier"  | Means an Entity that performs or is expected to perform a function or functions that replace any portion of Terminating Services following their termination or expiration.   |
| "Supplier"            | Has the meaning set forth in the introductory paragraph of the Agreement.   |
| "Supplier Assets"     | Means assets owned, leased or licensed by Supplier and used to deliver the Services.  |
| "Supplier Facilities" | Means the locations, other than VITA Facilities, from which any portion of the Services may be performed.   |
| "Supplier Materials"  | Means any materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed; or any invention, business method, or process materials) and Intellectual Property that were acquired, licensed or developed by the Supplier or any of its Affiliates either (a) prior to the commencement of the Supplier's work on behalf of VITA or Customer under the Agreement; or (b) independent of the Agreement (e.g., created by personnel other than those involved in performance of the Agreement). |
| "Supplier Personnel"  | Means each director, officer, manager, employee, contractor, subcontractor, representative and agent of Supplier, Subcontractors or any affiliate who perform any Services.   |
| "Support"             | Means the Supplier performing continuous oversight to ensure that a Device, Software, or process performs its designated function, including assuming responsibility for performing all necessary Repairs, preventive maintenance, patching, Upgrades, and performance tuning as required to ensure that the Device, Software, or process operates in accordance with Normal Operations.  |
| "SUS"                 | Microsoft Software Update Services.   |
| SWESC                 | Southwest Enterprise Solutions Center.  |
| "SYSGEN(s)"           | System Generation.  |
| "System(s)"           | Means hardware, software, networks, applications and other equipment that comprise a technical environment.   |
| "Systems Overhead"    | Means Resource Units used by the Supplier to measure and calculate Customers' resource usage, to perform Supplier billing functions, used for capacity planning studies or attributable to reruns that are due to the fault of Supplier, and such other Supplier usage.   |

| Term                                     | Definition   |
|--|--|
| "T&A"                                    | Time and Attendance.   |
| "T&E"                                    | Travel and Entertainment Expenses.   |
| "TCC"                                    | Total Cash Compensation.   |
| "TCO"                                    | Total Cost of Ownership.   |
| "TCP"                                    | Transmission Control Protocol.   |
| "TDD"                                    | Telecommunications Device for the Deaf.  |
| "TDMA"                                   | Time Division Multiple Access.   |
| "Technical Recovery Guide"               | Means a compilation of technical information, procedures, environmental configurations, operations and dependencies required to document each environment to ensure technical recovery of hardware, Operating System, storage, Network and other Equipment. Technical Recovery Guides capture operational elements, dependencies and instructions which must be re-enabled and sequenced appropriately to restore business operations. |
| "Technology Plan"                        | Has the meaning set forth in <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| "Telecommunications Device for the Deaf" | Means electronic device for text communication via telephone line, typically used by persons with hearing impairment.  |
| "Teleworker"                             | Means the employee or contractor who is not working from a Site; may be located at home or another remote office.  |
| "Teleworker Agent"                       | Means the Contact Center agent who is not located at a Site or a Contact Center; may be located at a home or another remote office.  |
| "Term"                                   | Has the meaning set forth in <b>Section 6.1 (Term)</b> of the Agreement.   |
| "Third Party"                            | Means, whether or not capitalized, an Entity or individual that is neither a Party to the Agreement nor an Affiliate of a Party.   |
| "Third Party Contract(s)"                | Means all agreements between third parties and VITA or between third parties and any Customer that have been or shall be used in connection with the Services.   |
| "Third Party IP"                         | Means all Intellectual Property Rights owned by a party other than VITA or the Customer or the Supplier, as applicable.  |
| "Third Party Software"                   | Means either VITA's or Customers' Third Party Software or Supplier Third Party Software.   |
| "Third Party Vendor(s)"                  | Means a Third Party that provides products or services to any Party that is related to, or is in support of, the Services (e.g. hardware vendors, premier support contracts, etc.). Third Party Vendors do not include Subcontractors.   |
| "TIA"                                    | Telecommunications Industry Association.   |
| "Tier"                                   | Means a layer of application functionality in a partitioned application that can usually be deployed on separate physical computers for better scalability and data security.  |
| "Trade Secrets"                          | Has the meaning provided under applicable law.   |
| "Transition Out Assistance"              | Has the meaning provided in <b>Section 13.1 (Transition Out Assistance; General)</b> of the Agreement.   |
| "Transition Out Assistance Period"       | Means any period of time during which the Supplier is providing (or is required to provide) Transition Out Assistance.   |
| "Transition Out Plan"                    | Has the meaning provided in <b>Section 13.2 (Transition Out Plan)</b> of the Agreement and <b>Exhibit 2.6 (Transition Out Plan)</b> .  |
| "TRG"                                    | Technical Recovery Guide.  |
| "TSD"                                    | Technology Solution Design.  |
| "TSO"                                    | Time Sharing Option.   |

| Term  | Definition   |
|---|--|
| "Two-Way Radio Equipment"                   | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Two-Way Radio Services to the Users (e.g., portable radios, mobile radios, fixed mobile devices and fixed base locations, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.                            |
| "TWR"                                       | Two-Way Radio.   |
| "Type R Service Levels"                     | Type R Service Levels are related measures shared between the MSI and the Service Tower Supplier(s) as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "Type S Service Levels"                     | Type S Service Levels are shared between the MSI and an individual Service Tower Supplier as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "Type U Service Levels"                     | Type U Service Levels are intended to measure Services that are specific to one Integrated Supplier's performance, and therefore are not shared between Integrated Suppliers as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "U.S. Bankruptcy Code" or "Bankruptcy Code" | Means Title 11 of the United States Code.  |
| "UAB"                                       | Unified Address Book.  |
| "UCaaS SLED"                                | Unified Communications and Collaboration as a Service for State, Local, and Education. The Supplier's unified communications product suite variant designed for the public sector space including support for voice services as well as a full suite of collaboration tools. UCaaS SLED is delivered from Fedramp certified data centers and provides encryption and a wide range of security standards compliance.  |
| "UCITA"                                     | Uniform Computer Information Transactions Act.   |
| "UM"  | Unified Messaging.   |
| "Unrelieved Deliverable Credits"            | Means all Deliverable Credits that are not eliminated via Earnback.  |
| "Update"                                    | Means any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software. |
| "Upgrade(s)"                                | Means updates, patch installations, modifications, renovations, refreshes, enhancements, additions, substitutions and/or new versions or releases of Software or Equipment. For purposes hereof, a workaround or fix to Software or Equipment also constitutes an Upgrade.   |
| "UPS"                                       | Uninterruptible Power Supply.  |
| "Urgency"                                   | Means a measure of the business criticality of an Incident or Problem based on the impact and on the business needs of VITA.   |
| "Use"                                       | Means to access, use, copy, configure, maintain, modify, enhance, install, perform, display, distribute and – where Source Code is made available pursuant to the terms of the Agreement – create derivative works.  |
| "User"                                      | Means a person who is authorized and uses the Service on a day-to-day basis.   |
| "User Computing Equipment"                  | Means the Equipment supporting End User Computing Services.  |
| "USPS"                                      | United States Postal Service.  |
| "Utility Server Infrastructure Stack"       | Means Antivirus Software, E-mail / Collaborative Software, Infrastructure  |

| Term                                      | Definition  |
|---|---|
| Software”                                 | Management Software, Operating Software, and Utility / Monitoring & Management Software used in the operation of Utility Servers.   |
| “Utility Server(s)”                       | Means the following types of Servers: Email, Enterprise SMTP Relay, File and Print, Enterprise Gateway, Presentation/Terminal, and Identity Management Solutions.   |
| “VCE”                                     | Virtual Communications Express – The Supplier’s hosted Unified Communications service including voice services as well as a full suite of collaboration tools.  |
| “Version(s)”                              | Means major Software Upgrades that generally add function to existing Software and may be provided by the Software vendor at a fee over and above the standard Software maintenance costs.  |
| “Versioned”                               | Means changes that are rolled out in distinct releases, the version of the release is maintained in the artifacts being rolled out for compatibility, prior versions are phased out over time through a standard process and all changes are documented.  |
| “VIP”                                     | Very Important Person.  |
| “VIP Users”                               | VIPs identified by VITA to receive prioritized or specialized support, as further indicated within the Agreement and the Service Management Manual.   |
| “Virtual Server”                          | Means an individual Server simulated or existing on a process and memory.   |
| “Virtual Private Network” or “VPN”        | Means a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or remote users with secure access to their organization’s network.  |
| “VITA”                                    | Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the <u>Code of Virginia</u> .  |
| “VITA Data”                               | Means: (i) all data and information in any form, whether or not Confidential Information, entered in software or equipment, directly or indirectly, by or on behalf of VITA or another Customer under or in connection with the Agreement (including Personally Identifiable Information), including any data originated or provided by VITA, Customers, Supplier or any other Integrated Supplier, or other third parties; (ii) all data and information, whether or not Confidential Information, directly or indirectly obtained by Supplier from, in connection with or as a result of the Services or the Agreement (including Personally Identifiable Information), including in connection with the negotiation and execution of the Agreement; and (iii) all data and information derived from the above information. VITA Data includes Content. |
| “VITA Equipment”                          | Means Equipment owned or leased by VITA and provided to Supplier in connection with the Services.   |
| “VITA Facilities”                         | Means the facilities that are provided by VITA or a Customer for the use of Supplier to the extent necessary to provide the Services.   |
| “VITA Governance”                         | The forums, teams, and processes indicated in <b>Exhibit 1.2 (Governance Structure)</b> .   |
| “VITA Indemnitee”                         | Means, collectively, the Commonwealth, VITA, Customers, and their respective officers, directors, customers, employees, agents, representatives, successors and assigns.  |
| “VITA Intellectual Property” or “VITA IP” | Means all Intellectual Property: (a) acquired, licensed or developed by VITA or any of the Customers prior to the commencement of the Supplier’s work on behalf of VITA under the Agreement; or (b) which was   |

| Term                               | Definition  |
|------------------------------------|---|
|                                    | acquired, licensed or developed by VITA or any Customer independent of the Agreement, and in each case modifications, enhancements and improvements thereto that are not the Supplier Materials.  |
| "VITA Leased Equipment"            | Means equipment leased by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.  |
| "VITA Licensed Software"           | Means software that is licensed by VITA (or a Customer) from a third party and is made available by VITA to the Supplier for use in providing the Services.   |
| "VITA Owned Equipment"             | Means equipment owned by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.   |
| "VITA Owned Materials"             | Means any Materials authored or owned by VITA.  |
| "VITA Owned Software"              | Means software owned by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.  |
| "VITA Rules"                       | Means (i) the standards, policies, practices, processes, procedures, project management methodologies, and controls of VITA and the Customers to be adhered to and enforced by Supplier in the performance of the Services, as updated from time to time and of which Supplier is notified, and (ii) the other IT technologies, architectures and standards of which Supplier is notified. VITA Rules includes policies that are applicable at or to VITA Facilities, including security procedures which have been communicated or made available to Supplier or Supplier Personnel by such means as are generally used by VITA or Customers to disseminate or make available such information to its employees or contractors. VITA makes available most standards and guidelines at this public website: <a href="http://www.vita.virginia.gov/default.aspx?id=6442475453">http://www.vita.virginia.gov/default.aspx?id=6442475453</a> . |
| "VITA Sites"                       | Means a location that is controlled by VITA or a Customer.  |
| "VITA Software"                    | Means the Software owned or exclusively licensed by VITA (or other Customer) that is not Third Party Software or Supplier Software and used by Supplier in providing the Services.  |
| "VITA Third Party Contracts"       | Means third party contracts of VITA (or a Customer) that are made available to the Supplier for use in providing the Services.  |
| "VITA Third Party Software"        | Means Software Applications developed by Third Parties and licensed to VITA.  |
| "Voice Switch Services"            | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of voice services to the Users, using PBX(s), VoIP PBX, Hybrids, or hosted PBX, handsets, key systems, small office/home communications systems, and related environmental controls.   |
| "Virtual Private Network" or "VPN" | Means a network or communication service that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or remote users with various levels of private/secure access to their organization's network.   |
| "VPRA"                             | Virginia Public Records Act.  |
| "VRIS"                             | Vital Records Information System.   |
| "VRS"                              | Virginia Retirement System.   |
| "VRU"                              | Voice Response Unit.  |
| "VTAM"                             | Virtual Telecommunications Access Method.   |
| "W3C"                              | World Wide Web Consortium.  |
| "WAN Equipment"                    | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of WAN Services to the Users (e.g., routers, multiplexers,   |

| Term  | Definition   |
|---|--|
|   | access circuits, backbone circuits, channel banks, CSU/DSUs, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.   |
| "WAP"   | Wireless Access Points.  |
| "Web Portal "                                   | See "Portal."  |
| "Web Service Registry and Repository" or "WSRR" | Means a set of functions for service-oriented architecture (SOA), enterprise applications for SOAP and REST services to enables service lifecycle governance optimize productivity and resources in an SOA environment.  |
| "WINS"  | Windows Internet Naming Service.   |
| "Wiring"  | Means the physical wire connection within walls, between floors, and between buildings.  |
| "WLAN"  | Wireless Local Area Network  |
| "Work Product"                                  | Means any Materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed), in each case produced by the Supplier Personnel as part of the Services and delivered to VITA in the course of performing the Services, including materials produced jointly with another party. |
| "WSS"   | Windows SharePoint Services.   |
| "WWW" or "Web"                                  | World Wide Web.  |
| "Wireless LAN Controller"                       | The equipment that handles the system-wide functions of Managed WLAN, including security policies, intrusion prevention, radio frequency management, and quality of service.   |
| "Wireless Private Network"                      | Suppliers portfolio of cellular data services such as 4G and 5G based solutions.   |
| "XHTML"   | Extended Hyper Text Markup Language.   |
| "YOS"   | Years of Service.  |
| "YTD"   | Year to Date.  |

Virginia Information Technologies Agency



**Exhibit 1.2**  
**Governance Framework**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836



## Table of Contents

|       |   |    |
|-------|---|----|
| 1.0   | Introduction .....                        | 3  |
| 1.1   | Purpose and Guiding Principles .....      | 3  |
| 2.0   | Governance Policy and Approach .....      | 4  |
| 2.1   | Governance Framework Overview .....       | 4  |
| 2.2   | Governance Framework.....                 | 5  |
| 2.3   | Governance Forums.....                    | 5  |
| 3.0   | Relational Governance Forums.....         | 9  |
| 3.1   | Platform Relationship Meetings .....      | 9  |
| 3.2   | Relationship Management Committee.....    | 10 |
| 3.3   | Executive Alignment Meeting.....          | 11 |
| 3.4   | Platform Relationship Review.....         | 12 |
| 4.0   | Operational Governance Forums.....        | 12 |
| 4.1   | Service Tower Meetings.....               | 13 |
| 4.2   | Cross Functional Operations Meetings..... | 14 |
| 4.3   | Customer Operations Meetings.....         | 15 |
| 5.0   | Decision Making.....                      | 16 |
| 5.1   | Escalation Process.....                   | 17 |
| 5.2   | Strategic Decision Process .....          | 17 |
| 5.3   | Documentation .....                       | 18 |
| 5.3.1 | Reports.....                              | 18 |
| 5.3.2 | Decision Documentation.....               | 18 |

*Note to Supplier: VITA anticipates that responding suppliers will collaborate with VITA after downselect to confirm a go-forward Governance Framework and to establish it during Implementation. This model will continue to evolve as the Parties identify opportunities to enhance upon the primary goals and guiding principles.*

## 1.0 Introduction

### 1.1 Purpose and Guiding Principles

Through the Information Technology Infrastructure Services Program (ITISP), the Commonwealth is building an Integrated Services Platform to achieve the following objectives:

- **Maintain and improve** service quality: Develop the capability to address evolving agency needs and create opportunities to improve service performance without impacting service reliability, security, and quality.
- **Ensure cost competitiveness** – both now and in the future: Structure service offerings so they can be more easily compared to market services at market rates. Continuously test the market, and enable the easy addition and deletion of services to the service catalog to create competition amongst suppliers and buying power for at-will agencies.
- **Create a platform view of service delivery that is highly visible and accountable:** Provide for Enterprise and Agency visibility of consumption, cost, performance, and supplier responsiveness. Establish a governance structure that promotes stakeholder engagement and improves the balance of Customer and enterprise needs.

The purpose of the ITISP governance framework is to protect, enhance, and grow the Integrated Services Platform (Platform). The governance framework will manage the contractual requirements and performance of suppliers, maintain relationships with Customers, and monitor the ability of VITA and the suppliers to meet the objectives outlined above. This framework will provide forums for participants to understand each other's objectives, to ensure commitments are being met, and to implement changes as needed by the parties.

Guiding principles used to formulate the governance framework include:

- Strong and effective Customer engagement
- Resolving issues at lowest possible level
- Establishing representative groups to resolve issues
- Regularly validating and updating Operational Documents
- Monitoring contractual requirements
- Managing interparty relationships among all Integrated Suppliers
- Evolving service options and supporting innovation
- Formalizing roles and responsibilities for strategy and issue management among VITA, Customers, and Integrated Suppliers
- Aligning management of IT-related risk with overall risk management

VITA anticipates that all Integrated Suppliers will collaborate with VITA to establish and improve governance processes, particularly at the operational layer. This model will continue to evolve as the Parties identify opportunities to enhance and grow the Platform.

## 2.0 Governance Policy and Approach

Governance must include more than meetings and escalations, and stakeholders must understand the role they play within a governance framework. The Commonwealth has applied a framework consisting of Relational and Operational governance to help stakeholders understand their role within the Platform (Figure 1).

| Relational Governance  | Operational Governance  |
|--|---|
| <ul style="list-style-type: none"> <li>• Client driven</li> <li>• Oversees platform effectiveness</li> <li>• Focuses on most critical aspects of the platform</li> <li>• Unique to a client’s situation and organizational focus</li> <li>• Clients have a major role, with the specifics based on demarcation with Service Integration</li> </ul> | <ul style="list-style-type: none"> <li>• Provider driven</li> <li>• Part of the provider solution</li> <li>• Based on standard ITIL processes</li> <li>• Makes the environment run</li> <li>• Clients have a limited role, except where they have retained functional responsibility</li> </ul> |

Figure 1: Traits of Relational vs. Operational Governance

Simply put, Relational Forums will be led by VITA; they will provide strategic oversight and seek to resolve escalated issues. The Operational Forums noted below, and other such forums as needed, will be established and led by the Multisourcing Service Integrator (MSI) and overseen by VITA; they will be grounded in ITIL processes and align with the MSI’s core functions.

### 2.1 Governance Framework Overview

To ensure accountability and to preserve the decision rights of the Chief Information Officer of the Commonwealth (CIO), VITA sits at the center of the governance model. VITA’s Platform Relationship Office (PRO) establishes and leads the Relational Governance forums, and participates with the MSI in the Operational Governance forums. Because decision rights are retained by VITA, the PRO serves as the primary focal point for issue escalation and resolution. Relational Governance focuses on strategic issues, including the relationships among stakeholders, the ability of the Platform to meet changing customer needs, risk management, and support from the enterprise for changes to the Platform.

Operational governance will be provided by the MSI and the Service Tower Suppliers as part of service delivery. Operational components will be defined by the Customers together with suppliers, and are aligned with the processes as defined in the Service Management Manual (SMM). This includes processes such as issue resolution, service level management, change management, risk management, and reporting. The Commonwealth expects the MSI to manage operational governance forums, coordinate across forums, and drive the decisions made in those forums.

Figure 2 provides a framework for the future state service governance model. The application of this framework to the Commonwealth’s future state is discussed in the next section.

## 2.2 Governance Framework

The ITISP governance framework is depicted in Figure 3. This framework has been approved by the Commonwealth CIO with concurrence from the Customer Advisory Council, a governance body established by VITA to provide input on the Commonwealth's sourcing strategy and objectives. It is designed to balance VITA's need to manage the daily outcomes of the Managed Environment, with the Customers' need to understand the effectiveness of the Platform and provide input into its future development.

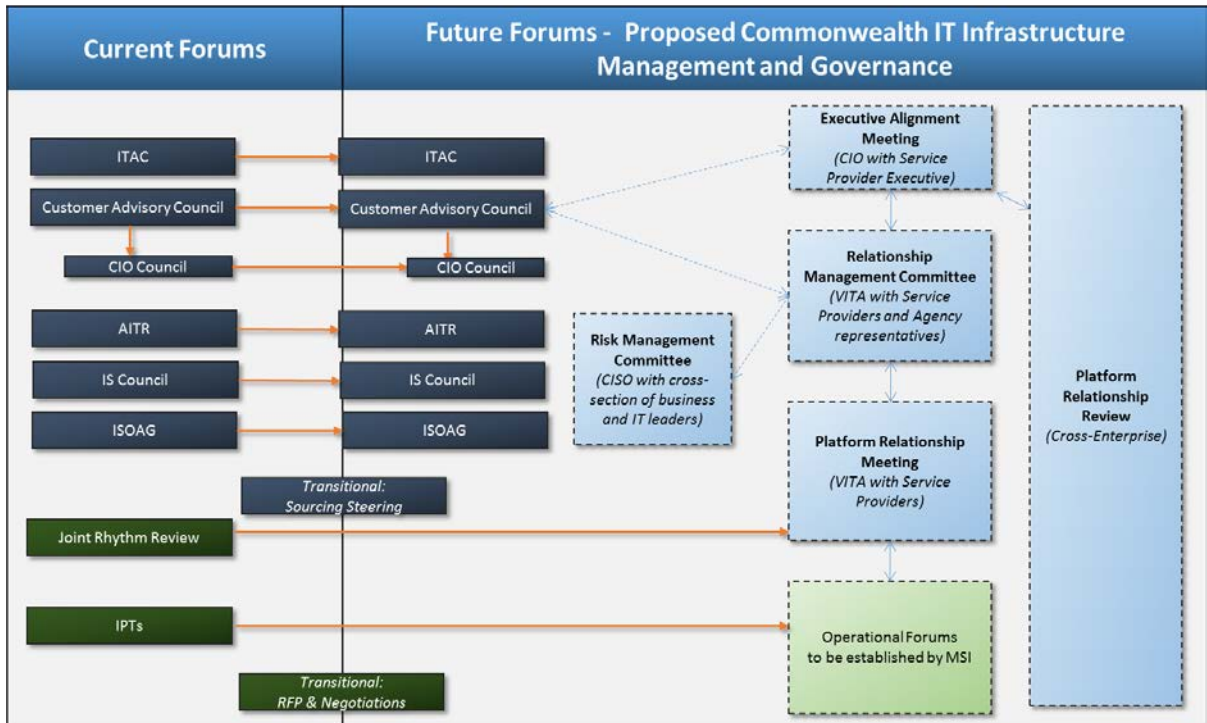
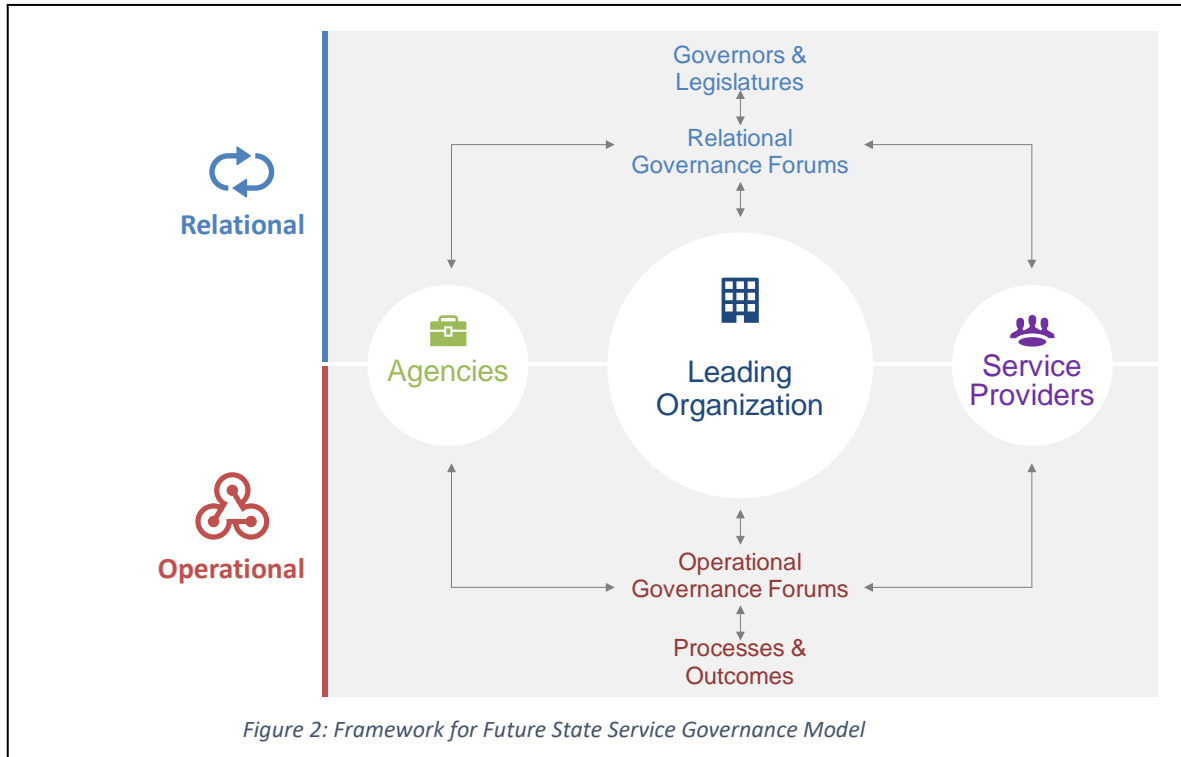
## 2.3 Governance Forums

Each forum has a purpose and scope that is defined in this Exhibit. A brief definition of each type of forum is presented below.

- **Committee:** Group of individuals assembled to perform a defined service or function, investigate, report on, or act upon a particular matter
- **Meeting:** Gathering of people for a particular purpose and empowered to address and solve issues
- **Review:** Regular activity for a particular purpose, designated to recommend options to address a particular matter

As depicted in Tables 1 and 2 below, each forum fits into one of two levels: relational or operational. Each level is distinguished by the level of focus: overall strategy, or platform-centric engagement and accountability. The operational level reflects the initial Operational Governance Forums.

Although each forum has its own unique purpose and scope, there are interrelationships among them, including information sharing and escalation. In general, information sharing and escalation begins at the operational level, then to the management level and finally to the strategic level. The specific information sharing and escalation relationships will be defined in a more detailed governance processes in the SMM.



| <b>Table 1:<br/>Relational Governance Forums</b> |   |   |                         |
|--|---|---|-------------------------|
| Meeting  | Purpose   | Participants  | Frequency               |
| <b>Executive Alignment Meeting</b>               | Strategic oversight and alignment of the VITA program to the VITA and Customer business needs.<br>Chaired by CIO, meets quarterly or as needed; supplier executives are primary participants.<br>Customers attend as invited.   | <ul style="list-style-type: none"> <li>• CIO</li> <li>• Supplier Executives</li> </ul>  | Quarterly, or as needed |
| <b>Platform Relationship Review</b>              | Assessment performed by an independent advisor designed to: <ul style="list-style-type: none"> <li>• Create transparency for Customer engagement, service delivery and competing interests</li> <li>• Independent enterprise review of ITISP Governance framework</li> <li>• Protect the platform by validating service delivery, governance effectiveness and Customer engagement</li> <li>• Identify systemic issues often missed by “normal governance”</li> <li>• Identify strategic-level and portfolio-level risk to IT achieving its objectives</li> </ul> Assessment is delivered to the CIO  | <ul style="list-style-type: none"> <li>• CIO</li> <li>• Independent Advisor</li> </ul>  | Biennially              |
| <b>Relationship Management Committee</b>         | Meeting chaired by VITA PRO Director with participation defined by the Customer Advisory Council to: <ul style="list-style-type: none"> <li>• Promote broad and effective Customer and Supplier engagement</li> <li>• Ensure quality of service and cross functional integration</li> <li>• Foster Customer and Supplier accountability</li> <li>• Identify new services to address enterprise and Customer needs</li> <li>• Manage and resolve escalated issues</li> <li>• Provide oversight of organizational change management and transition activities</li> </ul> Meeting topics include: <ul style="list-style-type: none"> <li>• Escalated issue resolution</li> <li>• Identification of new services</li> <li>• Communication with Customer groups</li> </ul> | <ul style="list-style-type: none"> <li>• VITA PRO representatives</li> <li>• Agency representatives as nominated by CAC</li> <li>• MSI and Service Tower Suppliers</li> </ul> | Monthly                 |

|   |   |   |                |
|---|---|---|----------------|
| <p><b>Risk Management Committee</b></p>     | <p>Meeting Chaired by the Chief Information Security Officer (CISO) of the Commonwealth and comprised of a cross section of business and IT leaders to:</p> <ul style="list-style-type: none"> <li>• Promote enterprise risk management comprised of business and IT risks</li> <li>• Maintain risk register including mitigation and compensating controls,</li> <li>• Review and approve risk level and impact of identified changes</li> <li>• Review risk mitigation progress and estimated resources</li> <li>• Review Key Risk Indicators</li> <li>• Foster integrated risk management at the agency level</li> <li>• Opportunity to communicate back to agencies on risks that affect them</li> <li>• Evaluate new technology risks</li> <li>• Report risks and impacts to governance committees</li> <li>• Raise issues to the CIO as needed</li> </ul>   | <ul style="list-style-type: none"> <li>• CISO</li> <li>• Commonwealth business and IT leaders as identify by CISO</li> <li>• Suppliers as required</li> </ul> | <p>Monthly</p> |
| <p><b>Platform Relationship Meeting</b></p> | <p>Meeting chaired by the VITA PRO Director to:</p> <p>Platform Relationship Forum includes the enterprise review of the Platform in the following areas:</p> <ul style="list-style-type: none"> <li>• MSI and Tower Service Provider Performance Management, Review and Resolve Service Level Management Issues</li> <li>• Relationship Management (VITA and all Suppliers)</li> <li>• Resolve escalated issues (operational, financial, etc.)</li> <li>• Review and mitigate risks that would impact agencies technology roadmap</li> <li>• Prioritize proposals and review updates from major/transformational projects</li> <li>• Prioritize proposals and review updates from SPLM (new services and service changes)</li> <li>• Review top priorities from Supplier Relationship Management</li> <li>• Prioritize and charter services improvements that could enhance agency operations - CSI Register</li> </ul> <p>Participants are VITA staff, suppliers and (by invitation and as necessary) Customers</p> | <ul style="list-style-type: none"> <li>• PRO Director</li> <li>• VITA representatives as required</li> <li>• Supplier representatives</li> </ul>              | <p>Monthly</p> |

| Table 2:<br>Operational Governance Forums |  |  |           |
|---|--|--|-----------|
| Meeting                                   | Purpose  | Participants   | Frequency |
| Operational Forums                        | <p>Meetings chaired by VITA PRO. Designed in consultation with the MSI and based on ITIL processes, operational metrics and VITA reporting requirements.</p> <p>Operational Forums will serve as the key meetings for service delivery oversight and issue resolution. If issues cannot be resolved at this level in the timeframes established in the SMM then they will be escalated to the Platform Relationship Meeting.</p> | <ul style="list-style-type: none"> <li>MSI</li> <li>VITA PRO representatives</li> <li>Service Tower Suppliers as needed</li> <li>Customer representatives as needed</li> </ul> | Weekly    |

### 3.0 Relational Governance Forums

#### 3.1 Platform Relationship Meetings

Platform Relationship Meetings are chaired by VITA and are a component of VITA’s standard operating cadence. Participants in this meeting are responsible for reviewing the platform operations and customers experience for the VITA services program for all Customers. They are the first point of escalation for issues that cannot be resolved in the operational forums and will include participation of all Suppliers in the integrated platform. In addition to the topics outlined in Table 2 above, Platform Relationship Meetings topics will address:

- Issue escalation and resolutions
- Risks and Risk Management
- Contract and Finance
- Integration of new suppliers and services into the platform
- Reporting across SLAs and operational metrics
- OLA status
- Technology Roadmap
- SLAs and Service performance
- Customer experience
- Services consumption
- Opportunities / potential new projects
- Working relationship among Customers, VITA, the MSI and the Service Tower Suppliers

On a monthly basis, a month in review will be conducted and shared with the Relationship Management Committee. The VITA PRO Director in consultation with the MSI, Service Tower Suppliers and Customers will identify issues and escalations for the Relationship Management Committee. Agendas for the Relationship Management Committee will be distributed to Committee participants at least 3 days prior to any schedule meeting.



### 3.2 Relationship Management Committee

While Customers are engaged at each level of the Commonwealth's governance framework, the Relationship Management Committee (RMC) is the cornerstone of Customer involvement. Customer participation in this Committee has been defined by VITA's Customer Advisory Council based on groupings of Customers sharing common business functions. The RMC is a leadership body providing general management and oversight to ensure the VITA program services, processes and practices are meeting Customer IT and business requirements. It will conduct a monthly Customer-oriented review of the performance of the Services, customer experience and related governance program activities across the ITISP. In addition, plans and status of active Integrated Services Platform initiatives and on-going programs will be reviewed.

The RMC's scope is: Responsibility for the oversight and general management of Integrated Services Platform. The Committee reflects (6) groups of (10) executive branch agency Customers grouped by common business functions. The Customer Advisory Council aligned the names of the groups and the common business functions with the COV Enterprise Business Architecture Line of Business Report. The six groups will facilitate a small group environment, and encourage collaboration and candid feedback on service delivery concerns. Each agency selects their advocate for their agency to participate in the group. **Each group will also select one representative to represent their group of agencies on the RMC.** The composition of the RMC is depicted in Figure 4.

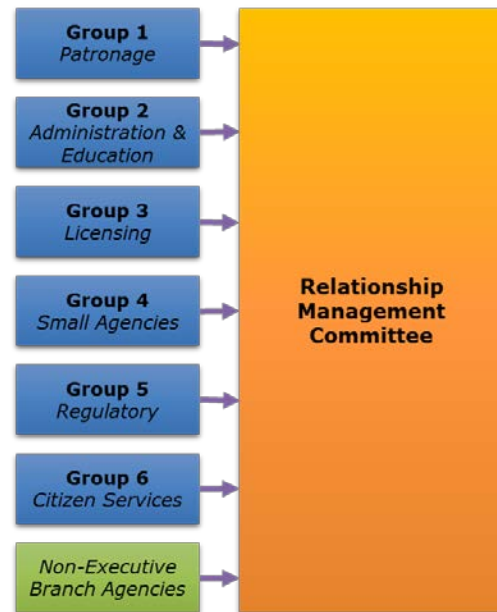


Figure 4: Customer representatives on the Relationship Management Committee

The RMC's responsibilities include:

- Promote broad and effective agency and service provider engagement
- Foster agency and service provider accountability
- Manage and resolve escalated issues
- Provide oversight of organizational change management and transition activities
- Ensure quality of service and cross functional integration
- Review the Integrated Services Platform's performance from Customer perspective, including:
  - Service performance
  - Financial management
  - Risk management
  - Services consumption
  - Customer experience
  - Projects
- Review Integrated Services Platform initiatives
- Identify new services to address enterprise and agency needs

The topics to be addressed by the Relationship Management Committee include:

- Service performance
- Customer satisfaction and experience
- Financial and services consumption summaries
- Project performance
- Issues, risks, and resolutions
- VITA program initiatives
- Identification of new services
- Communication with agency groups

VITA will chair the Committee, and the MSI and all Service Tower Suppliers will be required to attend. The RMC will meet monthly.

### 3.3 Executive Alignment Meeting

The Executive Alignment Meeting is the forum through which the CIO will conduct formal engagements with integrated Supplier executives on issues important to the overall health of the Platform. This Meeting, to be held separately with each supplier, will provide business oversight, ensure that the Commonwealth's Service delivery objectives are achieved and serve as the final point of escalation for issues unresolved at lower levels. Ultimately the CIO has responsibility for oversight of the strategic direction of the ITISP.

The Executive Alignment Meeting supports:

- Strategic business alignment between the CIO and supplier executives
- Strategic relationship and executive contractual agreements with service providers
- Oversight and formal CIO escalation with service providers
- Optimal use of the VITA program and its alignment to broader strategic initiatives.
- Alignment of the strategic direction of the VITA Program to the VITA customer's business outcomes
- Fostering of strategic partnerships that are aligned to the contractual agreements and meet customer experience expectations
- Strategic decisions for the VITA Program
- Strategic risk management for VITA program
- The topics to be addressed by the Executive Alignment Meeting include:
- Business alignment among VITA, Customer and Supplier business plans, and oversight of new or modified Services during the Term
- Strategic requirements and plans associated with the Services or New Services during the Term
- VITA program overview
- Quality; Service Level performance
- Innovation, continuous improvement and quality assurance measures
- Reset of Critical Service Levels
- Financial performance
- Customer Experience including customer satisfaction surveys
- Audit results
- Escalated unresolved issues
- Changes to the Agreement

- Quarterly review and outlook
- Overall health of the various Service Tower Supplier and VITA relationships

While the Executive Alignment Meeting is a critical element of the Commonwealth's governance framework, it is not intended to serve as the only forum in which the Commonwealth CIO engages with Supplier executives. It is expected that the Commonwealth CIO will have clear lines of escalation within Supplier organizations and will establish and maintain relationships with Supplier executives with responsibility for their respective accounts and lines of business.

### **3.4 Platform Relationship Review**

The Platform Relationship Review will have responsibility for protecting and enhancing the Platform by encouraging transparency and regular review of systemic or recurring issues.

The overall purpose of the Platform Relationship Review is defined as:

- Create transparency for Customer engagement, service delivery and competing interests
- Independent enterprise review of ITISP Governance as documented in the Service Management Manual and implemented
- Protect the Platform by validating service delivery, governance effectiveness and Customer engagement
- Identify systemic issues often missed by "normal governance"
- Risk management of platform

The Platform Relationship Review will be conducted biennially (i.e., every other year) by an independent advisor or consultant, delivered to the Commonwealth CIO.

### **4.0 Operational Governance Forums**

Operational governance consists of day-to-day management of the Services, issue resolution, and Customer-specific technology decisions. Success of the governance model rests largely on managing operational governance, including resolving issues and making decisions, at the lowest possible level. Thus, the vast majority of issues are resolved through interaction among VITA, the MSI, and the Service Tower Suppliers; Customers are included as appropriate. This approach provides for good management practice, with individuals who have the greatest knowledge of the situation empowered to act, and enables the governance committees to focus on escalated issues and strategic decision making. Customer inclusion will provide transparency into Platform operations, provide VITA with insight into issues that require escalation, and provide the MSI and Service Tower Suppliers with needed information about agency business operations and requirements.

To enable VITA's role in overseeing the Agreement, VITA interfaces with Customers and Integrated Suppliers on a variety of enterprise issues. On a daily basis, VITA management and technical staff interface with VITA Customers and Integrated Suppliers to answer questions about the Agreement, understand and resolve issues, and facilitate communication and coordination. VITA will also have regular enterprise operations meetings with the MSI and

appropriate Service Tower Supplier staff to manage the Agreement. The meeting topics will include the following topic areas:

- Service delivery and operations performance
- Problem Management
- Availability and Capacity Management
- Finance, invoices, and chargeback
- Contract administration and Deliverables
- On-Going Programs
- Service Portfolio Review
- Process Evaluation and Currency
- SMM and OLA Currency
- Continual Improvement
- Technical Currency and Innovation
- Knowledge Management
- Technology standards and long-range planning
- Service level and performance management
- Security and disaster recovery management
- Transition management
- Stabilization management
- Consolidation management
- Customer Satisfaction
- Customer Relationship management
- Issues Management and Governance
- Complaint Management
- Risk Management
- Asset Management and License Compliance
- Services Management Manual currency
- Solution Request management

The MSI will be responsible for managing the cadence and reporting of these forums as documented in the SMM, unless directed otherwise by VITA. Initial Operational Governance Forums are described below.

#### **4.1 Service Tower Meetings**

The Service Tower Meetings will perform a Service Tower-specific review of the performance of the Integrated Services Platform. There will be a separate meeting for each Service Tower Supplier (for the purposes of these meetings, MSI services are considered a separate “Service Tower”).

The overall scope of the Service Tower Meetings is defined as: the oversight, review, and management of service operations for each Service Tower.

The overall purpose of the Service Tower Meetings may be defined as:

- Provide general management, oversight, and review of the service delivery for each individual Service Tower (and separately, the MSI)

- Manage operational and customer experience risks and issues
- Monitor in flight projects
- Review proposed project activity
- Review resource consumption, as applicable
- Review proposed and planned technology changes

The topics to be addressed by the Service Tower Meetings include:

- Service performance
- Significant projects – in flight
- Significant projects – proposed
- Services consumption
- Issues and risks
- Proposed and planned technology changes

The Service Tower Meetings will be initially comprised as follows:

#### VITA

- PRO member (“service owner”)
- Other VITA personnel as required (i.e. supplier relationship management, finance, etc.)

#### Service Tower Supplier

- MSI Service Delivery Lead (Chair), (except for the MSI meeting, where the MSI Service Delivery Lead will attend and a PRO member will be Chair)
- Other MSI Supplier personnel as required
- Service Tower Supplier Service Delivery Lead (Co-Chair), (except for the MSI Meeting)
- Other Supplier personnel as required

#### Customers

- Customer representatives – optional, at VITA’s discretion

Service Tower Meetings will occur weekly or as defined in the Service Management Manual, and at other times as agreed by the VITA and the supplier.

## **4.2 Cross Functional Operations Meetings**

The Other Defined Operational Meetings will perform a cross functional review of the performance of the Integrated Services Platform, such as project management, security, architecture. There will be a separate meeting for each cross functional topic, as defined by VITA and the MSI.

The overall scope of the cross functional reviews is defined as: the oversight, review, and management of service operation and integration for each function (both between suppliers and VITA functional areas).

The overall purpose of the Cross Functional Meetings may be defined as:

- Provide general management, oversight, and review of the service delivery for each individual function
- Confirm compliance of VITA and Commonwealth standards
- Approve any exceptions to VITA/Commonwealth standards

The topics to be addressed by the cross functional Meetings include:

- Complianace to standards (i.e. architecture, project management, change control, etc.)
- Execption requests to standards

#### VITA

- PRO member (“service owner”)
- Other VITA personnel as required (i.e. architecture, program mangement, security, etc.)

#### Service Tower Supplier

- MSI Service Delivery Lead (Chair)
- Other MSI Supplier personnel as required
- Other Supplier personnel as required

#### Customers

- Customer representatives – optional, at VITA’s discretion

Cross Functional Meetings will occur weekly or as defined in the Service Management Manual, and at other times as agreed by the VITA and the supplier.

### **4.3 Customer Operations Meetings**

The Customer Operations Meetings will be responsible for reviewing and collaborating on Customer business goals, in order to understand how IT supports business processes and enhances overall Customer experience. The overall scope of the Customer Operations Meetings is defined as: Responsibility to understand, monitor, and collaborate on service provision to continually improve the customer experience.

The business purpose to be addressed by Customer Operations Meetings include:

- Understand Customer business goals and objectives
- Understand how IT supports business processes
- Current Customer IT planning
- Future IT needs
- Timeliness
- Accountability
- Operational issue and risk identification and resolution
- Technical change management
- Customer one-on-one meeting
- Collaborate on Customer specific solutions
- Supplier and Customer resource review
- Risk Management
- Monitor customer experience

The topics to be addressed by Customer Operations Meetings include:

- Status of service and solution requests
- Refresh status
- Service level reviews
- Root cause analysis
- Transition status
- Review technology roadmap
- Impact of IT infrastructure on Customer projects

The Customer Operations Meetings will initially include:

#### VITA

- Customer Account Manager
- Other VITA personnel as required

#### Service Tower Suppliers

- MSI customer operations manager COM (Chair, with responsibility for Co-Chair duties)
- Service Tower Provider representative(s) as needed.

#### Customers

- Customer AITR, IT Resource or designee

The Customer Operations Meetings will occur weekly to monthly, with the MSI AOM. Meetings will include service tower representatives as needed.

## 5.0 Decision Making

Governance committees address two types of decisions:

- Issue resolution
- Strategic decisions

Issues may be Customer issues or enterprise issues identified by VITA, Customers, or Integrated Suppliers. Issues are escalated following the escalation process described below. Strategic decisions may be identified by VITA, VITA Customers, the MSI or Service Tower Suppliers.

Both decision types are treated the same by the governance forums:

- All Customers have an opportunity to see the issue
- VITA triages the issues in an attempt to resolve, and routes unresolved issues to appropriate committees
- Customers and the Tower Suppliers will each have an opportunity to document their perspective
- Customer committee members will review positions/perspectives in order to represent their partner agencies in the meeting

- All decision-making agenda items will be broadcast in advance of the meeting and will have a corresponding risk evaluation
- After the meeting, decisions will be documented with the issue

## 5.1 Escalation Process

As noted above, the governance model strives to resolve the vast majority of issues at the operational level. The MSI is expected to facilitate these resolution processes, in accordance with other processes in the Agreement and the SMM as applicable. Supplier personnel participating in forums are expected to be able to make decisions and resolve issues as appropriate for the level and purpose of that forum. However, not all issues will be resolved at the operational level, so the governance model includes an escalation process designed to promptly and efficiently escalate the issue for resolution. Most operational issues will be routed to the Platform Relationship Meeting; however, in some cases high profile business, technology, and financial issues will be routed to the RMC. Ultimately, the CIO of the Commonwealth retains decision-making authority. When issues cannot be resolved in one of the other forums, they may rise to the CIO.

After VITA, the Customer and Supplier determine an issue cannot be resolved at the operational level and it cannot be resolved with escalation to MSI, the issue is escalated to the Platform Relationship Meeting. VITA triages and makes a further attempt to resolve. If resolution is not reached quickly, then VITA escalates to the RMC.

VITA also coordinates with the Customer, Supplier and Service Tower Suppliers involved in the issue to complete the required documentation for Customer input on the process as follows:

- VITA assigns an issue number
- VITA develops and confirms the issue description, a statement of the facts in the situation
- VITA, Customer and Supplier develop issue resolution paper
- VITA provides details including, as applicable, cost implications, additional factual background, contract references, and previous solutions attempted
- Customer completes relevant facts, artifacts, and documentation from their perspective
- Supplier completes relevant facts, artifacts, and documentation from their perspective, coordinating with Service Tower Suppliers as needed
- VITA compiles all information into a single document

VITA coordinates the distribution of the issue material with the meeting agenda. Meeting agendas and associated material are distributed to Relationship Management Committee members in advance of the meeting, with approximately 5-7 Business Days for Customers to review and provide input to their committee representative and approximately 2 days for VITA to compile the comments received for distribution to all.

## 5.2 Strategic Decision Process

Strategic program decisions may be required by the Agreement (e.g. Annual Technology Plan, technology standards, changes to governance framework) and, thus, follow a prescribed timing



cycle or they may arise from a technical constraint, opportunity or business need. Regardless of the source, strategic decisions follow a similar process to escalated issues:

- VITA coordinates the development of background materials to explain the decision, implications for the enterprise, and any technical considerations that are relevant. This coordination may include the engagement of Customers, Supplier or Service Tower Supplier subject matter experts to create materials and complete technical analysis.
- VITA develops a format for Customer input appropriate for the decision.

VITA coordinates the distribution of the issue material with the meeting agenda to the Platform Relationship Meeting participants for initial review. After feedback is received through the Platform Relationship Meeting, agendas and associated material are distributed to the RMC, with approximately 5-7 Business Days for Committee participants to review and provide input to their committee representative and approximately two days for VITA to compile the comments received for distribution to all.

## **5.3 Documentation**

### **5.3.1 Reports**

In the case of all meetings, minutes will be prepared by the meeting Co-Chair and will include topics discussed, issues resolved and open action items with responsible person's name and date to close action.

### **5.3.2 Decision Documentation**

After all committee meetings, VITA documents decisions made and completes any follow up tasks such as updates to associated artifacts (e.g., Agreement, Service Management Manual). Decisions are posted to the Portal for visibility by all Users as authorized by VITA.

Virginia Information Technologies Agency



## **Exhibit 1.3**

# **Service Management Manual Outline**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|      |   |   |
|------|---|---|
| 1.0  | SMM Contents .....                                | 3 |
| 2.0  | Organizational Overview.....                      | 3 |
| 3.0  | Implementation .....                              | 3 |
| 4.0  | IT Service Lifecycle processes .....              | 4 |
| 5.0  | Financial Management processes.....               | 6 |
| 6.0  | Contract Management processes.....                | 6 |
| 7.0  | Relationship Management processes.....            | 6 |
| 8.0  | Service Tower Supplier Operational processes..... | 7 |
| 9.0  | Customer processes and documents.....             | 7 |
| 10.0 | Operational Reports.....                          | 8 |
| 11.0 | Communications .....                              | 8 |

## Service Management Manual Outline

The table below describes and organizes anticipated content for the Service Management Manual. The actual organization and content will be built during Implementation and will continue to evolve.

| No. and SMM Section                   | Process Area/Subject   | Timeframe<br>(to be documented<br>in Implementation<br>Plan) |
|---------------------------------------|--|--|
| <b>1.0 SMM Contents</b>               | 1.1 Purpose<br>1.2 Process for update of SMM and common document repository  | TBD  |
| <b>2.0 Organizational Overview</b>    | Organization, Governance and contact information   | TBD  |
| 2.1 ITISP                             | 2.1.1 Functional organizational chart with VITA, STSs, other suppliers, and Customers<br>2.1.2 A RASCI diagram indicating how the parties interact<br>2.1.3 Description of full governance model to cover both Relational and Operational Governance                     | TBD  |
| 2.2 VITA Organization                 | 2.2.1 VITA organizational charts<br>2.2.2 VITA key contacts, role and contact information<br>2.2.3 ITISP Governance overview<br>2.2.4 Governance Committees and Solution Groups, including processes for running governance committees<br>2.2.5 ITISP Governance library | TBD  |
| 2.3 MSI Organization                  | 2.3.1 MSI organization charts<br>2.3.2 MSI key contacts, role, and contact information<br>2.3.3 MSI Sites  | TBD  |
| 2.4 STS XX <sup>1</sup> Organization  | 2.4.1 XXX <sup>2</sup> organization charts<br>2.4.2 XXX key contacts, role, and contact information<br>2.4.3 XXX Sites   | TBD  |
| <i>2.[n] Repeated for each STS XX</i> | <i>Repeat for each STS XXX</i>   | TBD  |
| <b>3.0 Implementation</b>             | Service Tower Supplier Implementation  | TBD  |

<sup>1</sup> "XX" designates applicable Service Tower. Each SMM Section / provision applicable to a Service Tower (referenced as "XX") will be duplicated for each Service Tower.

<sup>2</sup> "XXX" designates applicable Service Tower Supplier, STS. Each SMM Section / provision applicable to a Service Tower Supplier (referenced as "XXX") will be duplicated for each Service Tower Supplier.

|  | No. and SMM Section                       | Process Area/Subject   | Timeframe<br>(to be documented<br>in Implementation<br>Plan) |
|--|---|--|--|
|  | 3.1 Common Implementation processes       | 3.1.1 Implementation management and reporting processes<br>3.1.2 Implementation relationship management procedures<br>3.1.3 Project management Implementation planning and support, including Implementation change control processes<br>3.1.4 Deliverable acceptance processes and procedures – VITA and Service Tower Supplier | TBD  |
|  | 3.2 MSI Implementation                    | 3.2.1 MSI Implementation Plan<br>3.2.2 MSI Deliverables, Acceptance Criteria, and Deliverable Acceptable timeframes  | TBD  |
|  | 3.3 STS STSXXX Implementation             | 3.3.1 STS XXX Implementation Plan<br>3.3.2 STS XXX Deliverables, Acceptance Criteria, and Deliverable Acceptable timeframes<br>3.4.3 STS XXX Tower Specific Implementation   | TBD  |
|  | <i>3.[n] Repeated for each STSXX</i>      | <i>Repeat for each STS XXX</i>   | TBD  |
|  | <b>4.0 IT Service Lifecycle processes</b> | Policy, process, procedures, work instruction, templates, timeframes, and other information for IT Service Lifecycle processes   | TBD  |

|  | No. and SMM Section                       | Process Area/Subject  | Timeframe<br>(to be documented<br>in Implementation<br>Plan) |
|--|---|---|--|
|  | 4.1 Common IT Service Lifecycle Processes | 4.1.1 Program Management<br>4.1.1.1 Program Management Office (PMO)<br>4.1.1.2 Project Portfolio Management and Reporting System<br>4.1.1.3 Current and Ongoing Projects and Solution Requests<br>4.1.1.4 On-Going Programs<br>4.1.2 Service Strategy<br>4.1.2.1 Strategy Generation and Management<br>4.1.2.2 IT Technology Planning<br>4.1.2.3 Financial Management<br>4.1.2.4 Service Portfolio Management<br>4.1.2.5 Demand Management<br>4.1.2.6 Business Relationship Management<br>4.1.3 Service Design<br>4.1.3.1 Solution Design Management<br>4.1.3.2 Service Catalog Management<br>4.1.3.3 Service Level Management<br>4.1.3.4 Availability Management<br>4.1.3.5 IT Service Continuity Management<br>4.1.3.6 Capacity Management<br>4.1.3.7 Security Management<br>4.1.3.8 Risk Management<br>4.1.3.9 Supplier Management<br>4.1.4 Service Transition<br>4.1.4.1 Change Management<br>4.1.4.2 Change Evaluation<br>4.1.4.3 Release and Deployment Management<br>4.1.4.4 Service Asset and Configuration Management (SACM)<br>4.1.4.5 Knowledge Management<br>4.1.5 Service Operation<br>4.1.5.1 Service Desk<br>4.1.5.2 Incident Management<br>4.1.5.3 Event Management<br>4.1.5.4 Problem Management<br>4.1.5.5 Request Management and Fulfillment<br>4.1.5.6 Access Management<br>4.1.6 Continual Service Improvement<br>4.1.6.1 Service Review and Reporting<br>4.1.6.2 Process Evaluation and Currency<br>4.1.6.3 Service Measurement<br>4.1.6.4 Improvement Planning<br>4.1.6.5 Technical Innovation | TBD  |

|  | No. and SMM Section                          | Process Area/Subject  | Timeframe<br>(to be documented<br>in Implementation<br>Plan) |
|--|--|---|--|
|  | <b>5.0 Financial Management processes</b>    | Policy, process, procedures, work instruction, templates, timeframes, and other information for Financial Management processes  | TBD  |
|  | 5.1. Common Financial Management processes   | 5.1.1 Invoicing and Chargeback<br>5.1.2 Disputes<br>5.1.3 Forecasting and Budgeting<br>5.1.4 Procurement<br>5.1.5 Service Level Credits and Earnback  | TBD  |
|  | 5.2 MSI Financial Management Information     | 5.2.1 Resource Unit listing showing data source, computation, timeframes and other relevant information for financial processes   | TBD  |
|  | 5.3 STS XXX Financial Management Information | 5.3 STS (XXX) Resource Unit listing showing data source, computation, timeframes and other relevant information for financial processes   | TBD  |
|  | <i>5.[n] Repeated for each STS XX</i>        | <i>Repeat for each STS XXX</i>  | TBD  |
|  | <b>6.0 Contract Management processes</b>     | Policy, process, procedures, work instruction, templates, timeframes, and other information for contract management processes   | TBD  |
|  | 6.1 Common Contract Management processes     | 6.1.1 Contract Change Control<br>6.1.2 Contract Deliverable management<br>6.1.3 Reporting<br>6.1.4 Benchmarking<br>6.1.5 Auditing<br>6.1.6 Issue Resolution<br>6.1.7 Dispute Resolution<br>6.1.8 New Customer Integration<br>6.1.9 Personnel processes, including Key Personnel<br>6.1.10 Sub-Contracting and Sub-Contracting Reporting | TBD  |
|  | 6.2 MSI Contract Management Information      | 6.2.1 MSI Key Personnel<br>6.2.2 Subcontractors   | TBD  |
|  | 6.3 STS XXX Contract Management Information  | 6.2.1 STS (XXX) Key Personnel<br>6.2.2 STS (XXX) Subcontractors   | TBD  |
|  | <i>6.[n] Repeated for each STS XX</i>        | <i>Repeat for each STS XXX</i>  | TBD  |
|  | <b>7.0 Relationship Management processes</b> | Policy, process, procedures, work instruction, templates, timeframes, and other information for Relationship Management processes   | TBD  |

|  | No. and SMM Section                                     | Process Area/Subject   | Timeframe (to be documented in Implementation Plan) |
|--|---|--|---|
|  | 7.1 Common Relationship Management processes            | 7.1.1 Customer Experience Management<br>7.1.2 Business Relationship Management<br>7.1.3 Third Party Vendors<br>7.1.4 Other Third Parties<br>7.1.5 Complaint handling processes<br>7.1.6 Customer information processes (lists of customers, sites, etc.)   | TBD   |
|  | <b>8.0 Service Tower Supplier Operational processes</b> | Policy, process, procedures, work instruction, templates, timeframes, and other information for Service Tower Supplier Operational processes. These processes should cover all aspects of MSI and STS services.<br><br>Examples of such processes include Service Management Systems, backup and recovery, server / storage / network build processes, desktop deployment processes, email system, virus protection processes (non-exhaustive list), STS SMS usage processes for each component and Training of STS staff in use of SMS. | TBD   |
|  | 8.1 Common Service Tower Supplier Operational processes | 8.1.1 Service Tower Supplier on-boarding processes<br>8.1.2 Service Tower Supplier off-boarding processes<br>8.1.3 Background checks and Security Clearance processes  | TBD   |
|  | 8.2 MSI Operational processes                           | 8.2.1 Solution Document<br>8.2.2 Service Management Systems support<br>8.2.3 Security Clearance tracking<br>8.2.4 Portal services<br>8.2.5 Ongoing Programs management (including, among other items, SMM currency)  | TBD   |
|  | 8.3 STS XXX Operational Processes                       | 8.3.1 STS XXX Function 1 process<br>8.3.n STS XXX Function n process   | TBD   |
|  | <i>8.[n] Repeated for each STS XX</i>                   | <i>Repeat for each STS XXX</i>   | TBD   |
|  | <b>9.0 Customer processes and documents</b>             | Policy, process, procedures, work instruction, templates, timeframes, and other information specific to Customers (including, among other things critical applications/systems, VIP and key users, run books, data practices, security practices, service continuity processes and reports, capacity and availability reports, technology plans, network documents)  | TBD   |



|  | No. and SMM Section                                  | Process Area/Subject  | Timeframe<br>(to be documented<br>in Implementation<br>Plan) |
|--|--|---|--|
|  | 9.1 Common Customer processes                        | 9.1.1 Customer Service Category<br>9.1.2 Customer on-boarding<br>9.1.3 Customer off-boarding  | TBD  |
|  | 9.2 Customer YY <sup>3</sup> processes and documents | 9.2.1 Customer YY specific information regarding YYY <sup>4</sup><br>9.2.n Customer YY specific information regarding YYYn  | TBD  |
|  | <i>9.[n] Repeated for each Customer YY</i>           | <i>Repeat for each Customer YY specific information regarding YYY</i>   | TBD  |
|  | <b>10.0 Operational Reports</b>                      | 10.1 Operational Reports Matrix<br>10.2 Operational Reports Inventory<br>10.2.1 Operational Report Design & Documentation 1<br>10.2.n Operational Report Design & Documentation n | TBD  |
|  | <b>11.0 Communications</b>                           | 11.1 Communications contents<br>11.2 Communications category 1<br>11.3 Communications category n  | TBD  |

<sup>3</sup> “YY” references Customer

<sup>4</sup> “YYY” references subject of Customer YY specific information (with “n” being the number to designate successive subjects of Customer YY specific information being addressed)

Virginia Information Technologies Agency



**Exhibit 1.4**

**Operating Level Agreement Outline**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |                                   |   |
|-----|-----------------------------------|---|
| 1.0 | Introduction.....                 | 3 |
| 2.0 | General.....                      | 3 |
| 3.0 | OLA Framework.....                | 3 |
| 4.0 | Interdependency Commitments ..... | 4 |

## 1.0 Introduction

This **Exhibit 1.4** sets out the framework and requirements for the Operating Level Agreements (each, an “OLA”) that will be agreed to and maintained between each of the Integrated Suppliers. It is intended that this outline will guide the Integrated Suppliers through an iterative process to identify and address material work practices where each party has a reliance or dependence on the other.

Ongoing maintenance of each OLA between Integrated Suppliers will include changes to preserve alignment with each party’s operational commitments in each of their respective agreements with VITA, including alignment with changes in the Service Management Manual or their respective Descriptions of Services, Service Levels, project plans and other changes impacting services, including Corrective Action Plans.

## 2.0 General

The Supplier acknowledges and agrees that the delivery of the Services to VITA and Customers requires significant integration, cooperation and coordination of processes and procedures among the Integrated Suppliers, and OLAs will be used to document commitments between the Integrated Suppliers to ensure seamless delivery of the services each is providing to VITA and the Customers and to address the joint operation, issue resolution and governance of the delivery of the services being provided by the Integrated Suppliers.

The Supplier and other Integrated Suppliers (including the MSI) must share with each other various materials, data and information, and provide access to systems, equipment, personnel and other resources, in each case related to the services performed by one or more of such parties for VITA and Customers.

The Supplier and other Integrated Supplier will acknowledge and agree in each of their OLAs that the MSI will assist and coordinate the delivery of Services to VITA and Customers. In addition, the Integrated Suppliers will each promptly disclose to the other any material difficulties or delays experienced in connection with the delivery or operation of their respective services.

Notwithstanding anything provided in this **Exhibit 1.4 (OLA Outline)**, under no circumstances shall any OLA change, limit, or otherwise impact any Supplier’s obligations under its Agreement with VITA, including, without limitation, the Supplier’s obligation to provide the Services to meet the Requirements set forth in its respective **Exhibit 2.1 (Description of Services)**.

## 3.0 OLA Framework

This OLA outline and the specifications for what will be an acceptable level of detail to guide the parties in the development of OLAs will evolve and further develop in line with the refinement and completion of each of the Integrated Supplier’s agreements with VITA. Set out below is an initial checklist to guide the parties:

- **Document Control and Version Information:** The OLA will be under VITA Governance control and reside in the Document Data Store.
- **Authorizations, Dates and Signatures:** The OLA must have the authority to allow enforcement. Each OLA will be signed by an authorized representative of the applicable Integrated Suppliers.
- **Objectives:** To be clearly stated with measurable benchmarks, whether for a discrete service component or the services overall, as applicable.
- **Obligations:** State specifically the obligations of each Integrated Supplier by scope of service (Service Tower), listing the deliverables for each party. This is not the same as the services covered under the Description of Services, but rather the obligations of each party to the other with respect to delivery of the services.
- **Governance:** Approach to managing the OLA that includes managing and coordinating issues, communications and oversight responsibility that are aligned with and reference **Exhibit 1.2 (Governance Structure)**.
- **Issue Escalation and Resolution:** The OLA must include procedures to resolve any problems or complaints between the parties regarding the delivery of the Services that are aligned with and reference the processes and procedures for dispute and escalation, in accordance with the Agreement and the Service Management Manual. The procedures should be focused on resolution of problems, assurance of prompt service delivery and the acceleration of support for high priority issues.
- **Reporting, Reviewing and Auditing:** The OLA must include procedures for oversight reporting and quality review. This section defines under what conditions to review the OLA, and when, what and to whom to report. Include approach to updating interdependency commitments (described in **Section 4.0** below), including alignment and dependencies with the Service Management Manual.

## 4.0 Interdependency Commitments

In alignment to the processes defined in the Service Management Manual, the parties to each OLA will identify the interdependencies and document their respective commitments, between the MSI and each of the other Integrated Suppliers and between the Integrated Suppliers with responsibility for Service Towers, needed to deliver the respective services. Descriptions of the following elements should be identified and described for each commitment:

- **Description:** Explain the interdependency and specifications of interfaces including the relationships between Integrated Suppliers.
- **Shared Roles and Responsibilities:** Document who has which responsibility(ies) in delivering the shared services.
- **Qualitative Standard:** Describe the distinguishing characteristics that satisfy the expected interaction.
- **Quantitative Measures:** Define measures that are reflective or indicative of the expected performance. For example, these provisions might include the definition of initial response to inquiry, time to review and evaluate, time to perform diagnostics, etc. These times must align with the escalation times.
- **Dependencies:** Describe solution-based dependencies related to shared use of facilities, equipment, licenses, tools, systems, materials, staffing and other resources including any

financial agreements or implications. List specific dependencies related to the process or other operating procedure. These may include related inputs or outputs to process or procedure.

- **References:** Include references to related documentation, procedures, definitions, Service Management Manual procedures and any other resource that make it easier to follow, understand or maintain the OLA.

Virginia Information Technologies Agency



## **Exhibit 2**

# **Description of Services and Solution**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |                   |   |
|-----|-------------------|---|
| 1.0 | Introduction..... | 3 |
|-----|-------------------|---|



## 1.0 Introduction

This **Exhibit 2 (Description of Services and Solution)** to the Master Services Agreement between VITA and the Supplier, together with the following attachments (incorporated by reference herein), details the Supplier's description of service, solution, implementation plans, and related obligations.

Attachments to Exhibit 2 include:

- **Exhibit 2.1 (Description of Services – Voice and Data Network)**
- **Exhibit 2.2 (Description of Services – Cross Functional)**
- **Exhibit 2.3 (Solution)**
- **Exhibit 2.3.1 (Solution – Voice and Data Network)**
- **Exhibit 2.3.2 (Solution – Cross Functional)**
- **Exhibit 2.4 (Implementation Plan)**
- **Exhibit 2.4.1 (Implementation Milestones)**
- **Exhibit 2.5 (Transition Out Plan)**
- **Exhibit 2.6 *Intentionally Left Blank***
- **Exhibit 2.7 (Sites)**

Virginia Information Technologies Agency



**Exhibit 2.1**  
**Description of Services**  
**Voice and Data Network**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|       |  |    |
|-------|--|----|
| 1.0   | Introduction.....  | 7  |
| 2.0   | Common Network Services .....                            | 7  |
| 2.1   | General Services.....                                    | 7  |
| 2.1.1 | General Administration Services .....                    | 7  |
| 2.1.2 | Third Party Vendor Management and Coordination.....      | 8  |
| 2.2   | Architecture Services .....                              | 8  |
| 2.2.1 | General Requirements.....                                | 8  |
| 2.3   | Supplier Engineering Support Functions.....              | 10 |
| 2.3.1 | Planning and Design Services.....                        | 10 |
| 2.3.2 | Operations and Maintenance .....                         | 12 |
| 2.4   | Transport Support Services .....                         | 13 |
| 2.5   | Network Operations Services.....                         | 15 |
| 2.6   | Installs, Moves, Adds and Changes (IMACs) Services ..... | 18 |
| 2.7   | Physical Network Environment Services.....               | 18 |
| 2.7.1 | Site Information and Documentation Services.....         | 18 |
| 2.7.2 | Cabling and Wiring Services.....                         | 19 |
| 2.8   | Network Security Services.....                           | 20 |
| 2.8.1 | Periodic Review and Auditing.....                        | 21 |
| 2.8.2 | Physical Security Administration .....                   | 21 |

---

|        |  |    |
|--------|--|----|
| 2.8.3  | Logical Security .....   | 22 |
| 2.8.4  | Endpoint Protection .....  | 22 |
| 2.8.5  | Network Access Control and Perimeter Defense .....                 | 22 |
| 2.9    | Distributed Denial of Service Defense and Mitigation Services..... | 22 |
| 2.10   | IP Address Management .....  | 24 |
| 2.11   | Dynamic Host Configuration Protocol (Optional) .....               | 26 |
| 2.12   | Domain Name System (DNS) Services – Internal Zones .....           | 27 |
| 2.13   | Domain Name System (DNS) Services – External Zones.....            | 28 |
| 2.13.1 | DNS Filtering .....  | 29 |
| 3.0    | Wide Area Network Services.....                                    | 31 |
| 3.1    | Network Connectivity Interchange (Cloud) .....                     | 32 |
| 3.2    | Core Data Center WAN .....   | 33 |
| 3.3    | Campus Network WAN/MAN.....  | 35 |
| 3.4    | WAN Optimization .....   | 36 |
| 3.4.1  | WAN Acceleration.....  | 37 |
| 3.4.2  | Quality of Service .....   | 37 |
| 3.5    | Remote Site Connectivity to Enterprise WAN.....                    | 38 |
| 3.6    | Enterprise Remote Connection Service (ERCS).....                   | 39 |
| 3.7    | Site-to-Site Secure Access (VPN).....                              | 42 |
| 3.8    | Intra-Agency WAN Encryption .....                                  | 43 |

---

---

|       |  |    |
|-------|--|----|
| 4.0   | Local Area Network Services .....                                    | 44 |
| 4.1   | VITA Data Center LAN Services .....                                  | 45 |
| 4.2   | VITA Customer LAN Services .....                                     | 45 |
| 4.2.1 | Customer Wired LAN Services .....                                    | 45 |
| 4.2.2 | Customer Wireless LAN Services .....                                 | 47 |
| 4.2.3 | Wireless Hotspot Services.....                                       | 50 |
| 5.0   | Voice Services.....  | 50 |
| 5.1   | Legacy Voice Services.....   | 51 |
| 5.2   | IP Voice Services.....   | 51 |
| 5.3   | Call Detail Recording Services .....                                 | 57 |
| 5.4   | Directory Listing Services .....                                     | 58 |
| 5.5   | IP Contact Center Services .....                                     | 58 |
| 6.0   | Conferencing Services .....  | 62 |
| 6.1   | Audio and Web Conferencing Services .....                            | 62 |
| 6.1.1 | Audio Conferencing .....   | 62 |
| 6.1.2 | Web Conferencing .....   | 64 |
| 6.2   | Video Conferencing Services.....                                     | 65 |
| 7.0   | Contact Center Services / Virtual Contact Center Services (VCC)..... | 66 |
| 7.1   | Call Routing Services .....  | 67 |
| 7.2   | Auto Attendant.....  | 68 |

7.3 Interactive Voice Response (IVR) ..... 69

7.4 Computer Telephony Integration (CTI) ..... 69

8.0 Remote Access Services ..... 70

8.1 Remote Access Connectivity ..... 70

8.2 Remote Access Control Gateway (ACS) Service ..... 71

8.3 Multi-Factor Authentication ..... 71

**Examples – Format of Required Responses**

| Ref# | Requirement  | Comply (Y/N) | Supplier Response  |
|------|--|--------------|--|
| R1.  | <b>x.1 Enterprise Collaboration Services</b>   |              |  |
| R2.  | Enterprise Collaboration Services support the sharing of documents, approval request workflow, and collaboration within and between Agencies.                            |              |  |
| R3.  | 1. Install and manage the Enterprise Collaboration Services infrastructure service (e.g., front-end web servers, application servers, search server, database platform). | N            | Install <del>and manage</del> the Enterprise Collaboration Services infrastructure service (e.g., front-end web servers, application servers, search server, database platform). |

Requirements are indicated in this column.

Supplier should enter a “Y” (Yes) or “N” (No) to indicate if it complies with the requirement as written.

Where a cell is shaded under the “Comply (Y/N)” column, no response is required.

If Supplier does not comply with a requirement exactly as written, Supplier must enter an “N” in the “Comply (Y/N)” column and copy the original requirement to the “Supplier Response” column.

Supplier should make proposed changes to text using “revisions” or some other method to clearly indicate changes to original text.

Where Supplier complies with requirements, Supplier should explain its solution completely in the aligned sections in Exhibit 2.3 (Solution) document.

## 1.0 Introduction

This **Exhibit 2.1 (Description of Services)** sets forth the Services that Supplier shall provide, as of the Commencement Date unless otherwise specified. Further, this **Exhibit 2.1 (Description of Services)** sets forth the processes and systems that the Supplier shall provide and describes the Supplier's obligations to work with other VITA suppliers in the Managed Environment to deliver integrated end-to-end Services to Customers.

VITA has developed and previously communicated the following goals to be accomplished through this effort:

- Ensure a seamless/administrative transition
- Integrate with the MSI
- Evolve to future services

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
| R1.  | <b>2.0 Common Network Services</b>   |              |                   |
| R2.  | These Common Network Services requirements apply to all services provided by Supplier. | Y            |                   |
| R3.  | All Services must comply with VITA Rules.  | Y            |                   |
| R4.  | <b>2.1 General Services</b>  |              |                   |
| R5.  | <b>2.1.1 General Administration Services</b>   |              |                   |
| R6.  | Supplier shall act as the single point of contact for provisioning and support of the  | Y            |                   |



| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | Network Services.  |              |                   |
| R7.  | <b>2.1.2 Third Party Vendor Management and Coordination</b>  |              |                   |
| R8.  | Supplier shall serve as an interface and point of coordination with Third Party Vendors in support of the Network Environment. These include suppliers directly engaged by the Customer, MSI or end user Agencies to deliver goods or services associated with the Voice and Data Network towers.  | Y            |                   |
| R9.  | <p>Supplier shall monitor Third Party Vendor service delivery and performance regarding the Network, including:</p> <ul style="list-style-type: none"> <li>a. Monitor the Third Party Vendor’s compliance with any service levels contained in any agreement between VITA and the Third Party.</li> <li>b. Notify VITA and the third-party supplier of each Third party Vendor failure to perform in accordance with the provisions of the applicable agreement.</li> <li>c. Evaluate and recommend retention, modification, or termination of a Third Party Vendor based on such provider’s performance.</li> </ul> | Y            |                   |
| R10. | <b>2.2 Architecture Services</b>   |              |                   |
| R11. | VITA will retain strategic architecture direction and strategy; however, Supplier shall provide ongoing support of VITA’s architecture and strategic roadmaps.   | Y            |                   |
| R12. | <b>2.2.1 General Requirements</b>  |              |                   |

| Ref# | Requirement   | Comply (Y/N) | Supplier Response |
|------|---|--------------|-------------------|
| R13. | Supplier shall: <ul style="list-style-type: none"> <li>Act as a single point of contact for the management and administration of the Network.</li> </ul>  | Y            |                   |
| R14. | <ul style="list-style-type: none"> <li>Implement approved Network strategies in alignment with VITA's architecture and design principles in support of VITA's business objectives and in accordance with Change Management process.</li> </ul>  | Y            |                   |
| R15. | <ul style="list-style-type: none"> <li>Provide a fully redundant Network based Architecture (e.g., dynamic routing)</li> </ul>  | Y            |                   |
| R16. | <ul style="list-style-type: none"> <li>Disaster Recovery Plans (including Technical Recovery Guides)</li> </ul>   | Y            |                   |
| R17. | <ul style="list-style-type: none"> <li>Document Network operations Procedures and Services.</li> </ul>  | Y            |                   |
| R18. | <ul style="list-style-type: none"> <li>Participate in updating and developing technology roadmaps associated with deployed services.</li> </ul>   | Y            |                   |
| R19. | <ul style="list-style-type: none"> <li>Provide End Users with technical support and advice regarding the proper use and functionality of Network Services.</li> </ul>   | Y            |                   |
| R20. | <ul style="list-style-type: none"> <li>All technology and tools described herein shall support the current and future Network topology to include IPv6 and SNMPv3.</li> </ul>   | Y            |                   |
| R21. | <ul style="list-style-type: none"> <li>Provide a customer service portal that provides access to view standard reports, create ad hoc reports, view system status/health, compliance, Incident Management, Change Management and Problem Management information that is required for all technologies described herein. This</li> </ul> | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | portal will be available for access by VITA-authorized End Users on a 24x7x365 basis.  |              |                   |
| R22. | <b>2.3 Supplier Engineering Support Functions</b>  |              |                   |
| R23. | Supplier shall ensure that solutions as engineered and implemented, including those jointly provided by Third Party Vendors, comply with VITA Rules and architectural direction.                             | Y            |                   |
| R24. | <b>2.3.1 Planning and Design Services</b>  |              |                   |
| R25. | Supplier's responsibilities include: <ul style="list-style-type: none"> <li>• Collaboration with the MSI, VITA, and the ITISP Governance to analyze the Network Services needs.</li> </ul>                   | Y            |                   |
| R26. | <ul style="list-style-type: none"> <li>• As directed by the MSI, provide programming, engineering, and design functions for any proposal requested by VITA for new Equipment or Network Services.</li> </ul> | Y            |                   |
| R27. | <ul style="list-style-type: none"> <li>• Development and proposals for new or enhanced Network designs on an ongoing basis.</li> </ul>   | Y            |                   |
| R28. | <ul style="list-style-type: none"> <li>• Flexible and continually evolving Network solution (e.g. Software-defined Network (SDN)).</li> </ul>  | Y            |                   |
| R29. | <ul style="list-style-type: none"> <li>• Plans and design for the Network (including, LAN, WAN, Voice), to include the following components:</li> </ul>  | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | <ul style="list-style-type: none"> <li>○ Equipment,</li> <li>○ Software,</li> <li>○ Software,</li> <li>○ Transport Services</li> <li>○ Bandwidth and volume assumptions and projections,</li> <li>○ Performance and Quality of Service (QoS) based on Network designs and plans, and minimum performance and QoS expectations.</li> <li>○ Availability, based on Network designs and plans for redundancy, and minimum availability expectations</li> <li>○ Addressing and naming schemes</li> </ul> |              |                   |
| R30. | <ul style="list-style-type: none"> <li>● Design, implement, and maintain Network Services and Devices to eliminate single points of failure (e.g., routers, switches, load balancers).</li> </ul>  | Y            |                   |
| R31. | <ul style="list-style-type: none"> <li>● Provide Network prioritization of traffic. (i.e., QoS)</li> </ul>   | Y            |                   |
| R32. | <ul style="list-style-type: none"> <li>● Prevent Network broadcast congestion and outages.</li> </ul>  | Y            |                   |
| R33. | <ul style="list-style-type: none"> <li>● Design and implement segmentation of Network Equipment, traffic, and design features to sufficiently control and contain traffic levels, and mitigate Network broadcast congestion and outages.</li> </ul>  | Y            |                   |
| R34. | <ul style="list-style-type: none"> <li>● Design and implement sufficient redundancy and alternative Network routing to meet the Service Levels and VITA and VITA Customers'</li> </ul>   | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | Security and Service Continuity requirements.  |              |                   |
| R35. | <ul style="list-style-type: none"> <li>Work cooperatively with other Integrated Suppliers, Third Party Vendors, VITA, and ITISP Governance to facilitate effective planning and design of the Network.</li> </ul>  | Y            |                   |
| R36. | <ul style="list-style-type: none"> <li>Provide capable senior-level engineering SME for assisting in planning and organizing Network pilot and test projects, including all required integration.</li> </ul>   | Y            |                   |
| R37. | <ul style="list-style-type: none"> <li>Contribute to requirements and statements of work for new technologies and architectures.</li> </ul>  | Y            |                   |
| R38. | <ul style="list-style-type: none"> <li>Participate in proof-of-concept projects, including suggesting typical industry best practices.</li> </ul>  | Y            |                   |
| R39. | Ensure all deployed Services devices are properly configured and managed.  | Y            |                   |
| R40. | <ul style="list-style-type: none"> <li>Provide 24x7x365 engineering support for all Incidents related to the availability, performance and health of all Systems/Applications that are a part of the Services</li> </ul>                                     | Y            |                   |
| R41. | <ul style="list-style-type: none"> <li>Provide Network Wiring requirements and interface with Wiring contractors</li> </ul>  | Y            |                   |
|      | <b>2.3.2 Operations and Maintenance</b>  |              |                   |
| R42. | <ul style="list-style-type: none"> <li>Implement Data Center WAN, Internet, ERCS, WIFI, Site-to-Site VPN connections for all VITA-approved Users, designated Equipment and Applications, other VITA Suppliers and designated Third Party Vendors,</li> </ul> | Y            |                   |

| Ref# | Requirement   | Comply (Y/N) | Supplier Response |
|------|---|--------------|-------------------|
|      | as required.  |              |                   |
| R43. | <ul style="list-style-type: none"> <li>Implement IP address ranges as requested.</li> </ul>   | Y            |                   |
| R44. | <ul style="list-style-type: none"> <li>Implement routing and filtering as requested.</li> </ul>   | Y            |                   |
| R45. | <ul style="list-style-type: none"> <li>Maintain WAN, Internet, ERCS, WIFI, Site-to-Site VPN Networking environment and upgrade Data Center Services as required to meet VITA and VITA Customer business and Application requirements, and in compliance with approved Refresh targets.</li> </ul> | Y            |                   |
| R46. | <ul style="list-style-type: none"> <li>Plan, Install, operate, and maintain all applicable Data Center LAN Services/Equipment.</li> </ul>   | Y            |                   |
| R47. | <ul style="list-style-type: none"> <li>Monitor alarms sent by Customer Network Systems; perform emergency and routine service in response to critical and non-critical Incidents.</li> </ul>  | Y            |                   |
| R48. | <ul style="list-style-type: none"> <li>Integrate alerting into Commonwealth Joint Operations Center provided by the MSI.</li> </ul>   | Y            |                   |
| R49. | <ul style="list-style-type: none"> <li>Integrate logging into Commonwealth Security Information and Event Management (SIEM).</li> </ul>   | Y            |                   |
| R50. | <b>2.4 Transport Support Services</b>   |              |                   |
| R51. | Supplier shall provide all necessary Transport to support the Services, or work with Third Party Vendors as applicable.   | Y            |                   |
| R52. | The service shall provide the following:  | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | <ul style="list-style-type: none"> <li>Internet Engineering Task Force (IETF) Differentiated Service (DiffServ) class of service</li> </ul>  |              |                   |
| R53. | <ul style="list-style-type: none"> <li>WAN Analysis reporting at the Provider Edge (PE), Customer Edge (CE) and Application level detail.</li> </ul>   | Y            |                   |
| R54. | <ul style="list-style-type: none"> <li>Network based IP virtual private network (VPN) to effectively communicate over a secure network logically isolated from other enterprises.</li> </ul>                       | Y            |                   |
| R55. | <ul style="list-style-type: none"> <li>Support of IPv4 and IPv6 virtual private networks (VPN).</li> </ul>   | Y            |                   |
| R56. | <ul style="list-style-type: none"> <li>Multiprotocol Label Switching (MPLS) integrating layer 2 (L2) switching and layer 3 (L3) routing using RFC 4364</li> </ul>  | Y            |                   |
| R57. | <ul style="list-style-type: none"> <li>PIM sparse mode multi-cast support using of class D space on MPLS network.</li> </ul>   | Y            |                   |
| R58. | <p>Supplier shall provide the following access options for transport services throughout the Commonwealth:</p> <ul style="list-style-type: none"> <li>Direct Fiber or Copper from the Point of Presence</li> </ul> | Y            |                   |
| R59. | <ul style="list-style-type: none"> <li>SONET or DWDM technology capable of fault tolerant, high bandwidth physical connectivity between campus buildings.</li> </ul>   | Y            |                   |
| R60. | <ul style="list-style-type: none"> <li>Private network Satellite connection capabilities with geographically dispersed earth stations supporting QoS and voice transport into the MPLS core.</li> </ul>            | Y            |                   |
| R61. | <ul style="list-style-type: none"> <li>Supplier shall also provide Internet connectivity with port speeds from T1</li> </ul>   | Y            |                   |

| Ref# | Requirement   | Comply (Y/N) | Supplier Response |
|------|---|--------------|-------------------|
|      | to 100Gbps. Time Division Multiplex (TDM) or Ethernet access shall be supported.  |              |                   |
| R62. | <ul style="list-style-type: none"> <li>• Supplier shall also support the provision of optional services including:                             <ul style="list-style-type: none"> <li>○ Diversity</li> <li>○ Dynamic Bandwidth</li> <li>○ IP Multicasting</li> <li>○ Multiple Virtual Routing and Forwarding</li> <li>○ Class of Service Selection</li> </ul> </li> </ul> | Y            |                   |
| R63. | <ul style="list-style-type: none"> <li>• Review and report on the load and latency of Transport Systems.</li> </ul>   | Y            |                   |
| R64. | <ul style="list-style-type: none"> <li>• Remove all applicable Equipment upon the termination or reduction of Transport Services at a VITA Site and dispose of it in accordance with VITA standards.</li> </ul>   | Y            |                   |
| R65. | <ul style="list-style-type: none"> <li>• Provide order escalations for orders that require special handling and/or exceeding defined order durations.</li> </ul>  | Y            |                   |
| R66. | <b>2.5 Network Operations Services</b>  |              |                   |
| R67. | Supplier shall deliver performance management services including proactive monitoring and reporting for the WAN, LAN, WLAN and Voice network environments, manage traffic as practicable to maintain service delivery within existing capacity, and notify VITA of needed upgrades or replacements.   | Y            |                   |



| Ref# | Requirement   | Comply (Y/N) | Supplier Response |
|------|---|--------------|-------------------|
| R68. | Assume operational responsibility for the incumbent NOC including existing software and systems to provide 7x24x365 coverage.   | Y            |                   |
| R69. | Supplier shall provide: <ul style="list-style-type: none"> <li>• Event correlation between Element Management and Network management tools to support resolution of fault conditions.</li> </ul>  | Y            |                   |
| R70. | <ul style="list-style-type: none"> <li>• VITA and the MSI an ability to view relevant CMDB records for all devices and configuration items under management.</li> </ul>   | Y            |                   |
| R71. | <ul style="list-style-type: none"> <li>• VITA and the MSI with a regular synchronization between supplier's CMDB and that of the MSI.</li> </ul>  | Y            |                   |
| R72. | <ul style="list-style-type: none"> <li>• Managed Network Services for day to day business managing network assets covering the full range of IT services. Supplier's approach shall be similar for the three main product categories: Managed WAN, Managed LAN and Managed Wireless LAN.</li> </ul> | Y            |                   |
| R73. | <ul style="list-style-type: none"> <li>• Maintenance of Access Control Lists (ACLs) and other security related attributes of routers and switches.</li> </ul>   | Y            |                   |
| R74. | <ul style="list-style-type: none"> <li>• Immediate alarm notification to specified VITA points of contact for outages at critical sites as defined by VITA.</li> </ul>  | Y            |                   |
| R75. | <ul style="list-style-type: none"> <li>• Acceptance test procedures for installation and changes to the Network, and for verifying restoration of Availability following Incidents and Problems with the Network.</li> </ul>  | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
| R76. | <ul style="list-style-type: none"> <li>Naming and addressing of all Network devices based on schemes approved by VITA.</li> </ul>  | Y            |                   |
| R77. | <ul style="list-style-type: none"> <li>Proactive alarms in accordance with thresholds defined in the SMM.</li> </ul>   | Y            |                   |
| R78. | <ul style="list-style-type: none"> <li>Management and storage of backups of Network Equipment.</li> </ul>  | Y            |                   |
| R79. | <ul style="list-style-type: none"> <li>Correlation of all change events on Network Equipment with system change record.</li> </ul>   | Y            |                   |
| R80. | <ul style="list-style-type: none"> <li>Support of all routers and switches regardless of vendor or platform.</li> </ul>  | Y            |                   |
| R81. | <ul style="list-style-type: none"> <li>Documentation of Network environments per SMM and diagrams as directed by VITA.</li> </ul>  | Y            |                   |
| R82. | <ul style="list-style-type: none"> <li>Management of requests for devices to be blocked from the Network for noncompliance or malware by employing ACLs or other methods as directed by VITA.</li> </ul> | Y            |                   |
| R83. | <ul style="list-style-type: none"> <li>Manage and configure routing protocols.</li> </ul>  | Y            |                   |
| R84. | <ul style="list-style-type: none"> <li>Fault resolution on all LAN infrastructure (e.g. routing, trunking, protocol, port security, etc).</li> </ul>   | Y            |                   |
| R85. | <ul style="list-style-type: none"> <li>Advanced fault resolution for routing issues with the Campus network.</li> </ul>  | Y            |                   |
| R86. | <ul style="list-style-type: none"> <li>Perform Network data capture with sniffers, gigamon, Wireshark and TCPdumps or other acceptable data capture technologies.</li> </ul>                             | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
| R87. | <ul style="list-style-type: none"> <li>Support of Multi-Vendor ISP networks as directed by VITA.</li> </ul>  | Y            |                   |
| R88. | <ul style="list-style-type: none"> <li>Design, configure, maintain and trouble shoot out of band console access to Supplier managed Network Equipment.</li> </ul>  | Y            |                   |
| R89. | <b>2.6 Installs, Moves, Adds and Changes (IMACs) Services</b>  |              |                   |
| R90. | Supplier shall be responsible for the Service Request and Provisioning of Network-related services. In addition, the Supplier shall be responsible for delivering specific IMAC services (Install, Move, Add, Change). | Y            |                   |
| R91. | Plan, schedule, manage, and perform IMACs as requested and approved by VITA and Customers at the Sites and Service Provider-managed locations  | Y            |                   |
| R92. | Receive, validate, and track all IMAC orders from Authorized Users.  | Y            |                   |
| R93. | Monitor client satisfaction and closely monitor Service Levels throughout the IMAC activity.   | Y            |                   |
| R94. | <b>2.7 Physical Network Environment Services</b>   |              |                   |
| R95. | <b>2.7.1 Site Information and Documentation Services</b>   |              |                   |
| R96. | Supplier shall develop and maintain adequate documentation for the Network, including: locations lists, Network diagrams, and other Network documentation and information.   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R97.  | <p>Conducting VITA Site surveys and documenting the current physical environment at the VITA Site, including:</p> <ul style="list-style-type: none"> <li>• Transport Systems</li> <li>• Demarcation of responsibilities and physical environment comprising the WAN, LAN, standard voice, and other Network environments</li> <li>• Power, UPS, and overall space requirements for Supplier provided equipment</li> <li>• Supplier provided cabling and wiring</li> <li>• Other relevant environmental requirements and/or attributes that are unique to a VITA Site as needed by the Supplier</li> </ul> | Y            |                   |
| R98.  | <b>2.7.2 Cabling and Wiring Services</b>  |              |                   |
| R99.  | <p>Supplier shall:</p> <ul style="list-style-type: none"> <li>• Provide Network Wiring requirements and interface with Wiring contractors. (Facility owners provide actual building Wiring, usually using Third-party Contracts, with Supplier’s expert guidance.)</li> </ul>   | Y            |                   |
| R100. | <ul style="list-style-type: none"> <li>• Extend Wiring within buildings to the point of CPE on an as-requested basis.</li> <li>• Test, isolate, and identify issues that may be caused by building Wiring.</li> <li>• Provide Cabling for Equipment (e.g., between LAN Switches and patch panels), including patch cables and work area cords.</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R101. | <b>2.8 Network Security Services</b>   |              |                   |
| R102. | Supplier shall be responsible for adhering to VITA Security practices and complying with VITA Rules, the ITIL framework and certification under ISO 27001 and 27002 standards.   | Y            |                   |
| R103. | Implement and maintain security tools, procedures, and systems required to protect the integrity, confidentiality, and availability of the VITA Network and data on the Network. | Y            |                   |
| R104. | Provide data privacy as required by VITA and Customers.  | Y            |                   |
| R105. | Provide access and/or assist VITA's designated Third Party Vendors in performing vulnerability assessments.  | Y            |                   |
| R106. | Perform reactive security assessments and Incident and Problem determination in accordance with VITA and Customers' network security policies.                                   | Y            |                   |
| R107. | Activate appropriate security monitoring tools, and back up and analyze the logs from these tools, in accordance with VITA and Customers' security requirements.                 | Y            |                   |
| R108. | Provide recommendations to remediate the gaps identified by analyzing the logs.  | Y            |                   |
| R109. | Utilize ACLs on all networking devices in accordance with VITA and Customers' network security policies.   | Y            |                   |
| R110. | Take reasonable and appropriate action designed to prevent unauthorized access to the Network, in accordance with VITA's and Customers' requirements.                            | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | This will include the following, where appropriate:<br>(a) Use VITA-approved security protocols for access for external networks.<br>(b) Shut down the Services to prevent further unauthorized access. |              |                   |
| R111. | Report all attempts at illicit monitoring, interception, eavesdropping, toll-fraud or other network security risks to VITA or its designee when detected or known.                                      | Y            |                   |
| R112. | Provide an easily accessible service (e.g., Web based) to VITA-designated Authorized User(s) (Enterprise and Agency specific) to review the security policy and logs of the Network devices.            | Y            |                   |
| R113. | <b>2.8.1 Periodic Review and Auditing</b>   |              |                   |
| R114. | Supplier shall be responsible for conducting periodic reviews and supporting external audits of Supplier’s performance and the Network Environment to ensure compliance with VITA Rules.                | Y            |                   |
| R115. | <b>2.8.2 Physical Security Administration</b>   |              |                   |
| R116. | Adhere to physical security administration requirements including authorized access control.  | Y            |                   |
| R117. | <b>2.8.2.1 VITA Sites</b>   |              |                   |
| R118. | Where Supplier uses or visits locations and facilities at VITA Sites, Supplier shall comply with all VITA security and safety policies, standards, and procedures.                                      | Y            |                   |
| R119. | <b>2.8.2.2 Supplier Service Locations</b>   |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R120. | Supplier shall implement security policies and practices equal to or greater than the VITA Security Policies at all Supplier Service Locations.   | Y            |                   |
| R121. | <b>2.8.3 Logical Security</b>   |              |                   |
| R122. | Supplier is responsible for adhering and following all Data Security procedures defined by VITA.  | Y            |                   |
| R123. | <b>2.8.4 Endpoint Protection</b>  |              |                   |
| R124. | Supplier shall provide endpoint management for the devices that it manages or utilizes in the delivery of Services. Supplier endpoint management will enforce compliance of VITA Rules (e.g., drive encryption, antivirus, workstation firewalls, asset management, permission controls). | Y            |                   |
| R125. | <b>2.8.5 Network Access Control and Perimeter Defense</b>   |              |                   |
| R126. | Supplier shall provide maintenance of ACL's and other security related attributes of routers and switches.  | Y            |                   |
| R127. | Supplier shall provide, for all devices under management, expedited IMAC support for security related changes.  | Y            |                   |
| R128. | <b>2.9 Distributed Denial of Service Defense and Mitigation Services</b>  |              |                   |
| R129. | Supplier shall be responsible for management of the distributed denial of service (DDoS) defense and mitigation services as provisioned by the Supplier or other  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | Third Party vendors within the Internet and WAN access.  |              |                   |
| R130. | During Walk in and Take Over Phase Supplier shall take over current tools and processes inside VITA's Data Center environment and continue to support current DDoS event mitigation processes.   | Y            |                   |
| R131. | <p>In the service Delivery phase, Supplier shall provide:</p> <ul style="list-style-type: none"> <li>• Customer Premises Equipment required to support the service in a CPE as a Service model (See section 2.6)</li> </ul>  | Y            |                   |
| R132. | <ul style="list-style-type: none"> <li>• Initial setup and support of a hosted DDoS service for both Supplier provided systems and any related CPE on VITA sites.</li> </ul>   | Y            |                   |
| R133. | <ul style="list-style-type: none"> <li>• Confirmation that Vita's configuration and return path are reserved across the DDoS Shield service platform.</li> </ul>   | Y            |                   |
| R134. | <ul style="list-style-type: none"> <li>• Support for testing and service modification</li> </ul>   | Y            |                   |
| R135. | <p>Upon activation of the service Supplier shall provide:</p> <ul style="list-style-type: none"> <li>• Filtering out of malicious traffic allowing valid traffic to flow through. Activation shall be automatic with no intervention required by VITA and allow for VITA to trigger the initiation of the mitigation process.</li> </ul> | Y            |                   |
| R136. | <ul style="list-style-type: none"> <li>• Access to Supplier's Security Operations Center team from the moment the service activation begins through any essential ticketing escalation, and during the mitigation of any DDoS attack</li> </ul>  | Y            |                   |
| R137. | <ul style="list-style-type: none"> <li>• 24x7 electronic and telephone support for all DDoS Shield services including</li> </ul>   | Y            |                   |



| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <p>the following tiers:</p> <ul style="list-style-type: none"> <li>○ Tier 1: SOC – call receipt and routing; event analysis (real-time / historical); device health monitoring; ticket escalation.</li> <li>○ Tier 2: Technical Assistance Center (TAC) – advanced event analysis; account specific resources; incident response support; emerging threat research; analysis training.</li> <li>○ Tier 3: Device Management Team (DMT) – advanced troubleshooting; fault location; service level assurance; vendor escalation; device Training.</li> </ul> |              |                   |
| R138. | <p>Access to a Service Portal that supports the following functions:</p> <ul style="list-style-type: none"> <li>• An immediate view of VITA's usage (e.g., total traffic in and out).</li> <li>• During active mitigations, a view of inbound, mitigated and outbound traffic totals</li> <li>• specific rules-sets used for traffic blocking</li> <li>• top talkers/top inbound attacking IP addresses</li> </ul>   | Y            |                   |
| R139. | <b>2.10 IP Address Management</b>  |              |                   |
| R140. | Supplier shall provide management of IP addresses and netblocks as directed by VITA; including the allocation and assignment for VITA and Commonwealth networks.   | Y            |                   |
| R141. | During Transition, Supplier shall perform Services Set-up project, followed by a managed takeover (MTO) of Customer's In-Scope DDI Equipment (Platform) and  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | IPAM (IP Address Management) Services.   |              |                   |
| R142. | Following MTO, Supplier shall provide monitoring and management of the Platform and In-Scope DDI Services  | Y            |                   |
| R143. | Supplier shall perform all MACD activity, including the following types: <ul style="list-style-type: none"> <li>• NETWORK</li> <li>• SUBNET</li> <li>• IP_HOST</li> <li>• IPAM_DEVICE</li> <li>• NON_MACD</li> </ul> | Y            |                   |
| R144. | <b>9.8 IP Address Management (IPAM) Services</b>   | Y            |                   |
| R145. | Supplier's responsibilities include: <ul style="list-style-type: none"> <li>• Provide IP address management.</li> </ul>  | Y            |                   |
| R146. | <ul style="list-style-type: none"> <li>• Provide a central Support model of management.</li> </ul>   | Y            |                   |
| R147. | <ul style="list-style-type: none"> <li>• Manage subnets, IP address ranges and overall IP addresses schema.</li> </ul>   | Y            |                   |
| R148. | <ul style="list-style-type: none"> <li>• Provide IP address reporting and auditing.</li> </ul>   | Y            |                   |
| R149. | <ul style="list-style-type: none"> <li>• Provide new IP address request management Services.</li> </ul>  | Y            |                   |
| R150. | <ul style="list-style-type: none"> <li>• Assign new and existing IP addresses as required.</li> </ul>  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R151. | <ul style="list-style-type: none"> <li>Resolve any IP address conflicts.</li> </ul>  | Y            |                   |
| R152. | <ul style="list-style-type: none"> <li>Administer policies within Data Centers that Support consistencies throughout the VITA and VITA Customer Networks.</li> </ul>                       | Y            |                   |
| R153. | <ul style="list-style-type: none"> <li>Interface and integrate with other Suppliers of Network Services (e.g., DNS).</li> </ul>  | Y            |                   |
| R154. | <ul style="list-style-type: none"> <li>Appropriately support the delivery of Services by other VITA Suppliers and Third Party Vendors.</li> </ul>  | Y            |                   |
| R155. | <b>2.11 Dynamic Host Configuration Protocol (Optional)</b>   |              |                   |
| R156. | Supplier shall provide support for the dynamic host configuration protocol (DHCP) services in VITA Sites as designated by VITA.  | Y            |                   |
| R157. | During Transition, Supplier shall perform Services Set-up project, followed by a managed takeover (MTO) of Customer's In-Scope DDI Equipment (Platform) and IPAM Services.                 | Y            |                   |
| R158. | Following MTO, Supplier shall provide monitoring and management of the Platform and In-Scope DDI Services  | Y            |                   |
| R159. | <p>Supplier shall perform all MACD activity including the following types:</p> <ul style="list-style-type: none"> <li>DHCP_SCOPE</li> <li>DHCP_RESERVATION</li> <li>DHCP_OPTION</li> </ul> | Y            |                   |

| Ref#   | Requirement  | Comply (Y/N) | Supplier Response |
|--|--|--------------|-------------------|
|  | <ul style="list-style-type: none"> <li>• USER_GROUP</li> <li>• DHCP_DEVICE</li> <li>• NON_MACD</li> </ul>  |              |                   |
| R160.  | <p>Supplier’s responsibilities include the provision of DHCP Services including:</p> <ul style="list-style-type: none"> <li>• Variable lease reservations</li> <li>• Reserved addresses</li> <li>• DNS aging and scavenging</li> </ul> | Y            |                   |
| <b>2.12 Domain Name System (DNS) Services – Internal Zones</b> |  |              |                   |
|  | <p>Supplier’s responsibilities include:</p> <ul style="list-style-type: none"> <li>• Install, Configure, maintain the internal COV Domain Name Service.</li> </ul>   | Y            |                   |
|  | <ul style="list-style-type: none"> <li>• Establish a primary Server for the internal COV Domain Name Service for *.virginia.gov, *.state.va.us and other domains at the direction and approval of VITA.</li> </ul>                     | Y            |                   |
|  | <ul style="list-style-type: none"> <li>• Establish multiple secondary Servers for the internal COV Domain Name Service for *.virginia.gov, *.state.va.us and other domains at the direction and approval of VITA.</li> </ul>           | Y            |                   |
|  | <ul style="list-style-type: none"> <li>• Limit zone transfers for all Supported domains to the authorized DNS Servers.</li> </ul>  | Y            |                   |

| Ref#   | Requirement   | Comply (Y/N) | Supplier Response |
|--|---|--------------|-------------------|
|  | <ul style="list-style-type: none"> <li>Provide recursive DNS resolution for authorized clients.</li> </ul>  | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Maintain Start-Of-Authority records for each COV domain per VITA's instructions.</li> </ul>  | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Maintain individual entries in each domain per VITA's instructions (change to the default TTL).</li> </ul>   | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Provide DHCP Services.</li> </ul>  | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Provide active DNS registration and scavenging.</li> </ul>   | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Provide DNS/DHCP integration.</li> </ul>   | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Perform DNS / mail relay as requested by VITA or VITA's Customers.</li> </ul>  | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Allow Customers to create internal DNS as needed.</li> </ul>   | Y            |                   |
| <b>2.13 Domain Name System (DNS) Services – External Zones</b> |   |              |                   |
|  | Supplier's responsibilities include: <ul style="list-style-type: none"> <li>Install, Configure, maintain the external COV Domain Name Service.</li> </ul>   | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Establish the required DNSSEC Configuration for all external domains associated with Virginia.</li> </ul>  | Y            |                   |
|  | <ul style="list-style-type: none"> <li>Establish a primary Server for the external COV Domain Name Service for *.virginia.gov, *.state.va.us and other domains at the direction and approval</li> </ul> | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | of VITA.   |              |                   |
|      | <ul style="list-style-type: none"> <li>Establish multiple secondary Servers for the external COV Domain Name Service for *.virginia.gov, *.state.va.us and other domains at the direction and approval of VITA.</li> </ul>                             | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Limit zone transfers for all Supported domains to the authorized DNS Servers.</li> </ul>  | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Provide recursive DNS resolution for authorized clients.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Maintain Start-of-Authority records for each COV domain per VITA's instructions.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Maintain individual entries in each domain per VITA's instructions (change to the default TTL).</li> </ul>  | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Forward all abuse notification documents to VITA.</li> </ul>  | Y            |                   |
|      | <ul style="list-style-type: none"> <li>Allow Customers to host non- *.virginia.gov domain (e.g., .org, .com) in the new environment.</li> </ul>  | Y            |                   |
|      | <b>2.13.1 DNS Filtering</b>  | Y            |                   |
|      | This section identifies requirements for DNS filtering in the environment to prevent access to inappropriate Sites regardless of Device ownership, including Updates and Support. Supplier shall be responsible for managing the DNS filtering system. | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | Supplier’s responsibilities include: <ul style="list-style-type: none"> <li>• Provide, and as required Install, Update, Upgrade, Patch, operate, and maintain the DNS filtering system.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>• Provide documentation required by the external audit and proof of DNS filtering coverage. On-site representation for audit reviews might be necessary.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>• Maintain up to date DNS filtering deployment locations, version identification, policy Configuration, and status overview and make that information available.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>• Install DNS filtering Updates and make Configuration changes that address known vulnerabilities or risks to the DNS filtering systems; as such Updates are identified by the vendor of the DNS filtering systems, suggested in accordance with industry best practices, or as required to maintain compliance with Customer Security requirements and the SMM.</li> </ul>   | Y            |                   |
|      | <ul style="list-style-type: none"> <li>• Provide DNS filtering capability that:                             <ul style="list-style-type: none"> <li>○ Checks DNS queries against a list of malicious, known bad, VITA/Customer requested domains, or domains that demonstrate anomalous behavior (e.g., multiple NX responses, large size requests and responses, strange time of day activity), redirecting Users to a sinkhole page when they attempt to visit one of the blocked domains.</li> </ul> </li> </ul> | Y            |                   |
|      | <ul style="list-style-type: none"> <li>○ Includes automated Updates of malicious, known bad, or VITA/Customer requested domains and the ability to enter additional</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | blocked domains.   |              |                   |
|       | <ul style="list-style-type: none"> <li>○ Includes a process to support Users reporting false positives.</li> </ul>   | Y            |                   |
|       | <ul style="list-style-type: none"> <li>○ Integrate DNS filtering results into SIEM and MSS tools.</li> </ul>   | Y            |                   |
| R161. | <b>3.0 Wide Area Network Services</b>  |              |                   |
| R162. | The Supplier shall provide and manage WAN Services for VITA and Customer networks.   | Y            |                   |
| R163. | Supplier shall provide the following services: <ul style="list-style-type: none"> <li>● Network design for Wide Area Network Services in accordance with the requirements of Exhibit 2.2 (Cross Functional Requirements).</li> </ul> | Y            |                   |
| R164. | <ul style="list-style-type: none"> <li>● Wide Area data networking Service which provides any-to-any connectivity to transport Customer Data between Customer Sites</li> </ul>   | Y            |                   |
| R165. | <ul style="list-style-type: none"> <li>● Implementation and lifecycle management (including refresh) of CPE (Customer Premises Equipment) related to the service including on-site maintenance.</li> </ul>                           | Y            |                   |
| R166. | <ul style="list-style-type: none"> <li>● Full Management of all CPE including the following; <ul style="list-style-type: none"> <li>○ Monitoring</li> <li>○ Fault Isolation</li> <li>○ Fault Notification</li> </ul> </li> </ul>     | Y            |                   |



| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Fault Restoration-Logical/Physical</li> <li>○ Maintenance-Break/Fix with on-site response as required.</li> <li>○ Change Management-Logical/Physical</li> <li>○ Configuration Back-Up</li> <li>○ Performance Reporting</li> <li>○ Security Patching</li> </ul> |              |                   |
| R167. | <ul style="list-style-type: none"> <li>● Access to a Managed Services Customer Portal which offers a consolidated view of VITA’s Network information 24 hours a day, 7 days a week with real time access to project status, contact information, and information about Managed Devices.</li> </ul>      | Y            |                   |
| R168. | <ul style="list-style-type: none"> <li>● Monitoring of Third Party Transport services informing VITA and the MSI of the existence of outages or problems with those services.</li> </ul>  | Y            |                   |
| R169. | <b>3.1 Network Connectivity Interchange (Cloud)</b>   |              |                   |
| R170. | The Supplier shall provide a Network Connectivity Interchange service for secure connectivity to designated Cloud services (e.g. AWS, Azure), as directed by VITA.  | Y            |                   |
| R171. | Supplier shall provide the following: <ul style="list-style-type: none"> <li>● Private connections that are completely separated from public Internet traffic</li> </ul>  | Y            |                   |
| R172. | <ul style="list-style-type: none"> <li>● Diverse pre-provisioned connections to leading CSPs</li> </ul>   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R173. | <ul style="list-style-type: none"> <li>MPLS with QoS</li> </ul>   | Y            |                   |
| R174. | <ul style="list-style-type: none"> <li>Scalable Bandwidth</li> </ul>  | Y            |                   |
| R175. | <ul style="list-style-type: none"> <li>Pre-provisioned access to cloud resources</li> </ul>   | Y            |                   |
| R176. | <ul style="list-style-type: none"> <li>Integrated Wireless Private Network service to provide secure, mobile connectivity to the cloud</li> </ul>   | Y            |                   |
| R177. | <ul style="list-style-type: none"> <li>Direct management services within the Supplier Portal</li> </ul>   | Y            |                   |
| R178. | <b>3.2 Core Data Center WAN</b>   |              |                   |
| R179. | <p>The Supplier shall provide WAN services through the Commonwealth core data centers (i.e. CESC, SWESC), or other data centers as directed by VITA; including services for network monitoring and security, MPLS VRF tagging, and Quality of Service features.</p> | Y            |                   |
| R180. | <p>Supplier shall provide the following services:</p> <ul style="list-style-type: none"> <li>Network design for Wide Area Network Services in accordance with the requirements of Exhibit 2.2 (Cross Functional Requirements).</li> </ul>                           | Y            |                   |
| R181. | <ul style="list-style-type: none"> <li>Wide Area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites</li> </ul>  | Y            |                   |
| R182. | <ul style="list-style-type: none"> <li>Implementation and lifecycle management (including refresh) of CPE (Customer Premises Equipment) related to the service including on-site</li> </ul>   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | maintenance in accordance with VITA policies.   |              |                   |
| R183. | <ul style="list-style-type: none"> <li>• Full Management of all CPE including the following;                             <ul style="list-style-type: none"> <li>○ Monitoring</li> <li>○ Fault Isolation</li> <li>○ Fault Notification</li> <li>○ Fault Restoration-Logical/Physical</li> <li>○ Maintenance-Break/Fix with on-site response as required.</li> <li>○ Change Management-Logical/Physical</li> <li>○ Configuration Back-Up</li> <li>○ Performance Reporting</li> <li>○ Security Patching</li> </ul> </li> </ul> | Y            |                   |
| R184. | <ul style="list-style-type: none"> <li>• Access to a Managed Services Customer Portal which offers a consolidated view of VITA’s Network information 24 hours a day, 7 days a week with real time access to project status, contact information, and information about Managed Devices.</li> </ul>  | Y            |                   |
| R185. | <ul style="list-style-type: none"> <li>• Monitoring of Third Party Transport services inform VITA and the MSI of the existence of outages or problems with those services.</li> </ul>   | Y            |                   |
| R186. | <ul style="list-style-type: none"> <li>• SONET or DWDM technology capable of fault tolerant, high bandwidth physical connectivity between campus buildings.</li> </ul>  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R187. | <b>3.3 Campus Network WAN/MAN</b>  |              |                   |
| R188. | The Supplier shall provide management of access devices connecting to Customer Sites (e.g. inter-building or inter-floor fiber) for the purpose of providing WAN Services.   | Y            |                   |
| R189. | Supplier shall provide the following services: <ul style="list-style-type: none"> <li>• Network design for Wide Area Network Services in accordance with the requirements of Exhibit 2.2 (Cross Functional Requirements).</li> </ul>   | Y            |                   |
| R190. | <ul style="list-style-type: none"> <li>• Wide Area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites</li> </ul>   | Y            |                   |
| R191. | <ul style="list-style-type: none"> <li>• Implementation and lifecycle management (including refresh) of CPE (Customer Premises Equipment) related to the service including on-site maintenance.</li> </ul>   | Y            |                   |
| R192. | <ul style="list-style-type: none"> <li>• Full Management of all CPE including the following;                             <ul style="list-style-type: none"> <li>○ Monitoring</li> <li>○ Fault Isolation</li> <li>○ Fault Notification</li> <li>○ Fault Restoration-Logical/Physical</li> <li>○ Maintenance-Break/Fix with on-site response as required.</li> <li>○ Change Management-Logical/Physical</li> </ul> </li> </ul> | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Configuration Back-Up</li> <li>○ Performance Reporting</li> <li>○ Security Patching</li> </ul>  |              |                   |
| R193. | <ul style="list-style-type: none"> <li>● Access to a Managed Services Customer Portal which offers a consolidated view of VITA’s Network information 24 hours a day, 7 days a week with real time access to project status, contact information, and information about Managed Devices.</li> </ul> | Y            |                   |
| R194. | <ul style="list-style-type: none"> <li>● Monitoring of Third Party Transport services inform VITA and the MSI of the existence of outages or problems with those services.</li> </ul>  | Y            |                   |
| R195. | <ul style="list-style-type: none"> <li>● SONET or DWDM technology capable of fault tolerant, high bandwidth physical connectivity between campus buildings.</li> </ul>   | Y            |                   |
| R196. | <b>3.4 WAN Optimization</b>  |              |                   |
| R197. | Supplier shall provide and manage solutions that effect more efficient use of network bandwidth.   | Y            |                   |
| R198. | Supplier shall provide the following: <ul style="list-style-type: none"> <li>● Initial pre-implementation network design consultation, implementation, physical and logical fault isolation, detection, and monitoring</li> </ul>  | Y            |                   |
| R199. | <ul style="list-style-type: none"> <li>● Application Analysis service as a network consulting service which provides ongoing WAN Accelerator performance reports analysis, reporting overview, and follow-up recommendations relating to key areas of WAN Accelerator</li> </ul>                   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | network operation.  |              |                   |
| R200. | <ul style="list-style-type: none"> <li>Quarterly aggregate performance and utilization analysis and reporting.</li> </ul>   | Y            |                   |
| R201. | <b>3.4.1 WAN Acceleration</b>   |              |                   |
| R202. | Supplier shall provide and manage solutions that accelerate existing network connections for the use of certain business applications (e.g., web).  | Y            |                   |
| R203. | <p>Supplier shall provide:</p> <ul style="list-style-type: none"> <li>WAN Acceleration tools that optimize traffic using compression and caching protocol optimization where Sites on VITA's network have compatible application optimization CPE.</li> </ul> | Y            |                   |
| R204. | <ul style="list-style-type: none"> <li>Quarterly analysis report of the application acceleration performance, recommendations for improvement, and implementation of those recommendations.</li> </ul>  | Y            |                   |
| R205. | <b>3.4.2 Quality of Service</b>   |              |                   |
| R206. | Supplier shall provide and manage solutions that support end-to-end quality of service controls on VITA Networks, and across WAN services, for Customers to prioritize business critical applications (e.g., VoIP, Video, database transactions).             | Y            |                   |
| R207. | <p>Supplier shall support QoS in the following standardized modes:</p> <ul style="list-style-type: none"> <li>Best effort</li> <li>Aggregate Customer Edge (CE) Interface level QoS ("hose" level)</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>• Site-to-site level QoS (“pipe” level)</li> <li>• Intserv (RSVP) signaled</li> <li>• Diffserv marked</li> </ul>  |              |                   |
| R208. | <p>Supplier shall support QoS across the access networks as listed below:</p> <ul style="list-style-type: none"> <li>• 802.1p Prioritized Ethernet</li> <li>• MPLS-based access</li> <li>• Multilink Multiclass PPP</li> <li>• QoS-enabled wireless:                             <ul style="list-style-type: none"> <li>○ LTE</li> <li>○ Wireless 802.11.x</li> </ul> </li> <li>• Cable high-speed access (DOCSIS 1.1)</li> <li>• QoS-enabled Digital Subscriber Line (DSL)</li> </ul> <p>QoS-enabled Satellite Broadband Access</p> | Y            |                   |
| R209. | <b>3.5 Remote Site Connectivity to Enterprise WAN</b>  |              |                   |
| R210. | Supplier shall provide a solution for connectivity to the WAN from sites with Supplier-provided or Third Party Internet connections.   | Y            |                   |
| R211. | <ul style="list-style-type: none"> <li>• Supplier shall provide:</li> <li>• A secure, end-to-end logical connection between VITA’s resources on the</li> </ul>   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | Supplier’s Managed WAN and transport Services and VITA’s remote sites connected to the Internet.  |              |                   |
| R212. | <ul style="list-style-type: none"> <li>Private cellular wireless connections to access specific MPLS VRF’s through the private wireless gateway service as required by VITA.</li> </ul>   | Y            |                   |
| R213. | <ul style="list-style-type: none"> <li>Router management Service that includes configuration, set-up, administration, monitoring, support, and reporting</li> </ul>   | Y            |                   |
| R214. | <ul style="list-style-type: none"> <li>Site CPE Monitoring including alarm response, and email notification of the Retail Remote Office (RRO) CPE on a 24 x 7 x 365 basis</li> </ul>  | Y            |                   |
| R215. | <ul style="list-style-type: none"> <li>WAN Backup Service - , including support for configuration of a Managed Device to support backup access (over separately-provided Verizon or third-party Internet service)</li> </ul>  | Y            |                   |
| R216. | <ul style="list-style-type: none"> <li>Quality of Service Support which includes routing of VITA end user agency traffic based on the priority assigned by VITA using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or “Diff-Serv” model.</li> </ul>  | Y            |                   |
| R217. | <b>3.6 Enterprise Remote Connection Service (ERCS)</b>  |              |                   |
| R218. | <p>Supplier shall provide access from Customer Sites that can only utilize Broadband technologies for the WAN connection.</p> <p>The Commonwealth maintains multiple Customer Sites throughout Virginia. Some Customer Sites use alternate Internet access technologies (e.g., DSL, cable modems and cellular technologies) to create secure tunnels across the</p> | Y            |                   |



| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | internet to connect to the Commonwealth Network. This technology offering allows the use of common broadband internet Services as a means to achieve private Wide Area Network (WAN) connectivity. The incumbent has implemented Dynamic Multi-point Virtual Private Network (DMVPN) technology and creates dynamic IPSEC tunnels making this service highly scalable. |              |                   |
| R219. | Supplier's responsibilities include: <ul style="list-style-type: none"> <li>• Provide method for VITA and VITA Customers to utilize secure tunnels across the Internet to connect to the Commonwealth Network.</li> </ul>  | Y            |                   |
| R220. | <ul style="list-style-type: none"> <li>• Provide the capability to use common broadband Internet Services as a means to achieve private Wide Area Network (WAN) connectivity.</li> </ul>   | Y            |                   |
| R221. | <ul style="list-style-type: none"> <li>• Provide, maintain, and Support wireless access points and Wi-Fi service at Customer Sites</li> </ul>  | Y            |                   |
| R222. | <ul style="list-style-type: none"> <li>• Provide for secure, reliable and highly available remote access connectivity into the COV Data Center core Networks from other Networks, VITA Customer Networks, the public Internet and other industry standards-based Third Party Vendor Networks.</li> </ul>   | Y            |                   |
| R223. | <ul style="list-style-type: none"> <li>• Integrate intrusion Detection and Intrusion Prevention technologies into the solution.</li> </ul>   | Y            |                   |
| R224. | <ul style="list-style-type: none"> <li>• Provide the capability to dynamically create and discontinue tunnel persistence based on traffic patterns and Customer requirements.</li> </ul>   | Y            |                   |
| R225. | <ul style="list-style-type: none"> <li>• Provide the capability for public Internet access via a secure proxy service</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | and prohibit “Split Tunnel” configurations that would allow Users direct access to the public Internet (e.g., website, social networks, online gaming).  |              |                   |
| R226. | <ul style="list-style-type: none"> <li>• Provide mechanisms to meet multiple agency Security and Application requirements for remote access.</li> </ul>  | Y            |                   |
| R227. | <ul style="list-style-type: none"> <li>• Partition the Remote Access Service such that multiple Customers can securely share the Remote Access Service.</li> </ul>   | Y            |                   |
|       | <ul style="list-style-type: none"> <li>○ Support multiple organizations and sub-organization relationships.</li> </ul>   | Y            |                   |
|       | <ul style="list-style-type: none"> <li>○ Support Customer-specified access control policies.</li> </ul>  | Y            |                   |
|       | <ul style="list-style-type: none"> <li>○ Support policy enforcement of access authority.</li> </ul>  | Y            |                   |
| R228. | <ul style="list-style-type: none"> <li>• Provide for detailed reporting to meet Customer audit and compliance requirements.</li> </ul>   | Y            |                   |
| R229. | <ul style="list-style-type: none"> <li>• Provide fixed IP addressing capabilities, such that Users receive the same address each time they connect to the Network as required.</li> </ul>                            | Y            |                   |
| R230. | <ul style="list-style-type: none"> <li>• Provide the capability for the use of the Remote Access Services by Third Party Vendors who provide support for Data Center Services via an Internet connection.</li> </ul> | Y            |                   |
| R231. | <ul style="list-style-type: none"> <li>• Provide solutions that are transport and access type independent.</li> </ul>  | Y            |                   |
| R232. | <ul style="list-style-type: none"> <li>• Secure remote access via a secure channel (VPN), using strong cryptography and Security protocols (e.g. SSL/TLS, IPSEC, SSH) to</li> </ul>                                  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | safeguard sensitive data during transmission over public Networks.   |              |                   |
| R233. | <ul style="list-style-type: none"> <li>Verify that only trusted keys and/or certificates are accepted.</li> </ul>  | Y            |                   |
| R234. | <ul style="list-style-type: none"> <li>Ensure that all system components and Software are protected from known vulnerabilities by having the latest vendor-supplied security patches installed.</li> </ul> | Y            |                   |
| R235. | <ul style="list-style-type: none"> <li>Implement automated audit trails for all system components and secure the audit trails so the data cannot be altered.</li> </ul>                                    | Y            |                   |
| R236. | <ul style="list-style-type: none"> <li>Provide a feed for the audit data to the Commonwealth SIEM and the MSI.</li> </ul>  | Y            |                   |
| R237. | <b>3.7 Site-to-Site Secure Access (VPN)</b>  |              |                   |
| R238. | Supplier shall provide connectivity through secure VPNs between VITA Sites, as designated by VITA.   | Y            |                   |
| R239. | The Supplier shall provide: <ul style="list-style-type: none"> <li>Multiple tunneling standards, as required by VITA. Examples include L2TP, GRE, IP-in-IP, MPLS, IPSec, and TLS.</li> </ul>               | Y            |                   |
| R240. | <ul style="list-style-type: none"> <li>Various encryption levels, as required by VITA. Examples include 3DES, RC4 and AES in accordance with the appropriate FIPS publications and modules.</li> </ul>     | Y            |                   |
| R241. | <ul style="list-style-type: none"> <li>Support the use of authentication services provided by the SSDC Supplier and as required by VITA. Examples include RADIUS, Internal LDAP, token</li> </ul>          | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | integration, PKI, and X.509 certificates.  |              |                   |
| R242. | <ul style="list-style-type: none"> <li>Support for IPv4 as both the encapsulating and encapsulated protocol.</li> </ul>  | Y            |                   |
| R243. | <ul style="list-style-type: none"> <li>Support for IPv6 as both the encapsulating and encapsulated protocol.</li> </ul>  | Y            |                   |
| R244. | <b>3.8 Intra-Agency WAN Encryption</b>   |              |                   |
| R245. | <p>The Commonwealth has several Customers (Agencies) that maintain multiple field offices and support centers throughout Virginia. These Agencies share sensitive data (e.g., PII, PHI, HIPPA) between Customer Sites across the COV Network. The data cannot be exposed to non-Agency personnel and the underlying applications do not support data encryption in transit. Therefore, data encryption on a link-to-link basis between Customer Sites across the COV Network is paramount.</p> | Y            |                   |
| R246. | <p>Supplier’s responsibilities include:</p> <ul style="list-style-type: none"> <li>Provide data encryption in transit between Customer Sites such that the data does not transit a “Broadcast” domain in clear text.</li> </ul>  | Y            |                   |
| R247. | <ul style="list-style-type: none"> <li>Provide for secure, reliable and highly available remote access connectivity between Customer Sites.</li> </ul>   | Y            |                   |
| R248. | <ul style="list-style-type: none"> <li>Provide data encryption in transit between Customer Sites and data centers such that the data does not transit a “Broadcast” domain in clear text.</li> </ul>   | Y            |                   |
| R249. | <ul style="list-style-type: none"> <li>Provide for secure, reliable and highly available remote access connectivity between Customer Sites and data center(s).</li> </ul>  | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R250. | <ul style="list-style-type: none"> <li>Provide mechanisms to meet Customer security and application requirements for remote access.</li> </ul>   | Y            |                   |
| R251. | <ul style="list-style-type: none"> <li>Implement Customer-specified access control policies.</li> </ul>  | Y            |                   |
| R252. | <ul style="list-style-type: none"> <li>Implement policy enforcement of access authority.</li> </ul>  | Y            |                   |
| R253. | <ul style="list-style-type: none"> <li>Provide for detailed reporting to meet Customer audit and compliance requirements.</li> </ul>   | Y            |                   |
| R254. | <ul style="list-style-type: none"> <li>Provide solutions that are transport and access type independent.</li> </ul>  | Y            |                   |
| R255. | <ul style="list-style-type: none"> <li>Use industry-standard strong cryptography and security protocols (e.g. SSL/TLS, IPSEC, SSH) to safeguard sensitive data during transmission.</li> </ul>             | Y            |                   |
| R256. | <ul style="list-style-type: none"> <li>Verify that only trusted keys and/or certificates are accepted.</li> </ul>  | Y            |                   |
| R257. | <ul style="list-style-type: none"> <li>Ensure that all system components and Software are protected from known vulnerabilities by having the latest vendor-supplied Security Patches Installed.</li> </ul> | Y            |                   |
| R258. | <ul style="list-style-type: none"> <li>Implement automated audit trails for all system components and secure the audit trails so the data cannot be altered.</li> </ul>                                    | Y            |                   |
| R259. | <ul style="list-style-type: none"> <li>Provide a feed for the audit data to the Commonwealth SIEM and the MSI.</li> </ul>  | Y            |                   |
| R260. | <b>4.0 Local Area Network Services</b>   |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R261. | <b>4.1 VITA Data Center LAN Services</b>  |              |                   |
| R262. | Supplier shall provide LAN Services for the Data Centers located in CESC and SWESC.   | N            | Out of Scope      |
| R263. | <b>4.2 VITA Customer LAN Services</b>   |              |                   |
| R264. | <b>4.2.1 Customer Wired LAN Services</b>  |              |                   |
| R265. | Supplier shall provide wired LAN Services at Customer sites.  | Y            |                   |
| R266. | Where Customer Sites have unique requirements (including those that have servers and data center facilities), Supplier shall support such unique LAN requirements (e.g., higher availability, load balancing, etc.).                        | Y            |                   |
| R267. | Supplier shall provide the following services: <ul style="list-style-type: none"> <li>• Network design for Local Area Network Services in accordance with the requirements of Exhibit 2.2 (Cross Functional Requirements).</li> </ul>       | Y            |                   |
| R268. | <ul style="list-style-type: none"> <li>• Local Area data networking service which provides Layer 2 connectivity between hosts on a customer site.</li> </ul>  | Y            |                   |
| R269. | <ul style="list-style-type: none"> <li>• Implementation and lifecycle management (including refresh) of CPE (Customer Premises Equipment) related to the service including on-site maintenance in accordance with VITA policies.</li> </ul> | Y            |                   |
| R270. | <ul style="list-style-type: none"> <li>• Full Management of all CPE including the following;</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Monitoring</li> <li>○ Fault Isolation</li> <li>○ Fault Notification</li> <li>○ Fault Restoration-Logical/Physical</li> <li>○ Maintenance-Break/Fix with on-site response as required.</li> <li>○ Change Management-Logical/Physical</li> <li>○ Configuration Back-Up</li> <li>○ Performance Reporting</li> <li>○ Security Patching</li> </ul>   |              |                   |
| R271. | <ul style="list-style-type: none"> <li>● Access to a Managed Services Customer Portal which offers a consolidated view of VITA’s Network information 24 hours a day, 7 days a week with real time access to project status, contact information, and information about Managed Devices.</li> </ul>   | Y            |                   |
| R272. | <ul style="list-style-type: none"> <li>● Provide highly available redundant Network load balancing Services.</li> </ul>  | Y            |                   |
| R273. | <ul style="list-style-type: none"> <li>● Perform load balancing as required by Customers.                             <ul style="list-style-type: none"> <li>○ Provide Support for complex load balancing rules. (e.g., Session State, Source IP, Least Connections, round-robin balance, weighted load distribution)</li> <li>○ Provide Support for two-arm (in-line), one-arm, and direct Server response load balancing.</li> </ul> </li> </ul> | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Provide Support for load balancing SSL termination and pass thru of SSL</li> <li>○ Implement and maintain the load balancing SSL certificates mandated by Customer.</li> </ul>                               |              |                   |
| R274. | <ul style="list-style-type: none"> <li>● Provide a fully redundant Network based Architecture (e.g., dynamic routing)</li> </ul>  | Y            |                   |
| R275. | <ul style="list-style-type: none"> <li>● Provide for least latency based route selection, where traffic is routed to the 'best' Network gateway</li> </ul>  | Y            |                   |
| R276. | <b>4.2.2 Customer Wireless LAN Services</b>   |              |                   |
| R277. | Supplier shall provide wireless LAN Services at Customer Sites.   | Y            |                   |
| R278. | <p>Supplier shall provide the following services:</p> <ul style="list-style-type: none"> <li>● Network design for Wireless Local Area Network Services in accordance with the requirements of Exhibit 2.2 (Cross Functional Requirements).</li> </ul> | Y            |                   |
| R279. | <ul style="list-style-type: none"> <li>● Local Area data networking service which provides Layer 2 connectivity between hosts on a customer site.</li> </ul>  | Y            |                   |
| R280. | <ul style="list-style-type: none"> <li>● Implementation and lifecycle management (including refresh) of CPE (Customer Premises Equipment) related to the service including on-site maintenance in accordance with VITA policies.</li> </ul>           | Y            |                   |
| R281. | <ul style="list-style-type: none"> <li>● Full Management of all CPE including the following;                             <ul style="list-style-type: none"> <li>○ Monitoring</li> </ul> </li> </ul>   | Y            |                   |



| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Fault Isolation</li> <li>○ Fault Notification</li> <li>○ Fault Restoration-Logical/Physical</li> <li>○ Maintenance-Break/Fix with on-site response as required.</li> <li>○ Change Management-Logical/Physical</li> <li>○ Configuration Back-Up</li> <li>○ Performance Reporting</li> <li>○ Security Patching</li> </ul>  |              |                   |
| R282. | <ul style="list-style-type: none"> <li>● Access to a Managed Services Customer Portal which offers a consolidated view of VITA’s Network information 24 hours a day, 7 days a week with real time access to project status, contact information, and information about Managed Devices.</li> </ul>  | Y            |                   |
| R283. | <ul style="list-style-type: none"> <li>● Wireless Systems support for building and office connectivity to VITA LANs, including Agency Site survey, engineering, design, procurement, programming, burn-in, installation, preventive maintenance and upgrades for access points, antennae, associated Wiring, and, where applicable, wireless bridges.</li> </ul>  | Y            |                   |
| R284. | <ul style="list-style-type: none"> <li>● Agency Site surveys including:                             <ul style="list-style-type: none"> <li>○ Heat maps of wireless coverage to ensure minimum of -65db signal strength based on agency coverage requirements</li> <li>○ Cabling requirements to support required access point placement at</li> </ul> </li> </ul> | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | desired signal strength.<br>o Proposed WAP placement for proper density of devices/WAP  |              |                   |
| R285. | <ul style="list-style-type: none"> <li>• Unique SSID's for COVA Secure, Guest, Hotspot, and other as required by VITA</li> </ul>  | Y            |                   |
| R286. | <ul style="list-style-type: none"> <li>• Adherence to IEEE and PCI-DSS standards as well as VITA technical and security guidelines with regard to wireless LANs and support of all 802.11 IEEE standards (a/b/g/n/ac)</li> </ul>  | Y            |                   |
| R287. | <ul style="list-style-type: none"> <li>• Secure, encrypted connectivity for Authorized Users to internal COVA Network (e.g., Internet access, network printers) using two-factor authentication (e.g., digital certificates) and Active Directory.</li> </ul>   | Y            |                   |
| R288. | <ul style="list-style-type: none"> <li>• Provide and manage secure connectivity between buildings without wired connectivity (i.e., wireless bridges).</li> <li>• Wireless devices (e.g., access points) must be on a segmented network as required by VITA.</li> <li>• Monitor wireless secure networks as required by VITA for unauthorized access and report in accordance with VITA policy.</li> <li>• Employ appropriate encryption measures in compliance with VITA policies and standards (e.g., WPA2).</li> <li>• Comply with all radio frequency regulations.</li> </ul> | Y            |                   |
| R289. | <ul style="list-style-type: none"> <li>• Provide authenticated Guest Network                             <ul style="list-style-type: none"> <li>o Ensure VLAN segmentation is maintained between Guest Wi-Fi</li> </ul> </li> </ul>   |              |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | network and Network <ul style="list-style-type: none"> <li>○ Provide ability to assign temporary passwords in accordance with VITA Policy</li> </ul>   |              |                   |
| R290. | <ul style="list-style-type: none"> <li>● Provide bandwidth limit controls on all wireless systems as directed by VITA</li> </ul>   |              |                   |
| R291. | <b>4.2.3 Wireless Hotspot Services</b>   |              |                   |
| R292. | Supplier shall provide Wireless Hotspot Services to sites designated by VITA. Wireless Hotspot Services provide Internet connectivity to Commonwealth constituents and guests of VITA Customers without exposing or impacting VITA networks.   | Y            |                   |
| R293. | Supplier shall provide the following: <ul style="list-style-type: none"> <li>● Public use “hotspots” for open access to the Internet in applicable locations approved by VITA (e.g., Lodges, common areas, conference rooms, etc.).</li> </ul> | Y            |                   |
| R294. | <ul style="list-style-type: none"> <li>● Guest WI-FI Log in page (Splash Page), including EULA/Terms of service page per VITA policy..</li> </ul>  | Y            |                   |
| R295. | <ul style="list-style-type: none"> <li>● Mobile Location Analytics (MLA).</li> </ul>   | Y            |                   |
| R296. | <ul style="list-style-type: none"> <li>● Content Filtering, Bandwidth limitation</li> </ul>  | Y            |                   |
| R297. | <ul style="list-style-type: none"> <li>● Support for Social Media Log-in</li> </ul>  | Y            |                   |
| R298. | <b>5.0 Voice Services</b>  |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R299. | <b>5.1 Legacy Voice Services</b>  |              |                   |
| R300. | Supplier shall provide Voice Services for the designated Customer Sites, including provisioning and support of all voice systems (e.g., PBXs, Key Systems, etc.), circuits, and trunking.   | Y            |                   |
| R301. | Supplier shall provide Legacy PSTN Voice Services for the designated sites and Customers.   | Y            |                   |
| R302. | Supplier shall provide provisioning and maintenance of all voice systems (e.g., PBXs, Key Systems, etc.).   | Y            |                   |
| R303. | In the event of Key System and PBX end of life/end of support, Supplier shall provide repair/replacement and coordinate vendor resolution.  | Y            |                   |
| R304. | <b>5.2 IP Voice Services</b>  |              |                   |
| R305. | Supplier shall provide IP-based Voice Services to designated sites and Customers, including provisioning and support of all systems.  | Y            |                   |
| R306. | Supplier shall seek to transition Legacy Voice to IP Voice.   | Y            |                   |
| R307. | Supplier’s IP Voice Service solution shall include the following:   | Y            |                   |
| R308. | <ul style="list-style-type: none"> <li>All software, hardware, licensing, and anything else required to provide and support the Service, including any and all upgrades, updates, etc., required to keep the platform up to date and the Services current.</li> </ul> | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R309. | <ul style="list-style-type: none"> <li>Voice Calling to both on-net and off-net (PSTN or other VITA Wan connected users) endpoints</li> </ul>  | Y            |                   |
| R310. | <ul style="list-style-type: none"> <li>Local calling capability throughout the Commonwealth (i.e., any given Service should provide local calling to and from all numbers in the local exchange calling area served by the Service)</li> </ul>   | Y            |                   |
| R311. | <ul style="list-style-type: none"> <li>Management of long-distance, in-bound/out-bound toll service from telecommunications carriers to support VITA's and Customers' requirements for voice calls, which include local, intrastate, interstate, domestic, international, and inbound voice calls including mobile phone calls.</li> </ul> | Y            |                   |
| R312. | <ul style="list-style-type: none"> <li>Sufficient trunk capacity to maintain the equivalent of a busy hour grade of service of P.01.</li> </ul>  | Y            |                   |
| R313. | <ul style="list-style-type: none"> <li>Support for the following Compression codecs: G.722 and Internet Low Bitrate Codec, G.711 mu-law, G.711 a-law, G.729 and other codecs as specified by VITA.</li> </ul>  | Y            |                   |
| R314. | <ul style="list-style-type: none"> <li>Direct Outward Dial (DOD)</li> </ul>  | Y            |                   |
| R315. | <ul style="list-style-type: none"> <li>Direct-Inward-Dial (DID)</li> </ul>   | Y            |                   |
| R316. | <ul style="list-style-type: none"> <li>International Dialing</li> </ul>  | Y            |                   |
| R317. | <ul style="list-style-type: none"> <li>Call Preservation for Active Calls</li> </ul>   | Y            |                   |
| R318. | <ul style="list-style-type: none"> <li>Barge</li> </ul>  | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R319. | <ul style="list-style-type: none"> <li>Call Forward All (CFA): Forwards all calls to a number.</li> </ul>   | Y            |                   |
| R320. | <ul style="list-style-type: none"> <li>Call Forward Busy (CFB): Forwards calls when the line is in use.</li> </ul>  | Y            |                   |
| R321. | <ul style="list-style-type: none"> <li>Call Forward No Answer (CFNA): Forwards calls when the phone is not answered after a configured duration is exceeded.</li> </ul> | Y            |                   |
| R322. | <ul style="list-style-type: none"> <li>Call Hold/Resume</li> </ul>  | Y            |                   |
| R323. | <ul style="list-style-type: none"> <li>Call Park</li> </ul>   | Y            |                   |
| R324. | <ul style="list-style-type: none"> <li>Call Pickup</li> </ul>   | Y            |                   |
| R325. | <ul style="list-style-type: none"> <li>Group Call Pickup</li> </ul>   | Y            |                   |
| R326. | <ul style="list-style-type: none"> <li>Call Transfer (attended and unattended)</li> </ul>   | Y            |                   |
| R327. | <ul style="list-style-type: none"> <li>Client Matter Codes (CMC)</li> </ul>   | Y            |                   |
| R328. | <ul style="list-style-type: none"> <li>Forced Authentication Codes</li> </ul>   | Y            |                   |
| R329. | <ul style="list-style-type: none"> <li>Do Not Disturb</li> </ul>  | Y            |                   |
| R330. | <ul style="list-style-type: none"> <li>On-Hook Dialing</li> </ul>   | Y            |                   |
| R331. | <ul style="list-style-type: none"> <li>Off-Hook Dialing</li> </ul>  | Y            |                   |
| R332. | <ul style="list-style-type: none"> <li>Join Across Lines</li> </ul>   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R333. | <ul style="list-style-type: none"> <li>Fax/Modem over IP (Pass-through)</li> </ul> | Y            |                   |
| R334. | <ul style="list-style-type: none"> <li>Speed Dial</li> </ul>                       | Y            |                   |
| R335. | <ul style="list-style-type: none"> <li>Abbreviated Dial</li> </ul>                 | Y            |                   |
| R336. | <ul style="list-style-type: none"> <li>Auto Answer</li> </ul>                      | Y            |                   |
| R337. | <ul style="list-style-type: none"> <li>Calling Line ID</li> </ul>                  | Y            |                   |
| R338. | <ul style="list-style-type: none"> <li>Calling Name ID</li> </ul>                  | Y            |                   |
| R339. | <ul style="list-style-type: none"> <li>Unassigned Directory Numbers</li> </ul>     | Y            |                   |
| R340. | <ul style="list-style-type: none"> <li>Directories</li> </ul>                      | Y            |                   |
| R341. | <ul style="list-style-type: none"> <li>LDAP</li> </ul>                             | Y            |                   |
| R342. | <ul style="list-style-type: none"> <li>Privacy</li> </ul>                          | Y            |                   |
| R343. | <ul style="list-style-type: none"> <li>Extension Mobility</li> </ul>               | Y            |                   |
| R344. | <ul style="list-style-type: none"> <li>Toll Restriction</li> </ul>                 | Y            |                   |
| R345. | <ul style="list-style-type: none"> <li>Multiple Line Appearances</li> </ul>        | Y            |                   |
| R346. | <ul style="list-style-type: none"> <li>Calls per Line</li> </ul>                   | Y            |                   |
| R347. | <ul style="list-style-type: none"> <li>Hunt Groups</li> </ul>                      | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R348. | <ul style="list-style-type: none"> <li>Shared/Bridged Line Appearances</li> </ul>  | Y            |                   |
| R349. | <ul style="list-style-type: none"> <li>Ad Hoc Conferencing</li> </ul>  | Y            |                   |
| R350. | <ul style="list-style-type: none"> <li>HTTPS for Secure Web Access</li> </ul>  | Y            |                   |
| R351. | <ul style="list-style-type: none"> <li>Single Sign-On</li> </ul>   | Y            |                   |
| R352. | <ul style="list-style-type: none"> <li>Extension (intercom) dialing (abbreviated)</li> </ul>   | Y            |                   |
| R353. | <ul style="list-style-type: none"> <li>Class of Service</li> </ul>   | Y            |                   |
| R354. | <ul style="list-style-type: none"> <li>Class of Restriction</li> </ul>   | Y            |                   |
| R355. | <ul style="list-style-type: none"> <li>Service segregation between VITA and other entities (both private and public sector)</li> </ul>   | Y            |                   |
| R356. | <ul style="list-style-type: none"> <li>Service segregation between VITA's end user Agencies</li> </ul>   | Y            |                   |
| R357. | <ul style="list-style-type: none"> <li>Support for analog devices including analog phones, paging systems, fax machines, etc.</li> </ul>   | Y            |                   |
| R358. | <ul style="list-style-type: none"> <li>A portal for an administrator to make system moves, adds, and changes. Portal should limit administrator access to only services under their jurisdiction.</li> </ul> | Y            |                   |
| R359. | <ul style="list-style-type: none"> <li>The following end user device types: <ul style="list-style-type: none"> <li>Analog phone</li> </ul> </li> </ul>   | Y            |                   |



| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>○ Single Line business set</li> <li>○ Multi Line business set</li> <li>○ Executive Video Terminal</li> <li>○ ADA Section 508 compatible devices</li> </ul>  |              |                   |
| R360. | <ul style="list-style-type: none"> <li>● Support for wired and wireless (Bluetooth) headsets</li> </ul>  | Y            |                   |
| R361. | <ul style="list-style-type: none"> <li>● Desktop Client(s) – Windows, MAC OS Compatible versions</li> </ul>  | Y            |                   |
| R362. | <ul style="list-style-type: none"> <li>● Mobile Client(s) – Android and IOS compatible versions</li> </ul>   | Y            |                   |
| R363. | <ul style="list-style-type: none"> <li>● End user ability to call 911, with the call automatically routing to the PSAP associated with the user’s site and having the ability to send user location and callback data in accordance with Virginia laws and VITA rules/policies</li> </ul>  | Y            |                   |
| R364. | <ul style="list-style-type: none"> <li>● Support for LDAP integration and ‘single sign on’ allowing users to authenticate and be able to access multiple systems/features</li> </ul>   | Y            |                   |
| R365. | <ul style="list-style-type: none"> <li>● PSTN connectivity for users.</li> </ul>   | Y            |                   |
| R366. | <ul style="list-style-type: none"> <li>● Messaging services (i.e., voicemail) including the following:                             <ul style="list-style-type: none"> <li>○ multiple message storage capacity levels</li> <li>○ encryption of message storage</li> <li>○ user-definable password-protected access to all user mailbox features and functions</li> <li>○ multiple greeting types, including schedulable greetings (e.g.,</li> </ul> </li> </ul> | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | standard system greeting; user-recordable standard, after-hours, and vacation greetings) <ul style="list-style-type: none"> <li>○ message waiting notice indicator on/off</li> <li>○ pager notification options</li> <li>○ user-definable “operator-revert” capability</li> <li>○ “envelope” information for all messages</li> <li>○ Unified Messaging, including voice mail message transcription to Email</li> </ul> |              |                   |
| R367. | <ul style="list-style-type: none"> <li>• Instant Messaging and Presence capability, including ‘find me/follow-me functionality.</li> </ul>   | Y            |                   |
| R368. | <ul style="list-style-type: none"> <li>• Toll fraud detection and prevention, including configuration of toll fraud prevention plan to reduce / eliminate the usage of unauthorized calling, monitoring and reporting potential toll fraud, early intervention activities to prevent toll fraud</li> </ul>   | Y            |                   |
| R369. | <ul style="list-style-type: none"> <li>• Investigation of instances of toll fraud and proposals of appropriate action to prevent reoccurrences to VITA</li> </ul>  | Y            |                   |
| R370. | <ul style="list-style-type: none"> <li>• Options for network access, including IP and TDM/PSTN-based access</li> </ul>   | Y            |                   |
| R371. | <ul style="list-style-type: none"> <li>• Supplier's Service shall be available 24/7/365 at all sites.</li> </ul>   | Y            |                   |
| R372. | <b>5.3 Call Detail Recording Services</b>  |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R373. | Supplier shall provide detailed call records for long distance services to support chargeback; and retain all other call records (both local and LD) for reporting and security investigations.   | Y            |                   |
| R374. | Supplier shall provide (and retain, in accordance with VITA Rules) detailed call records for long distance services and any other chargeable services to support chargeback; and provide all other call records (both local and LD).                                  | Y            |                   |
| R375. | Supplier shall provide summary and detail reports for phone usage associated with all voice Services.   | Y            |                   |
| R376. | Supplier shall provide a means for VITA staff, or VITA Customer-assigned staff to obtain current detail information on a given phone set or group of phone sets.  | Y            |                   |
| R377. | <b>5.4 Directory Listing Services</b>   |              |                   |
| R378. | Supplier shall provide coordination and publication of designated Commonwealth numbers to Customers and for inclusion in public directories (e.g., blue pages).   | Y            |                   |
| R379. | <b>5.5 IP Contact Center Services</b>   |              |                   |
| R380. | Supplier shall provide VoIP Inbound calling services and IP Interactive Voice Response (“IP-IVR”) call treatment service including the following capabilities: <ul style="list-style-type: none"> <li>• Time of day routing</li> <li>• Day of week routing</li> </ul> | Y            |                   |

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
|      | <ul style="list-style-type: none"> <li>• Day of year routing</li> <li>• Holiday routing</li> <li>• Percentage allocation routing</li> <li>• Geographic/point of origin routing</li> <li>• Point of call routing</li> <li>• Exchange routing</li> <li>• International toll free service (ITFS)-universal international free number (UIFN) Country Access</li> <li>• County specific access</li> <li>• Tailored call coverage</li> <li>• Extended call coverage</li> <li>• Alternate routing</li> <li>• Super routing</li> <li>• Set routing</li> <li>• Network call redirect (NCR)</li> <li>• In-line overflow</li> <li>• SIP REFER transfers</li> <li>• Network manager (NM), including integrated call tree graphical user interface for customer managed IPIVR network apps</li> </ul> |              |                   |

| Ref# | Requirement   | Comply (Y/N) | Supplier Response |
|------|---|--------------|-------------------|
|      | <ul style="list-style-type: none"> <li>• Traffic Monitoring and Traffic Reporting</li> <li>• Integrated network applications (intelligent call routing and treatment)</li> <li>• Payphone blocking</li> <li>• Mobile blocking</li> <li>• Disconnect message referral</li> <li>• Multi-manager/multi-carrier</li> <li>• National toll free listing</li> <li>• Cross entity routing and billing</li> <li>• Supplemental codes/ID and accounting</li> <li>• Quota routing/ maximum calls allowed/ most available agent/next available agent</li> <li>• Real time ANI((Automatic Number Identification) - (private IP only)</li> <li>• Calling line identification (cli) presentation</li> <li>• Dialed number ID (identification) service (DNIS)</li> <li>• Enhanced dialed number ID service (EDNIS)</li> <li>• Dynamic DNIS (set dynamic user - SDU)</li> <li>• User to user Interface (UUI)</li> <li>• Network event notifications</li> <li>• Basic Calling Party Name calling party name (CNAM)</li> </ul> |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>• Enhanced CNAM</li> <li>• Exception routing</li> <li>• Directory listing</li> <li>• Additional directory listings</li> <li>• Number reservation</li> <li>• Number allocation / assignment</li> <li>• Number portability / porting</li> <li>• Internet Protocol Interactive Voice Response (IPIVR) - standard</li> <li>• IPIVR - premium</li> <li>• Voice Call Back</li> <li>• Intelligent call routing integration</li> <li>• Intelligent call routing gateway</li> <li>• Network Elements / Functionality</li> <li>• Network protocol conversion</li> <li>• Network session border controllers (SBC)</li> <li>• Dynamic codec negotiation</li> </ul> |              |                   |
| R381. | Supplier shall provide both Toll Free and Local call origination types via VoIP Inbound.  | Y            |                   |
| R382. | VoIP Inbound Local Origination calls terminated to non-IP switched access   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | locations will be supported for calls terminated to Customer’s location served by a rate center in the same local calling area as the rate center associated with the dialed VoIP Inbound Local Origination number. All other calls terminated to non-IP switched access locations will not be supported by VoIP Inbound Local Origination. |              |                   |
| R383. | Customer’s VoIP Inbound Local Origination calls to non-IP dedicated access locations or IP locations will be supported  | Y            |                   |
| R384. | Customer’s VoIP Inbound Local Origination calls to non-IP dedicated access locations or IP locations will be supported  | Y            |                   |
| R385. | <b>6.0 Conferencing Services</b>  |              |                   |
| R386. | Supplier shall provide Conferencing Services including Audio Conferencing, Video Conferencing and Web Conferencing.   | Y            |                   |
| R387. | <b>6.1 Audio and Web Conferencing Services</b>  |              |                   |
| R388. | Supplier shall provide toll and toll-free audio conferencing services and end user device-based web conferencing services (accessible, for example, on desktop computers, mobile phones, etc.).   | Y            |                   |
| R389. | <b>6.1.1 Audio Conferencing</b>   |              |                   |
| R390. | Supplier shall provide the following functions: <ul style="list-style-type: none"> <li>• Unattended Conference - allows participants to enter directly into a</li> </ul>  | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
|       | conference bridge without operator assistance by entering a customer/call-specific numeric passcode. If needed, conference leaders should be able to summon the assistance of a moderator.  |              |                   |
| R391. | <ul style="list-style-type: none"> <li>Standard Conference – Advanced reservation type conference that allows for two entry methods: Moderator assisted with announcement as participants are added as well as the ability for the Leader and Participants to log themselves in using numeric passwords.</li> </ul> | Y            |                   |
| R392. | <ul style="list-style-type: none"> <li>Instant Conference – Reservation-less set of ports made available 24/7/365 to VITA users</li> </ul>  | Y            |                   |
| R393. | Leaders and Participants shall be able to join a conference using any telephone (mobile or landline) from any location (domestic, international) 24/7/365.  | Y            |                   |
| R394. | Supplier's Audio Conference service shall support user participation using either toll or toll free voice services.   | Y            |                   |
| R395. | Supplier shall support the following optional features for both Unattended and Standard Conference Types: <ul style="list-style-type: none"> <li>Audio Streaming and Replay</li> </ul>  | Y            |                   |
| R396. | <ul style="list-style-type: none"> <li>Billing Report</li> </ul>  | Y            |                   |
| R397. | <ul style="list-style-type: none"> <li>Communications Line</li> </ul>   | Y            |                   |
| R398. | <ul style="list-style-type: none"> <li>Conference Recording</li> </ul>  | Y            |                   |



| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R399. | <ul style="list-style-type: none"> <li>• Conference Transcription</li> </ul>   | Y            |                   |
| R400. | <ul style="list-style-type: none"> <li>• Ad Hoc Moderator Support</li> </ul>   | Y            |                   |
| R401. | <ul style="list-style-type: none"> <li>• Participant List</li> </ul>   | Y            |                   |
| R402. | <p>For Instant Meeting Service Level, Supplier shall provide the following optional features:</p> <ul style="list-style-type: none"> <li>• Web Moderator – Blast Dial</li> </ul> | Y            |                   |
| R403. | <ul style="list-style-type: none"> <li>• Web Moderator - Dial-Out Initiation (Leader)</li> </ul>   | Y            |                   |
| R404. | <ul style="list-style-type: none"> <li>• Web Moderator - Dial-Out Initiation (Participants):</li> </ul>  | Y            |                   |
| R405. | <ul style="list-style-type: none"> <li>• Web Moderator - Increase Conference Size</li> </ul>   | Y            |                   |
| R406. | <p>Supplier shall provide the following Instant Meeting Replay Features:</p> <ul style="list-style-type: none"> <li>• Fax Back</li> </ul>  | Y            |                   |
| R407. | <ul style="list-style-type: none"> <li>• Index Select</li> </ul>   | Y            |                   |
| R408. | <ul style="list-style-type: none"> <li>• PIN or Passcode</li> </ul>  | Y            |                   |
| R409. | <ul style="list-style-type: none"> <li>• Survey</li> </ul>   | Y            |                   |
| R410. | <ul style="list-style-type: none"> <li>• Voice Response</li> </ul>   | Y            |                   |
| R411. | <b>6.1.2 Web Conferencing</b>  |              |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R412. | Supplier shall provide the following types of web conferences: <ul style="list-style-type: none"> <li>• Collaboration - capability for group collaboration including screen/application sharing, file sharing, whiteboard, IM, audio and video conference capabilities.</li> </ul> | Y            |                   |
| R413. | <ul style="list-style-type: none"> <li>• Training Conference - web conference capability for online training sessions</li> </ul>   | Y            |                   |
| R414. | <ul style="list-style-type: none"> <li>• Event Conference - web conference capability for large scale events</li> </ul>  | Y            |                   |
| R415. | <ul style="list-style-type: none"> <li>• Customer Service Conference - web conference capability for use in customer service applications</li> </ul>   | Y            |                   |
| R416. | Supplier shall support the following Web Conference activation methods: <ul style="list-style-type: none"> <li>• Instant Net Conference</li> </ul>   | Y            |                   |
| R417. | <ul style="list-style-type: none"> <li>• Reserved Net Conference</li> </ul>  | Y            |                   |
| R418. | <b>6.2 Video Conferencing Services</b>   |              |                   |
| R419. | Supplier shall Integrate Customer-provided or Third Party equipment (e.g., bridges) with the enterprise Wide Area Network.   | Y            |                   |
| R420. | Supplier shall provide and support gateways that allow for connectivity to the PSTN and other on-Net VITA users through existing TDM interfaces including Analog, ISDN BRI and ISDN PRI.   | Y            |                   |
| R421. | Supplier shall support the use of all room systems as end points for Web   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | Conferences.   |              |                   |
| R422. | <b>7.0 Contact Center Services / Virtual Contact Center Services (VCC)</b>   |              |                   |
| R423. | Supplier shall provide Contact Center Services for inbound and outbound call handling to Customers as designated by VITA.  | Y            |                   |
| R424. | Supplier shall provide the following capabilities: <ul style="list-style-type: none"> <li>• Contact Center Services for inbound and outbound call handling to Customers as designated by VITA.</li> </ul>  | Y            |                   |
| R425. | <ul style="list-style-type: none"> <li>• Agent Interface</li> </ul>  | Y            |                   |
| R426. | <ul style="list-style-type: none"> <li>• Supervisor Interface</li> </ul>   | Y            |                   |
| R427. | <ul style="list-style-type: none"> <li>• Administrative Interface</li> </ul>   | Y            |                   |
| R428. | <ul style="list-style-type: none"> <li>• Omni Channel capability including support for:                             <ul style="list-style-type: none"> <li>○ Inbound Voice</li> <li>○ Outbound Voice</li> <li>○ Web Chat</li> <li>○ E-mail</li> <li>○ SMS</li> <li>○ Social Media</li> </ul> </li> </ul> | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
| R429. | <ul style="list-style-type: none"> <li>Web Chat</li> </ul>   | Y            |                   |
| R430. | <ul style="list-style-type: none"> <li>Call Back Routing</li> </ul>  | Y            |                   |
| R431. | <ul style="list-style-type: none"> <li>Interactive Voice Response (IVR)</li> </ul>   | Y            |                   |
| R432. | <ul style="list-style-type: none"> <li>Automatic Contact Distributor (ACD)</li> </ul>  | Y            |                   |
| R433. | <ul style="list-style-type: none"> <li>Customer Relationship Management (CRM)</li> </ul>   | Y            |                   |
| R434. | <ul style="list-style-type: none"> <li>e-Learning</li> </ul>   | Y            |                   |
| R435. | <ul style="list-style-type: none"> <li>Quality Management</li> </ul>   | Y            |                   |
| R436. | <ul style="list-style-type: none"> <li>Work Force Management</li> </ul>  | Y            |                   |
| R437. | <ul style="list-style-type: none"> <li>Survey</li> </ul>   | Y            |                   |
| R438. | <ul style="list-style-type: none"> <li>Virtual and Remote Agents</li> </ul>  | Y            |                   |
| R439. | <b>7.1 Call Routing Services</b>   |              |                   |
| R440. | Supplier shall provide Call Routing and other call mapping services as part of Contact Center Services as designated by VITA.  | Y            |                   |
| R441. | Supplier shall provide a variety of multimedia contact options and customer prioritization and intelligent contact routing tools including the following capabilities: | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | <ul style="list-style-type: none"> <li>Automatically answer calls as they arrive in the system; places calls in a holding queue until agents become available; distributes calls to maintain an even level of activity among agents; and provide timely management information about the system's status.</li> </ul> |              |                   |
| R442. | <ul style="list-style-type: none"> <li>Routes using agent skills information.</li> </ul>   | Y            |                   |
| R443. | <ul style="list-style-type: none"> <li>Routes using Time of Day or Day of Week information.</li> </ul>   | Y            |                   |
| R444. | <ul style="list-style-type: none"> <li>Use of call characteristics, data and agent skills to segment, route, and queue toll-free or local calls to any agent regardless of their physical location.</li> </ul>   | Y            |                   |
| R445. | <ul style="list-style-type: none"> <li>Queue and route e-mail to the appropriately skilled agent/agent group, whether on-site or remote.</li> </ul>  | Y            |                   |
| R446. | <ul style="list-style-type: none"> <li>Queue, route, and distribute customer-initiated chat sessions to the agent or specifically skilled agent group.</li> </ul>  | Y            |                   |
| R447. | <ul style="list-style-type: none"> <li>Callback, enabling customers to request an agent callback via the company website or via an IVR prompt.</li> </ul>  | Y            |                   |
| R448. | <ul style="list-style-type: none"> <li>Scripting tools to design routing rules for all media.</li> </ul>   | Y            |                   |
| R449. | <p><b>7.2 Auto Attendant</b></p>   |              |                   |
| R450. | <p>Supplier shall provide automated attendant services, including call queuing, call routing, recording and messaging to designated end users.</p>   | Y            |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R451. | Supplier shall also provide callers with the following capabilities: <ul style="list-style-type: none"> <li>• 'Dial by Name' integration with VITA directory</li> </ul>                   | Y            |                   |
| R452. | <ul style="list-style-type: none"> <li>• Call Forwarding for users that set their phone to 'Out of Office'</li> </ul>   | Y            |                   |
| R453. | <ul style="list-style-type: none"> <li>• Administration interface via web browser or telephone</li> </ul>   | Y            |                   |
| R454. | <b>7.3 Interactive Voice Response (IVR)</b>   |              |                   |
| R455. | Supplier shall provide IVR Services, allowing callers to interact with the Contact Center system via speech or DTMF tones as directed.  | Y            |                   |
| R456. | IVR services shall include the following capabilities: <ul style="list-style-type: none"> <li>• Integration to one CRM solution to support a screen-pop or custom call routing</li> </ul> | Y            |                   |
| R457. | <ul style="list-style-type: none"> <li>• Up to 3 web service "calls" (lookup only)</li> </ul>   | Y            |                   |
| R458. | <ul style="list-style-type: none"> <li>• Data lookup to an internal hosted database table; up to 25 menu options</li> </ul>   | Y            |                   |
| R459. | <b>7.4 Computer Telephony Integration (CTI)</b>   |              |                   |
| R460. | Supplier shall provide CTI Services (e.g. database dips and lookups) and other application interfaces as part of Contact Center Services as designated by VITA.                           | Y            |                   |
| R461. | Supplier's CTI solutions shall support integration with VITA's customer relationship management (CRM) systems through the use of database   | Y            |                   |

| Ref#  | Requirement  | Comply (Y/N) | Supplier Response |
|-------|--|--------------|-------------------|
|       | connections (ODBC) or web services (RESTful and SOAP); providing an immediate screen pop of the caller’s record to the agent when the call begins and memorializing caller activity and other IVR data back into the system of record upon call completion.  |              |                   |
| R462. | Supplier shall provide CTI messaging capability that enables transfer of caller information and agency-specified data between the Supplier and agency-specified systems simultaneously with the associated inbound call. This feature should support the following capabilities: <ul style="list-style-type: none"> <li>• screen pop/splash</li> </ul> | Y            |                   |
| R463. | <ul style="list-style-type: none"> <li>• intelligent call routing</li> </ul>   | Y            |                   |
| R464. | <ul style="list-style-type: none"> <li>• enhanced reporting</li> </ul>   | Y            |                   |
| R465. | <ul style="list-style-type: none"> <li>• third party call control</li> </ul>   | Y            |                   |
| R466. | <ul style="list-style-type: none"> <li>• multi-channel call blending solutions.</li> </ul>   | Y            |                   |
| R467. | <b>8.0 Remote Access Services</b>  |              |                   |
| R468. | Supplier shall provide Remote Access Services for Customers. Remote Access Services provides an authorized End User, sourcing from an un-trusted network, access to VITA Networks or specific VITA internal electronic resources, as well as the network security controls required for such a connection.   | N            | Out of Scope      |
| R469. | <b>8.1 Remote Access Connectivity</b>  |              |                   |

| Ref#  | Requirement   | Comply (Y/N) | Supplier Response |
|-------|---|--------------|-------------------|
| R470. | Supplier shall provide connectivity to designated Authorized Users and Customers that complies with VITA policies and strategic plans.  | N            | Out of Scope      |
| R471. | <b>8.2 Remote Access Control Gateway (ACS) Service</b>  |              |                   |
| R472. | Supplier shall be responsible for providing access control, including the processes, rules and deployment mechanisms which control access to network systems and remote access gateway resources. | N            | Out of Scope      |
| R473. | <b>8.3 Multi-Factor Authentication</b>  |              |                   |
| R474. | Supplier shall provide support for Multi-Factor Authentication in its solutions and processes for the use in Remote Access Services.  | Y            |                   |



Virginia Information Technologies Agency



**Exhibit 2.2**  
**Description of Services**  
**Cross Functional**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|      |   |    |
|------|---|----|
| 1.   | Introduction .....                                      | 6  |
| 1.1. | Service Management Practices .....                      | 7  |
| 1.2. | Main Processes .....                                    | 8  |
| 1.3. | Service Integration .....                               | 11 |
| 1.4. | Service Management Systems .....                        | 13 |
| 2.   | Program Management.....                                 | 15 |
| 2.1. | Program Management Office (PMO).....                    | 15 |
| 2.2. | Project Portfolio Management and Reporting System.....  | 22 |
| 2.3. | Current and Ongoing Projects and Solution Requests..... | 24 |
| 2.4. | On-going Programs .....                                 | 24 |
| 3.   | Service Strategy.....                                   | 26 |
| 3.1. | Strategy Generation and Management .....                | 26 |
| 3.2. | IT Technology Planning .....                            | 29 |
| 3.3. | Financial Management.....                               | 32 |
| 3.4. | Service Portfolio Management .....                      | 35 |
| 3.5. | Demand Management .....                                 | 42 |
| 3.6. | Business Relationship Management.....                   | 44 |
| 4.   | Service Design .....                                    | 47 |
| 4.1. | Solution Design Management.....                         | 48 |

---

|      |  |     |
|------|--|-----|
| 4.2. | Service Catalog Management .....                       | 50  |
| 4.3. | Service Level Management .....                         | 53  |
| 4.4. | Availability Management .....                          | 55  |
| 4.5. | IT Service Continuity Management.....                  | 57  |
| 4.6. | Capacity Management .....                              | 67  |
| 4.7. | Security Management.....                               | 69  |
| 4.8. | Risk Management .....                                  | 82  |
| 5.   | Service Transition.....                                | 88  |
| 5.1. | Change Management.....                                 | 88  |
| 5.2. | Change Evaluation .....                                | 93  |
| 5.3. | Release and Deployment Management .....                | 94  |
| 5.4. | Service Asset and Configuration Management (SACM)..... | 101 |
| 5.5. | Knowledge Management.....                              | 105 |
| 6.   | Service Operation.....                                 | 110 |
| 6.1. | Service Desk .....                                     | 110 |
| 6.2. | Incident Management.....                               | 114 |
| 6.3. | Event Management.....                                  | 120 |
| 6.4. | Problem Management .....                               | 122 |
| 6.5. | Request Management and Fulfillment .....               | 125 |
| 6.6. | Access Management .....                                | 131 |
| 6.7. | Supplier IT Operations .....                           | 134 |
| 7.   | Continual Service Improvement .....                    | 135 |
| 7.1. | Service Review and Reporting .....                     | 135 |

7.2. Process Evaluation and Currency..... 136

7.3. Service Measurement ..... 137

7.4. Improvement Planning ..... 139

7.5. Technical Innovation..... 139

7.6. Technical Currency..... 140

**Examples – Format of Required Responses**

| Ref# | Requirement   | Comply (Y/N) | Supplier Response  |
|------|---|--------------|--|
| R x. | <b>x.0 Enterprise Collaboration Services</b>  |              |  |
| R x. | Enterprise Collaboration Services support the sharing of documents, approval request workflow, and collaboration within and between Agencies.                         |              |  |
| R x. | Install and manage the Enterprise Collaboration Services infrastructure service (e.g., front-end web servers, application servers, search server, database platform). | N            | Install <del>and manage</del> the Enterprise Collaboration Services infrastructure service (e.g., front-end web servers, application servers, search server, database platform). |

Requirements are indicated this in this column.

Supplier should enter a “Y” (Yes) or “N” (No) to indicate if it complies with the requirement as written. Where a cell is shaded under the “Comply (Y/N)”

If Supplier does not comply with a requirement exactly as written, Supplier must enter an “N” in the “Comply (Y/N)” column and copy the original requirement to the “Supplier Response” column. Supplier should make proposed changes to text using “revisions” or some other method to clearly indicate changes to original text. Where Supplier complies with requirements, Supplier should explain its solution completely in the aligned sections in Exhibit 2.3 (Solution) document.

## 1. Introduction

The Multisourcing Service Integrator (MSI) is the single organization in the Information Technology Infrastructure Services Program (ITISP) that is responsible for administration and coordination across all Service Tower Suppliers. The Supplier will work in integration with the MSI and other suppliers and adhere to ITISP Governance to support the seamless delivery of services to VITA and Customers.

This **Exhibit 2.2 (Description of Services – Cross-Functional)** sets forth the cross-functional Services that the Supplier will provide, as of the Commencement Date unless otherwise specified. Further, this Description of Services sets forth the Supplier's obligations to work with MSI to deliver integrated end-to-end Services to VITA and Customers.

The Supplier confirms that unless otherwise specifically stated, it will provide a solution that supports all of the business processes described in this Description of Services and its Exhibits, and that all Services, unless otherwise specifically stated, are included within the Base Charges described in **Exhibit 4 (Pricing and Financial Provisions)**. Accordingly, the Supplier also confirms that Customers will not incur any other charges for the requirements described in this Description of Services.

The Supplier will provide a plan for on-boarding and transition including approach and methodology, necessary staff and skill sets, roles, governance and communication. Detailed guidance is provided in **Exhibit 2.4 (Implementation Plan)**, **Exhibit 2.4.1 (Implementation Milestones)**, and **Exhibit 5 (Personnel and Human Resource Provisions)**.

| Ref# | Requirement  | Comply (Y/N) | Supplier Response |
|------|--|--------------|-------------------|
| R1.  | <b>1.1. Service Management Practices</b>   |              |                   |
| R2.  | <i>The ITISP bases its service management practices on the Information Technology Infrastructure Library (ITIL), which focuses on the Service Management Lifecycle and the linkages between service management components. In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |              |                   |
| R3.  | 1. Align Supplier’s service management practices, which are used to support the Services, to the ITIL framework and guidance as adopted by VITA.   | Y            |                   |
| R4.  | 2. Conform and deliver to a set of processes based on ITIL guidance to enable consistent management of IT services seamlessly across the MSI and among Service Tower Suppliers.  | Y            |                   |
| R5.  | 3. Ensure that processes effectively integrate with the Main Processes, processes, functions and roles deployed within and used by VITA, Customers, the MSI and the other Service Tower Suppliers.   | Y            |                   |
| R6.  | 4. Participate in the design and deployment of processes and procedures to enable the effective monitoring and reporting of the IT services in a multi-supplier environment.   | Y            |                   |
| R7.  | 5. Coordinate the execution of Supplier processes across Customers, other Service Tower Suppliers, Third Party Vendors, and with the MSI in order that all the individual components that make up the IT Services are managed in an end-to-end manner.   | Y            |                   |
| R8.  | 6. Participate in the design and documentation of processes by the MSI to enable consistent, effective and seamless management of all Service Tower Suppliers  | Y            |                   |

|      |   |   |  |
|------|---|---|--|
| R9.  | 7. Document all Supplier processes and procedures in the integrated Service Management Manual (SMM) subject to VITA approval. Refer to <b>Environment Overview Appendix N: Policy and Procedures Manuals Directory</b> for an overview of the existing policies and procedures. | Y |  |
| R10. | 8. Deploy any necessary processes, procedures and controls to provide effective end-to-end management, monitoring and reporting of the Services.  | Y |  |
| R11. | 9. Deploy and integrate any tools and systems necessary to enable such processes, procedures and controls.  | Y |  |
| R12. | 10. Participate in the operational governance entities (e.g. meetings, teams) established by the MSI that are needed to ensure consistent, effective and seamless management of services.   | Y |  |
| R13. | 11. Deploy controls to ensure that the Main Processes are followed across the Supplier delivery of Services.  | Y |  |
| R14. | 12. Comply with VITA Rules for all Commonwealth data and all systems that contain Commonwealth data and metadata.   | Y |  |
| R15. | 13. Conform to changes to VITA Rules for all Commonwealth data and all systems that contain Commonwealth data and metadata.   | Y |  |
| R16. | 14. Support the periodic audit by Third Parties as directed by the MSI, VITA or Customers.  | Y |  |
| R17. | <b>1.2. Main Processes</b>  |   |  |



|      |  |  |  |
|------|--|--|--|
| R18. | <p>The Service Management Lifecycle for ITIL consists of five stages: Service Strategy, Service Design, Service Transition, Service Operation, and Continual Service Improvement. The major sections of this <b>Exhibit 2.2 (Description of Services - Cross Functional)</b> are based on those five stages. Within each of those Service Management Lifecycle stages are Main Processes for which Supplier responsibilities are described in this Description of Services. The stages and Main Processes are listed in the following table:</p> |  |  |
|------|--|--|--|

|      |  |  |                       |  |  |  |
|------|--|--|-----------------------|--|--|--|
| R19. |  | <b>Service Life Cycle Stage</b>            | <b>Main Processes</b> |  |  |  |
|      | <b>Service Strategy</b>                    | Strategy Generation and Management         |                       |  |  |  |
|      |  | Financial Management for IT Services       |                       |  |  |  |
|      |  | Service Portfolio Management               |                       |  |  |  |
|      |  | Demand Management                          |                       |  |  |  |
|      |  | Business Relationship Management           |                       |  |  |  |
|      | <b>Service Design</b>                      | Design Coordination                        |                       |  |  |  |
|      |  | Service Catalog Management                 |                       |  |  |  |
|      |  | Service Level Management                   |                       |  |  |  |
|      |  | Availability Management                    |                       |  |  |  |
|      |  | Capacity Management                        |                       |  |  |  |
|      |  | IT Service Continuity Mgmt.                |                       |  |  |  |
|      |  | Supplier Management                        |                       |  |  |  |
|      |  | Information Security Mgmt.                 |                       |  |  |  |
|      | <b>Service Transition</b>                  | Change Management                          |                       |  |  |  |
|      |  | Release and Deployment Management          |                       |  |  |  |
|      |  | Project Management                         |                       |  |  |  |
|      |  | Service Asset and Configuration Management |                       |  |  |  |
|      |  | Knowledge Management                       |                       |  |  |  |
|      | <b>Service Operation</b>                   | Service Desk                               |                       |  |  |  |
|      |  | Incident Management                        |                       |  |  |  |
|      |  | Event Management                           |                       |  |  |  |
|      |  | Problem Management                         |                       |  |  |  |
|      |  | Request Management and Fulfillment         |                       |  |  |  |
|      |  | Access Management                          |                       |  |  |  |
|      |  | Supplier IT Operations                     |                       |  |  |  |
|      | <b>Continual Service Improvement (CSI)</b> | Service Review and Reporting               |                       |  |  |  |
|      |  | Process Evaluation and Currency            |                       |  |  |  |
|      |  | Service Measurement                        |                       |  |  |  |

| R20. | <b>1.3. Service Integration</b>   |   |  |
|------|---|---|--|
| R21. | <i>For each of the Main Processes, in collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R22. | 1. Execute the processes and procedures to support the Main Processes, such that the objectives, scope and principles of the Main Processes are achieved.   | Y |  |
| R23. | 2. Participate in the definition and documentation of the policies which set the objectives, scope and principles that will ensure the success of the Main Processes, as approved by VITA.  | Y |  |
| R24. | 3. Participate in the development and documentation of processes, sub-processes and procedures for the Main Process with the MSI and another Service Tower Supplier(s), as approved by VITA.  | Y |  |
| R25. | 4. Participate in in the documentation of sub-processes, procedures and desk-level procedures for the Main Process that supports the individual environments within Customers’ environments with the MSI and other Service Tower Supplier(s).   | Y |  |
| R26. | 5. Routinely participate in the verification of the effective compliance with these policies, processes and procedures by the MSI, as well as process maturity assessments.   | Y |  |
| R27. | 6. Establish Operating Level Agreements, and other supporting measures and controls with the MSI, as approved by VITA. In cooperation with the MSI, the Supplier is required to provide a set of actions in the Continual Service Improvements Register on a quarterly basis to establish and improve Operating Level Agreements (OLAs) and other supporting measures and controls with the MSI and other Service Tower Suppliers, as approved by VITA. | Y |  |
| R28. | 7. Where Operating Level Agreements do not exist, proactively work with the MSI, VITA, Customers and Third Party Vendor(s) to deliver to the objectives and overall success.  | Y |  |

|      |   |   |  |
|------|---|---|--|
| R29. | 8. Actively participate in information exchange between and among the Supplier, the MSI, other Service Tower Supplier(s), VITA, Customers, and Third Party Vendor(s) to improve execution of the Main Process.  | Y |  |
| R30. | 9. Validate that the Main Processes provide audit trails that meet all VITA Rules.  | Y |  |
| R31. | 10. Integrate Supplier's Main Process with the Main Processes of the MSI, other Service Tower Supplier(s), Customers, and authorized Third Party Vendor(s), where the processes interact. In cooperation with the MSI, Supplier is required to contribute to a quarterly Single process compliance assessment & Continual Service Improvement Register (CSIR) entries with action plans and report progress towards closure of the Supplier's assigned actions. | Y |  |
| R32. | 11. Integrate Supplier's Main Process with the other Service Management processes as appropriate.   | Y |  |
| R33. | 12. Coordinate Main Process activities across all Supplier functions and organization, and across all subcontractors to Supplier that participate in providing the Services to the Customers.   | Y |  |
| R34. | 13. Communicate and coordinate the Main Process and its associated policies, other processes, sub-processes, and procedures within Supplier's own organization and designated Third Party Vendor(s).  | Y |  |
| R35. | 14. Collaborate with the MSI to develop a plan on a quarterly basis for VITA review and approval to achieve effective training on the Main Processes. The Supplier is required to have all designated personnel participate in the planned training on the Main Processes (e.g., the purpose, activities, policies, procedures, tools, interfaces) for all stakeholders to ensure effective execution of the process.   | Y |  |
| R36. | 15. Provide on-going methods for training Supplier staff, other Service Tower Supplier(s), Customers and designated Third Party vendors on aspects of the Main Processes for which the Supplier is designated as a trainer by the MSI Supplier.   | Y |  |

|      |   |   |  |
|------|---|---|--|
| R37. | 16. Regularly communicate or contribute to guidelines, FAQs and access to appropriate tools to Service Tower Supplier(s), Customers and authorized Third Party vendors to promote and reinforce the appropriate use of the Main Processes for which the Supplier is designated as a trainer by the MSI Supplier, and its supporting policies, other processes, sub-processes and procedures.  | Y |  |
| R38. | <b>1.4. Service Management Systems</b>  |   |  |
| R39. | <p><i>Supplier is required to use or integrate with a system provided by the MSI (e.g., Incident Management System, Change Management System, Configuration Management System and CMDB, etc.). These systems are collectively referred to herein as Service Management Systems (SMS. <b>Exhibit 4.7 (Software Assets)</b> defines the specific MSI toolset.</i></p> <p><i>The table below describes the purpose as defined by VITA to guide the MSI in providing the SMS, of which the Service Tower Suppliers will be users and providers of management information:</i></p> |   |  |
| R40. |   |   |  |
| R41. | <i>For all Service Management Systems, in collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R42. | 1. Compliance with VITA Rules (e.g., Security Standards, Federal and Commonwealth mandates, records retention policies).  | Y |  |
| R43. | 2. Utilize the Service Management System provided by the MSI to meet the objectives for the Main Processes.   | Y |  |
| R44. | 3. Participate in the integration of the MSI’s Service Management Systems with the other systems used by Supplier to meet the objectives of the Main Processes.   | Y |  |
| R45. | 4. Provide all data to the MSI for collection or archive in a format that can be integrated in the Data Warehouse System.   | Y |  |

|      |  |   |  |
|------|--|---|--|
| R46. | 5. Limit access to the Supplier’s systems to the agreed levels (e.g., by business unit) for the type of Users who require access to the system.  | Y |  |
| R47. | 6. Ensure all designated Supplier personnel and authorized Third Party Vendors are trained by the MSI in the use of the Service Management Systems, and trained by the Supplier in the use of the Supplier’s systems.  | Y |  |
| R48. | 7. Support activities to transfer legacy data ensuring that historic data is maintained.   | Y |  |
| R49. | 8. Support efforts to verify the Service Management System contents and correctness of the information contained therein by MSI, Customers, and other designated Third Parties (e.g. auditing organizations). The Supplier is required to contribute to the MSI’s production of a set of actions in the Continual Service Improvements Register for modifications to the systems during and after the Transition plan, and a quarterly release schedule indicating scope, priorities, and schedule performance regarding achieving the improvements. | Y |  |
| R50. | 9. Secure systems that integrate to Service Management Systems and any supporting database(s) such that state data is clearly separated from the data of all other customers of Supplier and the customers of Supplier’s subcontractors or other vendors.  | Y |  |
| R51. | 10. Where Supplier chooses to host those systems outside of a VITA Centralized Data Center or a Customer Data Center, Supplier will provision and maintain all necessary connectivity into the VITA Consolidated Data Center or the Customer Data Center and manage that connectivity to meet the MSI designated performance standards.  | Y |  |
| R52. | <b>1.4.1. Portal</b>   |   |  |

|      |   |   |  |
|------|---|---|--|
| R53. | <p><i>The Portal is a Service Management System that provides STS and Customers with a single contact point. It is the centralized point of access for all Service Management Systems, Documentation and information pertaining to the delivery of services by ITISP Suppliers to VITA and Customers.</i></p> <p><i>The Portal is available 24 hours per day, seven days per week (24x7x365) and accessible by all modern browsers (e.g. IE, Chrome, Firefox, etc.)</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R54. | 1. Utilize and interface with the Portal as directed by the MSI.  | Y |  |
| R55. | 2. Provide for access to additional Supplier systems and tools through the Portal as directed by VITA or the MSI.   | Y |  |
| R56. | 3. Provide data regarding incidents and requests as directed by the MSI.  | Y |  |
| R57. | 4. Provide for access to documents in the Document Data Store including all Customer service reports.   | Y |  |
| R58. | 5. Update information in the Portal in a timely manner as directed by the MSI; establish the frequency of updates for elements and subcomponents of the Portal in the SMM.  | Y |  |
| R59. | <b>2. Program Management</b>  |   |  |
| R60. | <b>2.1. Program Management Office (PMO)</b>   |   |  |

|             |   |          |  |
|-------------|---|----------|--|
| <p>R61.</p> | <p><i>The MSI will establish a Program Management Office (PMO) that manages the portfolio of projects and programs within ITISP, including all projects involving ITISP and any Customer, including:</i></p> <ul style="list-style-type: none"> <li>• <i>Projects elected by a Customer through a Service or Solution Request (e.g., office move, support for Commonwealth IT Projects of Customers)</i></li> <li>• <i>Projects initiated as part of other programs</i></li> <li>• <i>Projects initiated by Supplier (e.g., stand up a new service, major hardware or software upgrades)</i></li> <li>• <i>Projects to onboard a new and/or off-board an existing Supplier</i></li> <li>• <i>Projects to transition Customers to Supplier’s services</i></li> <li>• <i>Development and maintenance of the SMM</i></li> <li>• <i>Oversight for ongoing Programs</i></li> </ul> <p><i>The PMO is an important vehicle for communicating with Customers and ITISP Governance on ITISP activities including cross-project resource contention and dependencies. The PMO will:</i></p> <ul style="list-style-type: none"> <li>• <i>Direct the project activities within the Service Transition Main Process</i></li> <li>• <i>Provide project and program management support for cross-tower projects</i></li> <li>• <i>Provide project and program management support for platform-level projects that impact multiple Customers</i></li> <li>• <i>Maintain and report to VITA and ITISP Governance on the portfolio of projects and programs</i></li> <li>• <i>Provide project and program management support for individual Customer projects as approved by VITA.</i></li> </ul> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |          |  |
| <p>R62.</p> | <p>1. Support the PMO that manages and oversees the ITISP portfolio of approved projects.</p>   | <p>Y</p> |  |



|      |   |   |  |
|------|---|---|--|
| R63. | 2. Adhere to program management and oversight provided by the MSI for all project activities associated with ITISP.   | Y |  |
| R64. | 3. Adhere to the PMO standards defined in the SMM; these standards will be compliant with the Commonwealth Project Management policy and standard as required by VITA and will address, at a minimum: | Y |  |
| R65. | 3.1. Scope definition.  | Y |  |
| R66. | 3.2. Establishing project baselines.  | Y |  |
| R67. | 3.3. Change management.   | Y |  |
| R68. | 3.4. Quality management.  | Y |  |
| R69. | 3.5. Risk and Issue management.   | Y |  |
| R70. | 3.6. Communications management.   | Y |  |
| R71. | 3.7. Organizational change management.  | Y |  |
| R72. | 3.8. Required reporting and reports.  | Y |  |
| R73. | 4. Follow project management best practices consistent with a widely-accepted project management methodology.   | Y |  |
| R74. | 5. Provide direct support to Customer projects under the purview of Commonwealth project management governance, as required and in accordance with the Commonwealth Project Management Standard.      | Y |  |

|      |   |   |  |
|------|---|---|--|
| R75. | 6. Ensure that each individual designated as a Project Manager for Supplier-managed projects meeting certain thresholds defined in the SMM (e.g., risk/complexity assessment, certain minimum dollar value):  | Y |  |
| R76. | 6.1. Holds a Project Management Professional (PMP) certification from the Project Management Institute and attends a one-day Commonwealth Project Manager Orientation training session, or is a Commonwealth Qualified Project Manager.                     | Y |  |
| R77. | 7. Provide support required by the MSI (which will provide project management) for the management of platform level projects, major infrastructure changes and cross tower/vendor projects.   | Y |  |
| R78. | 8. Use the Commonwealth Project Management Standard as a reference and where applicable, apply the standard to projects conducted by the PMO.   | Y |  |
| R79. | 9. As defined in the SMM, align and communicate project activities to the PMO in support of other portfolio, program and project management offices within the Supplier.  | Y |  |
| R80. | 10. Support the MSI in its efforts to coordinate project management activities across all functions, including the MSI, Service Tower Suppliers, Customers and designated Third Party vendors.  | Y |  |
| R81. | 11. In accordance with the SMM, monitor and control all projects and programs for which the Supplier is responsible, including the communication and management of project status, risks, issues, project slippage reporting, project change requests, etc. | Y |  |
| R82. | 12. Adhere to the overall structure for project and portfolio management including resources, policies, processes, and procedures, compliant with VITA Rules and as documented in the SMM.  | Y |  |
| R83. | 13. Use the Service Management System (SMS) Project Portfolio Management and Reporting System to track and manage projects as required by the SMM.  | Y |  |

|      |   |   |  |
|------|---|---|--|
| R84. | 14. Adhere to controls and mechanisms that categorize projects (e.g., complexity, scope, schedule, cost, size) to support overall portfolio and program management compliant with the Commonwealth’s Project Management Policy and Standard as required by the SMM. | Y |  |
| R85. | 15. Provide the information required by the MSI to enable reporting on the project portfolio that will:   | Y |  |
| R86. | 15.1. Provide VITA and Users designated by VITA with a profile of project work and each project’s current status on a monthly basis, as requested; VITA and Users designated by VITA will also have the ability to directly access this information.                | Y |  |
| R87. | 15.2. Support decision making in ITISP Governance bodies and maintain all portfolio-related metrics, dashboards and reports to be communicated to the governance bodies according to cadences established in the SMM.   | Y |  |
| R88. | 15.3. Support MSI activities in Business Relationship Management.   | Y |  |
| R89. | 15.4. Support the identification of resource contention within and across projects and programs, including resources identified by the Customers.   | Y |  |
| R90. | 15.5. Support the identification and tracking of cross-project dependencies within ITISP and with Customers.  | Y |  |
| R91. | 16. Use the common data store for artifacts (e.g., design artifacts, requirement validation, approvals, lessons learned, related planning documents), established by the MSI and associated with projects, programs and portfolio management.                       | Y |  |
| R92. | 17. Documents that support Service Operations will be in the Document Data Store as defined in Knowledge Management.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R93.  | 18. Provide project resources to a project resource pool comprised of the MSI and Supplier resources needed to staff projects within the purview of the PMO.   | Y |  |
| R94.  | 19. Utilize the tool defined by the MSI for resource tracking against projects to ensure that information is available for demand management, project pool tracking and project success.   | Y |  |
| R95.  | 20. Assist the MSI as required to enable resource forecasting against projects and expected demand for projects.   | Y |  |
| R96.  | 21. Assist the MSI as required to enable “what-if” resource scenarios to support portfolio prioritization by ITISP Governance.   | Y |  |
| R97.  | 22. Participate in the escalation process established by the MSI to encourage resolution of issues and risks between Suppliers before escalating to VITA.  | Y |  |
| R98.  | 23. Assist the MSI as required to enable trend analyses on the volume and nature of projects to identify areas for improvement, and reporting on the trends and improvements to Customers and Suppliers on at least a quarterly basis. | Y |  |
| R99.  | 24. Assist the MSI as required to enable regular project reviews to identify recurring problem areas and initiate Problem Management as required to address those areas.   | Y |  |
| R100. | 25. Actively support and participate as required in Customer quality controls (e.g., IV&V or Steering Committee reviews).  | Y |  |
| R101. | 26. In support of Service Transition:  |   |  |
| R102. | 26.1. Assist the MSI in proposal creation.   | Y |  |

|       |         |   |   |  |
|-------|---------|---|---|--|
| R103. | 26.2.   | Provide proposals and plans to the MSI in a consistent format as defined in the SMM and including:  | Y |  |
| R104. | 26.2.1. | The business requirements for the work and the deliverable(s) desired.  | Y |  |
| R105. | 26.2.2. | The functional and/or technical approach and solution.  | Y |  |
| R106. | 26.2.3. | The initiator of the proposed project (either a User designated by VITA or Supplier).   | Y |  |
| R107. | 26.2.4. | The total number and type(s) of FTEs required for the project.  | Y |  |
| R108. | 26.2.5. | A description of any Equipment, Software, or other materials required for the project and ongoing support.  | Y |  |
| R109. | 26.2.6. | The duration of the project, the total elapsed time to complete the project, the projected delivery date, and any time constraints or material assumptions.   | Y |  |
| R110. | 26.2.7. | Expected high level milestones and key tasks.   | Y |  |
| R111. | 26.2.8. | The total cost of the project (including fees paid to Supplier as well as any Retained Expenses), the timing of any payment(s), and whether the cost is included in the Base Charges.   | Y |  |
| R112. | 26.2.9. | The ongoing annual cost of the project post-implementation (including fees paid to Supplier as well as any Retained Expenses and Pass-Through Charges), the timing of any payment(s), and whether the cost is included in the Base Charges. | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R113. | 26.2.10. Any other material assumptions, including but not limited to risks, mitigation plans, dependencies, costs and/or any other item related to the project, including any support required from Customers or Third Party Vendor(s).   | Y |  |
| R114. | 26.2.11. Any other provisions necessary to describe the work needed.   | Y |  |
| R115. | 27. On the Service Commencement Date, at no additional charge to the Commonwealth, Supplier shall assume responsibility for continuing the development, implementation and support of all Current Projects (see <b>Exhibit 2.6 (Current and Planned Projects)</b> ) without material interruption and either: (i) in accordance with then current written Commonwealth plans for such Current Projects, if such plans exist and have been furnished to Supplier, or (ii) if no such written plans have been furnished to Supplier, as such Current Projects are being performed as of the Service Commencement Date. | Y |  |
| R116. | 28. Within ninety (90) days after the Service Commencement Date, Supplier shall provide the Commonwealth and the MSI with a written evaluation and assessment of the status of all Current Projects known to Supplier.   | Y |  |
| R117. | <b>2.2. Project Portfolio Management and Reporting System</b>  |   |  |
| R118. | <i>The Project Portfolio Management and Reporting System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R119. | 1. Ensure that all project data related to the Services resides in the Project Portfolio Management and Reporting System.  | Y |  |
| R120. | 2. Utilize a Project Portfolio Management and Reporting System provided by the MSI that will serve as the single source of information regarding all projects for ITISP Services amongst MSI, Service Tower Suppliers and designated Third Party Vendors.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R121. | 3. Ensure project data is supplied to support MSI analysis of project elements across different projects and report to Customers on variances in projected costs and timelines.            | Y |  |
| R122. | 4. Ensure project data supports MSI forecasting for project resource utilization in support of Demand Management and Service Portfolio Management.   | Y |  |
| R123. | 5. Ensure project data supports the tracking of issues and risks related to a project, program and/or portfolio of projects.   | Y |  |
| R124. | 6. Ensure project data supports tracking costs and schedules within and across different projects within the portfolio.  | Y |  |
| R125. | 7. Maintain the relationships between tasks within a project and between projects within the portfolio.  | Y |  |
| R126. | 8. Ensure project data supports resource rationalization across different projects, programs, service towers and recipients of services.   | Y |  |
| R127. | 9. Ensure project data supports tracking and discovering dependencies across different projects within the portfolio.  | Y |  |
| R128. | 10. Ensure project data supports MSI development of “what if” scenarios to support prioritization.   | Y |  |
| R129. | 11. Ensure project data supports MSI analysis of project elements across different projects and reporting to ITISP Governance and Customers on variances in projected costs and timelines. | Y |  |
| R130. | 12. Ensure project data aligns with the COV Project Management Standard and project management process as required by the SMM  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R131. | <b>2.3. Current and Ongoing Projects and Solution Requests</b>  |   |  |
| R132. | <p><i>A list of the major Current and Ongoing Projects are set forth in <b>Exhibit 2.6 (Current and Planned Projects)</b>.</i></p> <p><i>As of the Commencement Date, VITA will have the right to update the projects and in process solution requests listed in <b>Exhibit 2.6 (Current and Planned Projects)</b> to include any additions to and deletions from such list, which have occurred in the ordinary course of business prior to the Effective Date.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R133. | 1. As requested by the MSI or Customers, complete all Ongoing Projects in accordance with the following:  | Y |  |
| R134. | 1.1. Project management and development practices as defined in the SMM.  | Y |  |
| R135. | 1.2. Established Change management procedures to address any changes in scope, requirements, schedules, or cost.  | Y |  |
| R136. | 2. As requested by the MSI or Customers, complete all Ongoing Solution Requests in accordance with the following:   | Y |  |
| R137. | 2.1. Solution Request process and proposal processes as defined in the SMM.   | Y |  |
| R138. | 2.2. Project change management procedures to address any changes in scope, requirements, schedules, or cost as defined in the SMM.  | Y |  |
| R139. | <b>2.4. On-going Programs</b>   |   |  |



| R140.                              | <p><i>On-Going Programs own the sponsorship and completion of periodic projects that, while not part of day-to-day operations, are critical to accomplish. All operations have some set of recurring projects. These are often monitored by a part of operations and when the time comes near they kick off an appropriate project. The establishment of On-Going Programs by the MSI ensures that the activity is actually initiated and accomplished in the timeframe contemplated (i.e., that the activity is not inappropriately delayed in the face of other operational issues.)</i></p> <p><i>The periodic activities that are identified as On-Going Programs are:</i></p>  |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
|------------------------------------|---|------------------|-------------------|------------------------------------|--|---------------------|----------------------------|----------------|------------------------------|--------------------------------|---------------------------|------------------|-------------------------|-------------------------|---------------------|-------------------------------|---|--|--|
| R141.                              | <table border="1" data-bbox="304 505 1461 967"> <thead> <tr> <th data-bbox="304 505 781 553">On-Going Program</th> <th data-bbox="781 505 1461 553">Reference section</th> </tr> </thead> <tbody> <tr> <td data-bbox="304 553 781 643">Service Management Manual Currency</td> <td data-bbox="781 553 1461 643">1.1 Service Management Practices<br/>7.2.1 Service Management Manual (SMM) Currency</td> </tr> <tr> <td data-bbox="304 643 781 691">Technology Planning</td> <td data-bbox="781 643 1461 691">3.2 IT Technology Planning</td> </tr> <tr> <td data-bbox="304 691 781 740">ITISP Measures</td> <td data-bbox="781 691 1461 740">4.3 Service Level Management</td> </tr> <tr> <td data-bbox="304 740 781 789">Disaster Recovery Preparedness</td> <td data-bbox="781 740 1461 789">4.5 IT Service Continuity</td> </tr> <tr> <td data-bbox="304 789 781 837">Security Program</td> <td data-bbox="781 789 1461 837">4.7 Security Management</td> </tr> <tr> <td data-bbox="304 837 781 886">Risk Management Program</td> <td data-bbox="781 837 1461 886">4.8 Risk Management</td> </tr> <tr> <td data-bbox="304 886 781 967">Refresh and Software Currency</td> <td data-bbox="781 886 1461 967">7.0 Continual Service Improvement<br/>Technical Currency</td> </tr> </tbody> </table> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> | On-Going Program | Reference section | Service Management Manual Currency | 1.1 Service Management Practices<br>7.2.1 Service Management Manual (SMM) Currency | Technology Planning | 3.2 IT Technology Planning | ITISP Measures | 4.3 Service Level Management | Disaster Recovery Preparedness | 4.5 IT Service Continuity | Security Program | 4.7 Security Management | Risk Management Program | 4.8 Risk Management | Refresh and Software Currency | 7.0 Continual Service Improvement<br>Technical Currency |  |  |
| On-Going Program                   | Reference section   |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Service Management Manual Currency | 1.1 Service Management Practices<br>7.2.1 Service Management Manual (SMM) Currency  |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Technology Planning                | 3.2 IT Technology Planning  |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| ITISP Measures                     | 4.3 Service Level Management  |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Disaster Recovery Preparedness     | 4.5 IT Service Continuity   |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Security Program                   | 4.7 Security Management   |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Risk Management Program            | 4.8 Risk Management   |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| Refresh and Software Currency      | 7.0 Continual Service Improvement<br>Technical Currency   |                  |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| R142.                              | <p>1. Support the MSI with On-Going Programs in compliance with the requirements of the Main Processes and processes developed and documented in the SMM.</p>   | Y                |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| R143.                              | <p>2. Track Supplier-assigned On-Going Programs activities, deliverables and milestones using the Project Portfolio Management and Reporting system.</p>  | Y                |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |
| R144.                              | <p>3. Ensure that Supplier-assigned deliverables and plans are appropriately tracked according to established processes and VITA Rules.</p>   | Y                |                   |                                    |  |                     |                            |                |                              |                                |                           |                  |                         |                         |                     |                               |   |  |  |

|       |  |   |  |
|-------|--|---|--|
| R145. | 4. Support the MSI in managing ITISP issues and risks and collaborate to address issues and risks across MSI, Service Tower Suppliers and Customer organizations.  | Y |  |
| R146. | 5. Participate, as required by the MSI, in governance of On-Going Programs.  | Y |  |
| R147. | 6. Participate in any additional On-Going Programs at the direction of the MSI.  | Y |  |
| R148. | <b>3. Service Strategy</b>   |   |  |
| R149. | <p><i>Service Strategy defines the high-level approach to offering services to Customers; it drives service offerings and envisions future service offerings. In collaboration with, and coordinated through the MSI, the Supplier will undertake Service Strategy processes in order to support VITA and Customers in taking a long-term view of the business value of the Tower Services.</i></p> <p><i>The Service Strategy Main Processes described in this section are as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Strategy Generation and Management</i></li> <li>• <i>Financial Management for IT Services</i></li> <li>• <i>Service Portfolio Management</i></li> <li>• <i>Demand Management</i></li> <li>• <i>Business Relationship Management</i></li> </ul> |   |  |
| R150. | <b>3.1. Strategy Generation and Management</b>   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R151. | <p><i>Supplier will support and participate in the development of an integrated IT Service Strategy with the MSI. The integrated IT Service Strategy will be managed by the MSI, with the participation of all Service Towers, in support of the Commonwealth IT Strategic Plan and the Commonwealth Technology Business Plan. The MSI will incorporate input from VITA, Customers, and Service Towers in accordance with the ITISP Governance processes set forth in <b>Exhibit 1 (Integrated Services Platform)</b>.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R152. | <p>1. Participate in the MSI’s process for the creation and maintenance of the integrated IT Service Strategy.</p>   | Y |  |
| R153. | <p>2. Participate in the MSI’s strategic assessments, which will be conducted at least annually.</p>   | Y |  |
| R154. | <p>3. As requested by the MSI, assist with the MSI’s surveys of Customers. These surveys will take place at least annually and will serve to understand, develop, and confirm the future business and IT requirements of the Commonwealth.</p>   | Y |  |
| R155. | <p>4. Project future volume, technology, and other changes that could impact the MSI, other Service Towers Suppliers or Customers.</p>   | Y |  |
| R156. | <p>5. Proactively identify strategies and approaches for future IT delivery that Supplier believes will provide Customers increased efficiency, performance, or cost savings.</p>  | Y |  |
| R157. | <p>6. Identify potential candidates for new technology or the automation of tasks associated with the business processes of Customers, the MSI, or other Service Tower Suppliers.</p>  | Y |  |
| R158. | <p>7. Proactively submit proposals regarding new technology and automation to the MSI and VITA for review and approval in accordance with the SMM.</p>   | Y |  |
| R159. | <p>8. Proactively seek to and plan for automation of manual tasks associated with the Services.</p>  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R160. | 9. Support Customers, the MSI and other Service Tower Suppliers in the proposal and presentation of changes in technology product and service offerings.  | Y |  |
| R161. | 10. Participate in and encourage active cross-functional, cross-group, and cross-location coordination and communication related to technology changes and automation.  | Y |  |
| R162. | 11. Participate with the MSI in the development of Equipment and Software architecture and standards, subject to VITA and ITISP governance approval, and participate in continuously keeping VITA and Customers' technical architectures current. | Y |  |
| R163. | 12. Facilitate appropriate access to specialists within Supplier's broader organization, as needed, to assist the MSI, VITA and Customers in developing and updating the plans.   | Y |  |
| R164. | 13. Identify, and report to the MSI, industry and technological trends that may impact the MSI, VITA and Customers' plans.  | Y |  |
| R165. | 14. Identify and track regulatory issues and changes that may impact the Customers' technology services provided by Supplier.   | Y |  |
| R166. | 15. Gather and incorporate the data and lessons learned from the operating environment that may impact the MSI, VITA and Customers' plans and report to the MSI.  | Y |  |
| R167. | 16. Provide resource consumption data to the MSI to support trend analysis to project future demand that may impact VITA and Customers' plans.  | Y |  |
| R168. | 17. Cooperate with the MSI, VITA and Customers in researching and implementing automated tools to improve Service Levels or performance of the computing environment.   | Y |  |
| R169. | 18. Ensure that tool selections are in accordance with VITA and Customers' standards and technical architectures.   | Y |  |

| R170. | <b>3.2. IT Technology Planning</b>   |   |  |
|-------|--|---|--|
| R171. | <p><i>Technology Planning will be an On-Going Program. This program produces the Technology Plan, the technology implementation plan, and conducts an annual technology planning event. Refer to <b>Environment Overview Appendix E: Technology Roadmap</b> for information on the current technology landscape and scope of the technology footprint.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R172. | <p>1. Participate in the development and annual revision of the long-range, comprehensive Technology Plan with consideration given to Customers’ information technology systems, processes, technical architecture and standards.</p>  | Y |  |
| R173. | <p>2. Participate in the process of soliciting input from VITA and Customers related to future technology needs and assist with incorporating these needs into the Technology Plan, as requested by MSI.</p>   | Y |  |
| R174. | <p>2.1. The Technology Plan will be developed on an annual basis, and will include a rolling three (3) year projection of anticipated changes (subject to VITA business and planning requirements). Supplier will contribute to the plan.</p>  | Y |  |
| R175. | <p>2.2. Participate in the aggregation of technical planning information by the MSI as directed by the MSI and in accordance with the SMM.</p>   | Y |  |
| R176. | <p>3. Provide linkage with technology currency requirements that align with technology refresh plans (e.g. software version migrations).</p>   | Y |  |
| R177. | <p>4. Support the MSI in the development of an implementation plan with scope, timing, risks and cost impacts for VITA and Customers.</p>  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R178. | 4.1. The implementation plan will be developed on an annual basis and reflect the Technology Plan.  | Y |  |
| R179. | 4.2. Propose specific, short-term steps and schedules for projects or changes expected to occur within the first twelve (12) months of the implementation plan.   | Y |  |
| R180. | 5. Participate in an annual planning event to coordinate input from Customers on evolving business needs in their environment.  | Y |  |
| R181. | 6. Track and report to the MSI and VITA on new technology advances and technology evolutions applicable to the Managed Environment or Services specifying any technical benefits and cost savings that may be achieved by the MSI, VITA or the Customers. | Y |  |
| R182. | 6.1. Actively participate in the MSI’s process of coordinating and consolidating information on potential technology advances applicable to the Services.   | Y |  |
| R183. | 6.2. Participate in twice-annual briefings to VITA and Customers as requested by MSI.   | Y |  |
| R184. | 7. Identify, evaluate and track opportunities for efficiency in the delivery of Services that Supplier has observed in the course of delivering the Services.   | Y |  |
| R185. | 7.1. Actively participate with the MSI’s process of coordinating and consolidating potential efficiency opportunities.  | Y |  |
| R186. | 7.2. Participate in the semi-annual evaluation of efficiency opportunities with VITA and Customers as requested by the MSI.   | Y |  |
| R187. | 8. Support the Main Process of Service Design, including:   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R188. | 8.1. Create and regularly update the description of the minimum Equipment and Software requirements and any specific Equipment and Software that are designated for standard use within ITISP (the “Standard Services”). Updates will occur in accordance with the processes defined in the SMM or at other times if requested by the MSI or VITA. | Y |  |
| R189. | 8.2. Provide architecture and guidance to Service Design activities on standards that are within the Technology Plan.  | Y |  |
| R190. | 8.3. Provide guidance to solution architects working within Service Design on standards that are within the Technology Plan, as directed by the MSI.   | Y |  |
| R191. | 9. Support the On-Going Program of technical currency, including:  | Y |  |
| R192. | 9.1. Maintain Software currency and Refresh for all systems and Software related to the delivery of the Services, in compliance with the requirements of <b>Exhibit 4 (Pricing and Financial Provisions)</b> and in conjunction in accordance with the SMM.  | Y |  |
| R193. | 9.2. Establish which particular Software releases and system platforms are not current (i.e., which are approaching end-of-life, which are going out of support, and which have been released and should be considered current).   | Y |  |
| R194. | 9.3. Monitor end-of-life hardware (including underlying drivers and firmware) and Software resident in the Managed Environment and ensure proper notification is provided to the MSI, VITA, Customers and Third Party Vendors regarding support and Software currency plans.   | Y |  |
| R195. | 9.4. Provide plans for remediating any hardware or software that have reached end-of-life or are otherwise unsupported.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R196. | 9.5. Provide reports of upcoming Software releases, Software renewals and end-of-support notices to the MSI, as upcoming events are identified.  | Y |  |
| R197. | 9.6. Provide guidance to solution architects working within Service Design on the definitions that are within the Technology Plan.   | Y |  |
| R198. | 9.7. Escalate to the MSI where changes to the definitions of Software currency and Refresh will cause financial impacts to the Charges, costs of Standard Services, costs of solutions, the cost of the renewal of retained Software or otherwise unforeseen changes to costs.   | Y |  |
| R199. | 9.8. Support Software under Supplier’s operational responsibility and evaluate both the benefit and compatibility of new software releases consistent with VITA’s current architecture and business requirements with the intent of providing the most current generally-available version, subject to Supplier’s certification and its providing reasonable business or technical benefit to VITA relative to the risks, unless otherwise directed by VITA. | Y |  |
| R200. | 9.9. Support Supplier certified release N-1 and earlier versions of the Software as directed by VITA and or ITISP Governance.  | Y |  |
| R201. | 9.10. Provide support for all applicable Enterprise Software versions and release levels that exist as of the Effective Date until otherwise mutually agreed upon by the Parties.  | Y |  |
| R202. | <b>3.3. Financial Management</b>   |   |  |



|       |  |   |  |
|-------|--|---|--|
| R203. | <p><i>Supplier will provide Financial Management for IT Services as described in this Description of Services and as set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b>. Financial Management covers the function and processes responsible for managing all the MSIs’ budgeting, accounting and charging requirements associated with the delivery of the Services. Proper IT Financial Management will provide cost-effective stewardship of the IT assets and the financial resources used in providing IT Services, enabling the dissemination of information to feed critical decisions and activities.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R204. | 1. Cost-effective management of all resources used in providing the Services.  | Y |  |
| R205. | 2. Management and reporting of the consumption of chargeable resources used in the provision of the Services to meet demand forecasts and to achieve maximum value from these resources for Customers.   | Y |  |
| R206. | 3. Provision of financial management for both procurement and Project management services as described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  | Y |  |
| R207. | 4. Contributing to the long term understanding of the business value of the Services to Customer businesses by reporting on the volumes and resource units consumed on frequency defined in the SMM (at least monthly).  | Y |  |
| R208. | 5. Invoice validation as a function of assets in the CMDB, orders and decommissioning placed throughout the month, and other factor which would change the volumes or charges on the invoice.  | Y |  |
| R209. | 6. Utilize the unified system(s) that will track and show assets through their full life cycle, including ordering, provisioning, billing, decommissioning, etc.   | Y |  |
| R210. | <b>3.3.1. Chargeback and Utilization Tracking System</b>   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R211. | <i>The Chargeback and Utilization Tracking System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R212. | 1. Interface with the MSI’s Chargeback and Utilization Tracking System (the “Chargeback System”) that will serve as the single source of information regarding all IT Financial information for Supplier Services and designated Third Party Vendors and VITA’s Telecom Expense (Management) and Billing System (TEBS), as directed by VITA. | Y |  |
| R213. | <b>3.3.2. Chargeback Invoice Consolidation</b>   |   |  |
| R214. | 1. Provide the MSI and VITA with detailed monthly data that accounts for Supplier and designated Third Party Vendors Charges; and that includes detail to identify all projects and assets billed. Submission of this data will follow process and format defined in the SMM.  | Y |  |
| R215. | 2. Provide the MSI information and insight that identifies significant variances from expected volumes (as driven by historical volumes, seasonal patterns, known projects, etc.)  | Y |  |
| R216. | 3. Actively participate with the MSI in the invoice validation process to identify anomalies based on VITA approved variance thresholds, prior to the release of the Customers chargeback invoices.  | Y |  |
| R217. | 4. Provide confirmation to the MSI on amounts received from VITA and any outstanding balance that are not paid with sufficient detail to confirm the unpaid balances.  | Y |  |
| R218. | <b>3.3.3. Invoice Dispute Processing</b>   |   |  |
| R219. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R220. | 1. Participate with the MSI in the management of Customers invoice disputes.   | Y |  |
| R221. | 2. Research and review invoice disputes for completeness and supporting data accuracy and, when necessary, request clarifying data from the MSI.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R222. | 3. Allow VITA or VITA-designated organization to monitor, audit and validate invoice dispute process on an ongoing basis.   | Y |  |
| R223. | 4. Provide a process for escalating to Supplier’s management incidents of invoice disputes not resolved within the time frames established in the SMM.  | Y |  |
| R224. | <b>3.4. Service Portfolio Management</b>  |   |  |
| R225. | <i>Service Portfolio Management ensures that Customers have the optimum mix of services to meet required business outcomes at an appropriate level of investment. This involves assisting Customers in proactive management of the investment across the service lifecycle, including those new or changing services in the concept, design and transition pipeline, as well as live services defined in the various Service Catalog and those services that are retired or in the process of being retired. Refer to <b>Environment Overview Appendix 1a: Service Catalog</b> for an overview of existing Catalog. In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R226. | 1. Conduct and maintain an inventory of operational services for inclusion in the MSI Service Catalog, proposed services (service pipeline), and decommissioned service (retired) offered by the Supplier.  | Y |  |
| R227. | 2. Ensure that the Supplier provided services in the Service Catalog are accurately described and up-to-date in accordance with the SMM processes and standards.  | Y |  |
| R228. | 3. Each service provided by the Supplier in the service portfolio should include at least the following attributes:   | Y |  |
| R229. | 3.1. Service name and description.  | Y |  |
| R230. | 3.2. Service goals and objectives.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R231. | 3.3. Service scope (in terms of the market, location, customers, etc.) | Y |  |
| R232. | 3.4. Assumptions.  | Y |  |
| R233. | 3.5. Service status (active, proposed, or retired).                    | Y |  |
| R234. | 3.6. Service type.   | Y |  |
| R235. | 3.7. Customer details.   | Y |  |
| R236. | 3.8. Desired business value (utility and warranty).                    | Y |  |
| R237. | 3.9. Business processes supported by the service.                      | Y |  |
| R238. | 3.10. Cost and pricing.  | Y |  |
| R239. | 3.11. Dependencies (in terms of required resources and capabilities).  | Y |  |
| R240. | 3.12. Value proposition.   | Y |  |
| R241. | 3.13. ROI.   | Y |  |
| R242. | 3.14. Priority.  | Y |  |
| R243. | 3.15. VITA approved service request fulfillment timeline.              | Y |  |
| R244. | 3.16. Risks and business impact.                                       | Y |  |

|       |       |   |   |  |
|-------|-------|---|---|--|
| R245. | 3.17. | Business case (cost-benefit analysis).  | Y |  |
| R246. | 3.18. | Offerings and packages.   | Y |  |
| R247. | 4.    | Identify and validate all services provided by the Supplier that are proposed (new services) and operational (existing services) are accurately documented in the Service Portfolio system.                                   | Y |  |
| R248. | 5.    | Participate, as requested by the MSI, in the MSI's process of reviewing existing Services, which is conducted to determine if existing services still meet the objectives and if they are still appropriate for the strategy. | Y |  |
| R249. | 6.    | Participate, as requested by the MSI, in the MSI's process of coordinating and reporting potential improvements to the Service Portfolio.   | Y |  |
| R250. | 7.    | Participate in Customer surveys concerning potential improvements and existing deficits and incorporate into process, as requested by MSI and in accordance with the SMM.   | Y |  |
| R251. | 8.    | Work with the MSI, other Service Towers Suppliers, VITA and Customers to gather information related to requests for new services and for significant changes to existing services.  | Y |  |
| R252. | 9.    | Work with the MSI to provide proposals for requested new or changed services within the time limits identified in the SMM.  | Y |  |
| R253. | 10.   | Report to the MSI all Supplier-provided Service updates, additions, and other changes, in accordance with the SMM.  | Y |  |
| R254. | 11.   | Provide for management of life-cycle information to support the other areas of Service Delivery (e.g., Service Design, Refresh, Technology Planning) as directed by the MSI.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R255. | <b>3.4.1. New and Changed Service Introduction</b>  |   |  |
| R256. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R257. | 1. Participate in the MSI’s process for addressing new and changed Services. New and changed Service opportunity identification may originate from:   | Y |  |
| R258. | 1.1. Strategy management for IT Services.   | Y |  |
| R259. | 1.2. Customers and governance organizations.  | Y |  |
| R260. | 1.3. Continual Service Improvement activities.  | Y |  |
| R261. | 1.4. Other service management processes (e.g., capacity management, availability management, IT service continuity management).   | Y |  |
| R262. | 2. New Services will be introduced by a New Service proposal to the MSI and VITA and will be approved in accordance with ITISP Governance and the SMM.  | Y |  |
| R263. | 2.1. In the event of New Services that involve multiple Service Tower Suppliers, each Service Tower Supplier will work with the MSI and the other Service Tower Suppliers to provide all necessary information so that the MSI can make a comprehensive proposal to VITA. | Y |  |
| R264. | 3. New Service proposals are at no additional charge to the MSI, VITA or Customers.   | Y |  |
| R265. | 4. New Services proposals will include, among other things, the following at a level of detail sufficient to permit VITA to make an informed business decision:   |   |  |
| R266. | 4.1. Business purpose and value in a business case document.  | Y |  |

|       |       |   |   |  |
|-------|-------|---|---|--|
| R267. | 4.2.  | Target Customer base and expected demand.   | Y |  |
| R268. | 4.3.  | Service model- high level view of all of the components of a service and how they fit together. A service model may be a list or diagram of items that will be needed in order to be able to deliver a service. | Y |  |
| R269. | 4.4.  | Project plan.   | Y |  |
| R270. | 4.5.  | Fixed price or price estimate for the New Service with detailed breakdown of such price or estimate.  | Y |  |
| R271. | 4.6.  | Description of the service levels to be associated with such New Service.   | Y |  |
| R272. | 4.7.  | Schedule for commencing and completing the New Service.   | Y |  |
| R273. | 4.8.  | Description of the new hardware or software to be provided by Supplier in connection with the New Service.  | Y |  |
| R274. | 4.9.  | Description of the software, hardware and other resources, including Resource Unit utilization, necessary to provide the New Service.   | Y |  |
| R275. | 4.10. | Any additional facilities or labor resources to be provided by VITA or the Customers in connection with the proposed New Service.   | Y |  |
| R276. | 4.11. | Any risks associated with the New Service or the integration of the New Service into the existing environment.  | Y |  |
| R277. | 5.    | Act reasonably and in good faith in formulating such New Service proposal.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R278. | 6. Identify potential means of reducing the cost to the Commonwealth, including utilizing subcontractors to the extent appropriate.   | Y |  |
| R279. | 7. Ensure that New Service proposals are no less favorable to VITA than the pricing for comparable Services.  | Y |  |
| R280. | 8. Ensure that New Service proposals take into account the existing and future volume of business between VITA and Supplier.  | Y |  |
| R281. | 9. VITA may require Supplier to engage (as Supplier's subcontractor) a Third-Party Vendor approved or selected by VITA to provide such services, subject to Supplier's approval of such subcontractors.                                 | Y |  |
| R282. | 10. VITA may elect to solicit and receive bids from Third Party Vendors to perform any New Services; where VITA elects to use Third Party Vendors to perform New Services:  | Y |  |
| R283. | 10.1. Supplier will cooperate with such Third-Party Vendors for the implementation and management of the services provided by the Third Party.  | Y |  |
| R284. | 10.2. Supplier will facilitate the integration of the Third-Party services into the service management delivery of the ITISP, which may be subject to appropriate charges for such integration.   | Y |  |
| R285. | 11. New Service proposals will not be for evolution and modification of the Services. Services identified in the Technology Plan as needing refresh or updates are not to be construed as new.  | Y |  |
| R286. | 12. Promptly inform VITA of requests for New Services from Customers and submit any New Service proposals to VITA and the MSI in accordance with the <b>Exhibit 1 (Integrated Services Platform)</b> and the Service Management Manual. | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R287. | 13. Provide no New Services, or portion of a New Service, to VITA, Users, or Customers without the prior approval of VITA and in accordance with the SMM and ITISP Governance, and the prior knowledge of the MSI.  | Y |  |
| R288. | 14. Requests for changes to existing Services will follow the Change Management processes and procedures defined in the SMM.  | Y |  |
| R289. | <b>3.4.2. New Customer Introduction, Acquisitions and Mergers</b>   |   |  |
| R290. | <i>From time to time, Customers are required to add or divest businesses units (usually called “agencies”) or parts of business units, merge or split business units, or otherwise reorganize its business units. In collaboration with, and coordinated through the MSI, Supplier will perform certain functions at the request of VITA and Customers to support such activities.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R291. | 1. Assist the MSI and VITA in planning, preparing and implementing any transition or changes related to the Services as a result of business additions, mergers or other reorganization (e.g., divestiture, acquisition, consolidation, relocation).  | Y |  |
| R292. | 2. Assist the MSI and VITA in the project to manage the change in gubernatorial administration.   | Y |  |
| R293. | 3. Coordinate with the MSI, VITA and Customers on performing analysis and reporting on financial impacts of proposed business additions, mergers and other reorganizations.   | Y |  |
| R294. | 4. Perform all required changes to support the Services associated with business additions, mergers and other reorganizations.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R295. | 5. Ensure all required changes related to business additions, mergers and other reorganizations are completed in accordance with the SMM. This may include changes to infrastructure (e.g., equipment repossession), physical and logical security, Service Management Systems, Service Continuity Planning, Disaster Recovery planning and testing, etc. | Y |  |
| R296. | 6. Implement business additions, mergers and other reorganizations in compliance with the Project Management processes.   | Y |  |
| R297. | 7. Actively support bringing additional Customers into Services.  | Y |  |
| R298. | 8. Provide proposals for transition and changes related to Services, in accordance with the Request Management and Fulfillment processes.   | Y |  |
| R299. | 9. Assist VITA Customer Account Managers (CAM) and MSI Business Relationship Management staff in describing Services to potential additional Customers.   | Y |  |
| R300. | 10. Provide proposals for transition to potential Customers.  | Y |  |
| R301. | 11. Engage in activities relative to planning and developing solutions for proposals.   | Y |  |
| R302. | 12. Add new users and organizations to Supplier’s existing systems and tools used to provide Services.  | Y |  |
| R303. | 13. Add new sites and equipment into Supplier’s existing system and tools used to provide Services.   | Y |  |
| R304. | 14. Make changes to descriptors (e.g., name changes) associated with Customers.   |   |  |
| R305. | <b>3.5. Demand Management</b>   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R306. | <p><i>The purpose of Demand Management is to understand and influence customer demand for services and to seek mechanisms to meet these demands. At a strategic level this can involve analysis of patterns of activity and service usage. At a tactical level, it can involve resource rationalization mechanisms to encourage shifts in demand.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R307. | <p>1. Actively engage the MSI, VITA and Customers on Demand Management planning on a periodic basis, as defined in the SMM.</p>  | Y |  |
| R308. | <p>2. Assist the MSI, VITA and Customers with Demand Management activities that encourage Users to make the most efficient use of the Services and to assist Customers in minimizing costs while maximizing the value received from the Services. Such assistance will include tracking and reporting the evidence of Demand reductions to the MSI.</p>  | Y |  |
| R309. | <p>3. Participate in the MSI’s processes for aligning the supply of Services to the demand for those services. This includes tracking and reporting predicted and actual consumption of Services to the MSI on a monthly basis.</p>  | Y |  |
| R310. | <p>4. Report to the MSI and VITA patterns of business activity across the Supplier’s Services on a monthly basis and identify trends and risks that may cause demand to exceed the available capacity of the Supplier’s Services.</p>  | Y |  |
| R311. | <p>5. Track, analyze and report on patterns of business activity to include annual and seasonal history.</p>   | Y |  |
| R312. | <p>6. Integrate Demand Management with the other ITIL processes (e.g., Capacity Management, Service Level Management) in order to manage long-term demand for the Supplier’s Services and to identify and resolve over- or under-utilization issues.</p>   | Y |  |
| R313. | <p>7. Help establish processes for gathering and forecasting VITA’s and Customers’ project requirements.</p>   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R314. | 8. Identify opportunities for the development of differentiated service offerings.   | Y |  |
| R315. | <b>3.6. Business Relationship Management</b>   |   |  |
| R316. | <p><i>Business Relationship Management works to maintain a positive relationship with Customers. Business Relationship Management identifies the needs of existing and potential Customers and ensures that appropriate services and capacity are developed to meet those needs. The process seeks to establish a strong business relationship with the Customer by understanding the Customer's business and their desired outcomes. The process facilitates the consistent alignment of the MSI staff to specific Customers. The process works closely with Portfolio Management to negotiate service introduction on behalf of Customers. VITA will retain a Business Relationship Manager (BRM) function in the form of Customer Account Managers (CAMs) focused on the strategic relationship with Customers. The MSI will provide support for the VITA CAMs and will serve as the operational interface with Customers.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R317. | 1. Support the MSI BRM with fulfillment of Customer requests and to facilitate access to the Services for Customers.   | Y |  |
| R318. | 2. Provide appropriate points of contact on the function of the Services and the quality of the delivery of the Services for use by VITA, the MSI, other Service Tower Suppliers, and Third Party Vendors.   | Y |  |
| R319. | 3. Participate in periodic review, coordinated by the MSI, on the portfolio of Services under management.  | Y |  |
| R320. | 4. Support ITISP Governance forums and meetings as requested by the MSI and as documented in the SMM.  | Y |  |
| R321. | 5. Support the Business relationship activities of VITA with Customers as requested by the MSI.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R322. | 6. Support the communication activities of the MSI, VITA and Customers as requested by the MSI.  | Y |  |
| R323. | 7. Provide a point of escalation for issues with the delivery of the Services.   | Y |  |
| R324. | 8. Participate in periodic learning opportunities on the business objectives and organization of VITA and Customers as requested by the MSI.   | Y |  |
| R325. | 9. Attend, as requested by the MSI when the agenda includes Supplier’s services, regular (e.g., monthly, weekly) Customer operations meetings that include the MSI SPOC and Customer representative(s) in order to understand, monitor and collaborate on service provision to continually improve the Customer experience. Meeting cadence to be determined by each Customer and the MSI. Depending on the specific agenda, the MSI may invite representatives of one or more Service Towers to attend. Topics to be addressed include: | Y |  |
| R326. | 9.1. Status of Service and Solution requests.  | Y |  |
| R327. | 9.2. Refresh status.   | Y |  |
| R328. | 9.3. Service level reviews.  | Y |  |
| R329. | 9.4. Active Root Cause Analysis requests.  | Y |  |
| R330. | 9.5. Transition status.  | Y |  |
| R331. | 9.6. Technology plan activities.   | Y |  |
| R332. | 9.7. Impact of IT infrastructure on active Customer projects.  | Y |  |
| R333. | <b>3.6.1. Complaint Management</b>   |   |  |

|       |   |   |  |
|-------|---|---|--|
| R334. | <p><i>Complaint Management establishes a systematic way to manage and monitor complaints made against the ITISP that supports and maintains the integrity of the program. The process facilitates efficient service to the Customers and increases the trust and confidence in the program. Complaint Management recognizes and protects Customer’s right to comment and complain about the standard of services being provided.</i></p> <p><i>Complaint means a genuine expression of dissatisfaction or concern regarding the Services or the delivery of the Services; complaint does not mean a dispute with a decision or policy, which will be addressed by VITA and with ITISP Governance and in accordance with the SMM.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R335. | <ol style="list-style-type: none"> <li>1. Using the MSI-provided tool, collect and report on Complaints from Customers concerning the Supplier and Supplier’s Services.</li> </ol>  | Y |  |
| R336. | <ol style="list-style-type: none"> <li>2. Utilize the MSI-provided tool that allows for day-to-day, anonymous feedback from VITA and Customers.</li> </ol>  | Y |  |
| R337. | <ol style="list-style-type: none"> <li>3. Participate in a process that provides for fair, equitable and timely resolution of complaints. The policy of which will:</li> </ol>  | Y |  |
| R338. | <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>3.1. Recognize, and protect Customers’ rights, including the right to comment and complain.</li> </ol> </li> </ol>   | Y |  |
| R339. | <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>3.2. Support an efficient, fair and accessible mechanism for resolving Customer complaints.</li> </ol> </li> </ol>   | Y |  |
| R340. | <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>3.3. Demonstrate the commitment to continual improvement in the quality of Services.</li> </ol> </li> </ol>  | Y |  |
| R341. | <ol style="list-style-type: none"> <li>4. Participate in Problem Management and corrective actions as appropriate to address complaint areas where directed and prioritized by the MSI.</li> </ol>  | Y |  |
| R342. | <ol style="list-style-type: none"> <li>5. Report on status of Problems and other corrective actions to address complaints until resolved.</li> </ol>  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R343. | 6. Update records of all Complaints, valid and invalid, using the MSI-provided tool in accordance with processes and standards in the SMM.  | Y |  |
| R344. | <b>4. Service Design</b>  |   |  |
| R345. | <p><i>Supplier will undertake Service Design processes through coordination with the MSI in order to support VITA and Customers in the design and development of new or changed Services based on Customer’s business requirements for introduction into a Production Environment. The Supplier collaborates with the MSI on all Service Design activities, processes and resources with various Information Technology Service Management (ITSM) processes. Design Coordination ensures the consistent and effective design of new or changed IT services, service management systems, architectures, technology, processes, information and metrics.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R346. | 1. Participate in establishing, tracking and managing the definition of Standard Services in the Managed Environment with approval from VITA and ITISP Governance for all new service offerings.  | Y |  |
| R347. | 2. Changes to Standard Services are approved by VITA and ITISP Governance as documented in the Technology Plan.   | Y |  |
| R348. | 3. Establish, track and manage the definition of Supplier’s Service Catalog items, which should include Standard Service Catalog items and non-standard Service Catalog items.  | Y |  |
| R349. | 4. Establish, track and manage Standard Solution Designs in the Managed Environment.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R350. | <p>The Service Design processes described in this section are as follows:</p> <ul style="list-style-type: none"> <li>• Solution Design Management</li> <li>• Service Catalog Management</li> <li>• Service Level Management</li> <li>• Availability Management</li> <li>• IT Service Continuity Management</li> <li>• Capacity Management</li> <li>• Information Security Management</li> <li>• Risk Management</li> </ul> |   |  |
| R351. | <b>4.1. Solution Design Management</b>   |   |  |
| R352. | <p><i>Solution Design Management provides architectural and design support to the Main Processes for Requests for Solution and Project Portfolio Management.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p>  |   |  |
| R353. | 1. Provide solution design services.   | Y |  |
| R354. | 2. Effective and efficient design validation.  | Y |  |
| R355. | 3. Leverage existing infrastructure and designs for the most efficient and effective cost solutions.   | Y |  |
| R356. | 4. Provide technical leadership and integration services.  | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R357. | 5. Participate in the process for fulfilling requests for technical solution in accordance with the SMM and VITA rules.   | Y |  |
| R358. | 6. Capture and document previous designs for re-use.  | Y |  |
| R359. | 7. Provide recommendation for making solution designs into Standard Service items and inclusion into the Service Catalog System.  | Y |  |
| R360. | 8. Document, track and report on each use of alternative solution designs in lieu of Standard Services and the potential for re-use.  | Y |  |
| R361. | 9. Monitor and enforce adherence to the Technology Plan and VITA Rules.   | Y |  |
| R362. | 10. Report the use and frequency of alternative solution designs to the MSI.  | Y |  |
| R363. | 11. Assist the MSI with the capture and validation of solution business and technical requirements from Customers, as required by the MSI.                                  | Y |  |
| R364. | 12. Participate in the exception process for alternative solution designs in compliance with the SMM, VITA Rules and ITISP policies.  | Y |  |
| R365. | 13. Provide recommendations for improved adoption of standard solution designs provided as services in the Service Catalog, as part of the Service Strategy Main Processes. | Y |  |
| R366. | 14. Ensure that each solution design appropriately addresses total costs, implementation times and risks.   | Y |  |
| R367. | 15. Coordinate the prioritization of design resources in compliance with the Main Processes of Demand Management and Project Portfolio Management.                          | Y |  |

| R368. | <b>4.2. Service Catalog Management</b>  |   |  |
|-------|---|---|--|
| R369. | <p><i>Service Catalog Management ensures that a Service Catalog is produced and maintained, containing accurate information on all operational services and those being prepared to be run operationally. The Service Catalog provides vital information for other Service Management processes, service details, current status and the service interdependencies. Service Catalog Management involves Governance in compliance with <b>Exhibit 1 (Integrated Services Platform)</b>. Service Catalog Management includes maintaining an MSI-provided Service Catalog System for Service Requests from users.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R370. | 1. Coordinate with the MSI to ensure service priority and service level requirements are met.   | Y |  |
| R371. | 2. Provide content to the MSI for the Service Catalog. Such content to be reviewed and updated in accordance with the SMM, and no less than on a monthly basis. The review will include Quality Assurance to ensure the descriptions meet the requirements.   | Y |  |
| R372. | 3. Proactively provide technical and commercial recommendations to the MSI on content of the Service catalog.   | Y |  |
| R373. | 4. Support the MSI maintenance of effective links and integration between the Services Catalog and the CMS/CMDB.  | Y |  |
| R374. | 5. Implement updates to the Services Catalog within the timeframes approved by the VITA and specified in the SMM.   | Y |  |
| R375. | 6. Support the MSI in tracking and managing the life cycle of products and services in the Managed Environment.   | Y |  |
| R376. | 7. Ensure that each Service description and all associated metadata are accurate and up to date.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R377. | <b>4.2.1. Service Catalog System</b>   |   |  |
| R378. | <i>The Service Catalog system is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R379. | 1. Utilize the MSI-provided Service Catalog system for the compilation, collation, maintenance and publishing of the Services.   | Y |  |
| R380. | 2. Provide all appropriate inputs for the fulfillment of orders (e.g., CI information, site, user name).   | Y |  |
| R381. | 3. Process and fulfill all orders placed by Customers through the Service Catalog system.  | Y |  |
| R382. | <b>4.2.2. Services Catalog Contents</b>  |   |  |
| R383. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R384. | 1. Ensure that all of Supplier’s Services and sub-services are available to Customers in the Service Catalog in accordance with the SMM.   | Y |  |
| R385. | 2. Ensure that all of Supplier’s services and product descriptions in the Service Catalog have sufficient detail, as specified by the MSI, on business value, features, technical specifications, costs, inventory availability, delivery time and options to enable a User to make an informed purchasing choice. | Y |  |
| R386. | 2.1. The detail will include any notation required for specific use (or limitation) of each Service Catalog item by region, business unit, Project or category of User.  | Y |  |
| R387. | 2.2. Ensure that all relevant technical specification details are included.  | Y |  |
| R388. | 2.3. Provide the category for the content of the Service Catalog by configuration type and/or equipment or software type as appropriate.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R389. | 2.4. Ensure that all commercial details, including but not limited to price, delivery time and inventory availability are included.   | Y |  |
| R390. | 2.5. Ensure any additional costs are included in the detail description (for example a requirement to purchase supporting products or services to install, support or maintain the purchased item). | Y |  |
| R391. | 2.6. Provide any other details as required by the MSI and in accordance with the SMM.   | Y |  |
| R392. | 3. Ensure that spare or surplus assets are included in the Services Catalog and available for order, when applicable.   | Y |  |
| R393. | 4. Provide detail of all required or optional supporting processes or Services for any Service Catalog Item.  | Y |  |
| R394. | <b>4.2.3. Standard Service Descriptions</b>   |   |  |
| R395. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R396. | 1. Provide a clear definition of what the Service does, costs and how to obtain it.   | Y |  |
| R397. | 2. Focus on broad, minimum requirements rather than on specific models or configurations (e.g., minimum processor type, minimum release level of Software, etc.).                                   | Y |  |
| R398. | 3. Emphasize descriptions that are easily understood by Users (Users may be limited, i.e., not all users).  | Y |  |
| R399. | 4. Identify differences between geographic regions, business units, or type of User, based on Customers’ business requirements.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R400. | <b>4.2.4. Standard Services Monitoring and Reporting</b>   |   |  |
| R401. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R402. | 1. Identify trends and multiple uses of nonstandard products and services such that they become candidates for Standard Services.  | Y |  |
| R403. | 2. Provide any Customer feedback on services and products, respond to inquiries and routinely, in accordance with the SMM, report them to the MSI.   | Y |  |
| R404. | <b>4.3. Service Level Management</b>   |   |  |
| R405. | <i>Service Level Management establishes and maintains, monitors and reports on service quality through a constant cycle of reviewing IT service achievements based on agreed upon Service Level Agreements and Operating Level Agreements. Service Level Management establishes Service Level Agreements with the VITA and Operating Level Agreements between Service Tower Suppliers to ensuring that all services and their underpinning contracts are appropriate, and to monitor and report on service quality and achievement. Refer to <b>Environment Overview Appendix K: Service Levels Existing Environment</b> for an overview of the current environment. In collaboration with, and coordinated through the MSI, Supplier will provide Service Level Management as described in <b>Exhibit 3 (Reporting and Service Level Management)</b>.</i><br><br><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R406. | 1. Participate and execute processes that enable consistent delivery of Service Level Management, in accordance with <b>Exhibit 3 (Reporting and Service Level Management)</b> .   | Y |  |
| R407. | 2. Work with and support the MSI to implement such processes and any necessary tool integration.   | Y |  |
| R408. | 3. Document and analyze current performance and business perception of the relevant services (baseline) as a basis for improvements.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R409. | 4. Participate in end-to-end service reviews with the MSI to assess required measurements and Service Improvement Plans.  | Y |  |
| R410. | 5. Create proposals for Service Improvement Plans for Customer approval.  | Y |  |
| R411. | 6. Provide supporting data related to the Service Levels to the MSI to produce the Service Level Management Information and Service Reports as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> . This includes reporting on progress in any Service Improvement Plan implementation. | Y |  |
| R412. | <b>4.3.1. Service Level Management and Reporting System</b>   |   |  |
| R413. | <i>The Service Level Management and Reporting System is an MSI provided Service Management System. In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R414. | 1. Utilize the data warehouse and application provided by the MSI for the compilation, collation, maintenance and publishing of service level measures and operating level measures for all Services.   | Y |  |
| R415. | 2. The Service Level Management and Reporting System will at a minimum support the following:   | Y |  |
| R416. | 2.1. Provide ability to view Service Levels by enterprise and Customer.   | Y |  |
| R417. | 2.2. Provide ability to view source data and measures that accumulate into each Service Level Measure.  | Y |  |
| R418. | 2.3. Provide dashboard for view of Service Levels status in near real time.   | Y |  |
| R419. | 2.4. Dashboard view should include at a minimum these metrics, among others referenced in this document:  |   |  |

|       |  |   |  |
|-------|--|---|--|
| R420. | 2.4.1. Performance against Service Levels.   | Y |  |
| R421. | 2.4.2. Availability.   | Y |  |
| R422. | 2.4.3. Downtime.   | Y |  |
| R423. | 2.4.4. <i>Reserved for future use.</i>   |   |  |
| R424. | 2.4.5. Request for Changes.  | Y |  |
| R425. | 2.4.6. Incidents.  | Y |  |
| R426. | 2.4.7. Complaints.   | Y |  |
| R427. | <b>4.4. Availability Management</b>  |   |  |
| R428. | <p><i>Availability Management will ensure that the level of service availability delivered in all Services is matched to or exceeds the current and future agreed needs of the business, in a cost-effective manner. Availability Management will strive to define, analyze, plan, measure and improve all aspects of the availability of IT services. Availability Management provides a point of focus and management for all availability-related issues, relating to both services and resources, ensuring that availability targets are established, measured and achieved.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R429. | 1. Execute Availability Management processes and activities as directed by the MSI.  | Y |  |
| R430. | 2. Report on all key elements of Availability for the Services.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R431. | 3. Create an Availability Plan for Supplier's Services that includes the following:                                | Y |  |
| R432. | 3.1. Business Functions (including function owners and contacts).  | Y |  |
| R433. | 3.2. Support for IT services and components.   | Y |  |
| R434. | 3.3. Availability and Maintenance requirements.  | Y |  |
| R435. | 3.4. Plan for unexpected outage.   | Y |  |
| R436. | 3.5. Redundancy and resilience requirements.   | Y |  |
| R437. | 3.6. Availability analysis methods and tools.  | Y |  |
| R438. | 3.7. Testing and review schedule.  | Y |  |
| R439. | 3.8. Incident procedure for detection, recording, diagnosis, repair, recovery/restore, and close-out.              | Y |  |
| R440. | 3.9. Monitoring and reporting schedule.  | Y |  |
| R441. | 4. Assist Customers to understand Availability requirements for the Services in business terms.                    | Y |  |
| R442. | 5. Provide Availability impact assessments with respect to all requests relating to the Change Management Process. | Y |  |
| R443. | 6. Provide Availability trend analyses for all Services.   | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R444. | 7. In the event of an Availability incident or event involving Supplier’s Services, conduct a root cause analysis, using the process defined in the SMM, to determine the cause and suggest future improvements to prevent future occurrence.   | Y |  |
| R445. | <b>4.4.1. Availability Management System</b>  |   |  |
| R446. | <i>The Availability Management System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R447. | 1. Record and maintain Customer’s Availability data to support key activities, such as coordination, solution design, change management, report generation, statistical analysis and Availability forecasting. Integrate this system with or use the MSI’s Availability Management System.  | Y |  |
| R448. | 2. Collect Incident, Problem, and Event information (including hardware and software monitoring information) to drive Availability decisions.   | Y |  |
| R449. | <b>4.5. IT Service Continuity Management</b>  |   |  |
| R450. | <i>IT Service Continuity Management (ITSCM) ensures that the Supplier can always provide the minimum agreed Service Levels, by reducing the risk from disaster events to an acceptable level and planning for the recovery of IT services. ITSCM should be designed to support Business Continuity Management. ITSCM provides for an On-Going Program of Disaster Recovery preparedness that supports the overall Business Continuity and Disaster Recovery processes. ITSCM provides for the plans that support the rapid and orderly restoral of IT services. Refer to <b>Existing Environment Appendix C: Disaster Recovery IT Service Continuity</b> for an overview of the existing Business Continuity environment.</i> |   |  |
| R451. | <b>4.5.1. Business Continuity for Customers</b>   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R452. | <p><i>Business Continuity Planning (BCP) is a Customer-retained function for their business. The Commonwealth has unique Business Continuity Plans for each agency and within each of these plans there may be references to IT systems required during the exercise of a BCP.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier will support such plans and its responsibilities will include:</i></p> |   |  |
| R453. | <p>1. Provide a Single Point of Contact (SPOC) for support of Customers’ Business Continuity Plans and critical IT services, and related communications and other activities for Customers and the Service Tower Suppliers.</p>  | Y |  |
| R454. | <p>2. Collect and track the application and systems which support the Mission Essential, Primary and Secondary Business Functions of Customers that depend on Services provided by ITISP. Data tracked includes:</p>   | Y |  |
| R455. | <p>2.1. RTO established by Customer.</p>   | Y |  |
| R456. | <p>2.2. RPO established by Customer.</p>   | Y |  |
| R457. | <p>2.3. Dependencies.</p>  | Y |  |
| R458. | <p>3. Mapping of Business Functions to Service CI in the CMDB.</p>   | Y |  |
| R459. | <p>4. Work with Customers to ensure that there is continuous alignment between the Business Continuity Plans and an Integrated ITSCP. This includes on-going integration and alignment of the underpinning Service Tower Supplier IT Service Continuity Plans related to the Services with Customer’s business continuity plans and activities.</p>  | Y |  |
| R460. | <p>5. Where the Supplier is responsible for IT Services in support of a Customer, coordinate and report on recovery activities defined at the time of the declaration of an event which would activate the BCP due to agency or governor-declared event.</p>   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R461. | <b>4.5.2. Business Continuity for Supplier Services</b>   |   |  |
| R462. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R463. | 1. Develop, maintain and test a Business Continuity Plan for STS operations which support or provide services to support Customers.   | Y |  |
| R464. | 2. Comply with all VITA Rules and applicable Federal and State requirements.  | Y |  |
| R465. | 3. Validate and coordinate the Supplier BCP with existing Customers’ BCPs to ensure that the Customers can resume regular business functions in the event of a Disaster or significant event within the required time frames. | Y |  |
| R466. | 4. Establish BCPs and supporting procedures for all systems, Software and infrastructure required for the delivery of Services. This includes:  | Y |  |
| R467. | 4.1. Service Management Systems.  | Y |  |
| R468. | 4.2. Invoicing and Accounting Systems.  | Y |  |
| R469. | 4.3. Service Level measurement and management tools.  | Y |  |
| R470. | 4.4. Operational and Control Systems.   | Y |  |
| R471. | 4.5. All other tools and systems required for the delivery of Services within the Service Levels and to meet the designated timeframes as established in the SMM.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R472. | 5. Assume all Third-Party Disaster Recovery contracts in existence for the systems, Software and Infrastructure required for the delivery of Services at the Commencement Date, and continue to utilize such contracts until such time that a successful test has been achieved for alternative solutions. At time of Effective Date, VITA is aware of no such contracts.  | Y |  |
| R473. | 6. In the event of a disruption in the Services, coordinate all business continuity efforts to ensure smooth and efficient resumption of Services.   | Y |  |
| R474. | 7. Coordinate with Customer BCP where operations are collocated.   | Y |  |
| R475. | <b>4.5.3. IT Service Continuity Planning</b>   |   |  |
| R476. | <i>IT Service Continuity Planning produces the integrated IT Service Continuity Plan (ITSCP), for the ITISP and individual Customers across all Service Tower Suppliers, that supports the orderly and rapid restoration of services in the event a disaster declaration by the entire Commonwealth or by an individual agency.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R477. | 1. Design and construct a Supplier-specific IT Service Continuity Plan (ITSCP) that integrates and coordinates with the MSI’s Integrated IT Service Continuity Plan and those of the Customers so as to recover the end-to-end services to a working state within Customer’s recovery objectives.  | Y |  |
| R478. | 2. Provide Supplier-specific ITSCP to include:   | Y |  |
| R479. | 2.1. Documentation of the plan, processes, procedures and communications.  | Y |  |
| R480. | 2.2. Customer’s priorities for backups, IT Service Continuity, and Business Continuity based on the priorities established by the Customers.   | Y |  |
| R481. | 2.3. Methods and timeframes that allow the Customers to change priorities.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R482. | 2.4. Security measures, as defined for normal operations.   | Y |  |
| R483. | 2.5. Key personnel contacts and notification procedures for VITA, Customers, the Supplier, the Service Tower Suppliers and other Third Party vendors.   | Y |  |
| R484. | 3. Perform the on-going management, maintenance, testing and integration of the Supplier-specific IT Service Continuity Plan so as to maintain an ITSCP capable of returning the services to a working state within Customer's recovery objectives.                                     | Y |  |
| R485. | 4. Verify that the Supplier-specific ITSCP includes Technical Recovery Guides for each of the Customers' Applications related to Services performed by Supplier.  | Y |  |
| R486. | 5. Perform maintenance to include enhancements required as a result of changes to the services, including the introduction and use of new technologies (e.g., equipment, software, applications and so forth), Resource Units, processes, business functions, locations and priorities. | Y |  |
| R487. | 6. Perform a gap analyses as required of the Supplier-specific IT Service Continuity Plan against good industry practice (e.g., Business Continuity Institute <a href="http://www.thebci.org">www.thebci.org</a> ) and Customer's recovery objectives and requirements.                 | Y |  |
| R488. | 7. Develop rationale and recommendations to address any perceived gaps.   | Y |  |
| R489. | 8. Participate in the development and operation of an MSI-led process that will determine and modify the list of Critical Enterprise Applications on an annual basis.   | Y |  |
| R490. | 9. Provide a Single Point of Contact (SPOC) for Business Continuity and Supplier-specific IT Service Continuity Plans, related communications and other activities for the MSI, Customers, VITA and other Service Tower Suppliers.  | Y |  |
| R491. | 10. Seek the MSI's approval of the Supplier-specific ITSCP and modifications to such plan.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R492. | 11. Where the ITISP transitions a Service Tower Supplier, the MSI will coordinate and validate the creation of Customer-specific ITSCPs for all Applications, within three (3) months after the take-on of Service Tower Supplier and ensure the plans reflect all changes implemented during the Transition of services. | Y |  |
| R493. | 12. Validate and ensure that Supplier-specific ITSCPs are updated at least semi-annually and as directed by the MSI. Such updates to include at a minimum:  | Y |  |
| R494. | 12.1. All changes implemented over the prior period.  | Y |  |
| R495. | 12.2. Validate that Technical Recovery Guides are updated whenever a change is made to the environment or Application.  | Y |  |
| R496. | 12.3. Adjust the applicable Supplier-specific ITSCPs whenever a Customer’s needs and use of the Services change.  | Y |  |
| R497. | <b>4.5.4. IT Services Continuity Solutions</b>  |   |  |
| R498. | <i>The Service Tower Supplier is responsible for building technical environments that are needed to support the Supplier-specific ITSCP.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R499. | 1. Establishing roles and responsibilities, plans and projects to implement ITSCP requirements.   | Y |  |
| R500. | 2. Performing On-Going, continuous monitoring and operational tasks to maintain the specified DR/ITSCP required environments to enable declaration and successful restoration at any time on an individual application, server or device basis.   | Y |  |
| R501. | 3. Provide disaster recovery services on a per system basis as a Service Catalog add-on for all Catalog items unless an exception is approved by VITA.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R502. | <b>4.5.5. IT Service Continuity (ITSC) Preparedness</b>  |   |  |
| R503. | <p><i>IT Service Continuity Preparedness will be an On-Going Program. This program produces an Integrated DR Test Plan. Preparedness verifies through regular scheduled test exercises that the Services provided by the MSI, Supplier and other Service Tower Suppliers can be recovered within the required and agreed upon business time frames.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R504. | <ol style="list-style-type: none"> <li>1. Participate in a process to validate the operational effectiveness of controls to ensure that the Supplier performs and maintains viable backups and corresponding records that can be used to restore services.</li> </ol>  | Y |  |
| R505. | <ol style="list-style-type: none"> <li>2. Ensure that all Supplier personnel are appropriately trained in current IT Service Continuity procedures for all Tower Services.</li> </ol>  | Y |  |
| R506. | <ol style="list-style-type: none"> <li>3. Assist the MSI in coordinating the exercise of the plans to handle the media during Disasters and also plans to communicate with employees and their families; key customers; critical Suppliers and other Suppliers and executive stakeholders during a Disaster.</li> </ol>  | Y |  |
| R507. | <ol style="list-style-type: none"> <li>4. Adhere to applicable procedures and policies for coordinating continuity and restoration activities with local authorities as required by statutes or regulations.</li> </ol>  | Y |  |
| R508. | <ol style="list-style-type: none"> <li>5. Ensure that all identified stakeholders are kept informed on an as-needed basis in accordance with the SMM.</li> </ol>   | Y |  |
| R509. | <ol style="list-style-type: none"> <li>6. Participate in the development and maintenance of an Integrated Disaster Recovery Test Plan that defines the activities and schedules for the exercises that are required to verify the Services can be recovered within the required and agreed upon time frames and a twice annual, or as specified in SMM, testing of major cross Customer outages.</li> </ol>  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R510. | 7. Participate in the development of test objectives and success criteria designed to verify that Customer's services will meet Customer's recovery objectives.  | Y |  |
| R511. | 8. Identify all the required IT technical and services operations (including computer systems, networks, Applications, data repositories, telecommunications, environment, technical support and Service Desk) for test execution. | Y |  |
| R512. | 9. Assist the MSI in establishing a schedule and calendar of test activities.  | Y |  |
| R513. | 10. Assist the MSI in scheduling and testing all components of the Integrated IT Service Continuity Plans where changes have materially affected the Plan, or at least annually.   | Y |  |
| R514. | 11. Continue to operate and manage the Services during periodic IT Service Continuity tests with no impact to Customers.   | Y |  |
| R515. | 12. Provide the MSI with a formal report of the test results within fifteen (15) days of each test. At a minimum, these reports should include:  | Y |  |
| R516. | 12.1. The results achieved.  | Y |  |
| R517. | 12.2. A comparison of the results to the measures and goals identified in the respective Supplier-specific IT Service Continuity plan.   | Y |  |
| R518. | 12.3. A report on the feedback from Users as to the adequacy of continuity for their respective areas.   | Y |  |
| R519. | 12.4. A proposed plan and schedule to remediate any IT Service Continuity issues identified during testing.  | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R520. | 13. Retest within thirty (30) days if any disaster simulation(s) fails to achieve specified results.  | Y |  |
| R521. | 14. Update the Supplier-specific IT Service Continuity Plans upon re-testing, and verify that the remedy was successful.  | Y |  |
| R522. | 15. Support assurance carried out by Customers to ensure the effectiveness of the Integrated IT Service Continuity Plan and the underpinning Service Tower Supplier IT Service Continuity Plans.      | Y |  |
| R523. | 16. Consume the DR test schedules in existence at the Commencement Date, and work with the MSI, VITA and Customers to ensure that the annual test schedules continue without disruption.              | Y |  |
| R524. | 17. Establish and schedule reasonable windows to accomplish all DR testing for the Customer's Applications as documented in the Supplier's annual DR test plan and schedule.                          | Y |  |
| R525. | 18. Coordinate with the MSI to actively engage Customers in planning and preparation for annual test activities; including setting the objectives of the test.  | Y |  |
| R526. | 19. Each such test will address the specific needs of each Customer (e.g., split-window testing, preparation testing prior to an annual test, off-site data location review and reconciliation, etc.) | Y |  |
| R527. | 20. Test execution must demonstrate, at a minimum, the Supplier's ability to meet or exceed the designated RTOs for those Applications in the event of a disaster.                                    | Y |  |
| R528. | 21. Ensure that all testing activities are conducted in such a manner so that active production, test, and development environments are not affected.   | Y |  |
| R529. | 22. Notify the MSI of any anticipated DR risks, where a Customer may choose not to participate in testing.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R530. | 23. Evaluate the results of the test and identify potential corrective actions.  | Y |  |
| R531. | 24. Provide initial test results to the MSI and incorporate the MSI’s feedback into the final test results report.   | Y |  |
| R532. | 25. As requested by the MSI, participate in test result review sessions with VITA, Customers or ITISP Governance to gain consensus on the success level of the test (e.g., successful, successful with issues, unsuccessful) and to identify corrective actions. | Y |  |
| R533. | 26. Initiate Problem Management and track corrective actions on DR testing actions as appropriate until resolved.  | Y |  |
| R534. | <b>4.5.6. IT Service Continuity Actions</b>  |   |  |
| R535. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R536. | 1. Comply with SMM definition and procedures for declaring a Disaster.   | Y |  |
| R537. | 2. Coordinate with the MSI to execute the Integrated IT Service Continuity Plan.   | Y |  |
| R538. | 3. Notify the MSI and VITA as soon as possible of a Disaster or potential Disaster.  | Y |  |
| R539. | 4. Report to the MSI on progress in restoring the Services, in accordance with the SMM.  | Y |  |
| R540. | 5. Cooperate with the MSI, which will manage resource dependencies between Customers, Service Tower Suppliers and Third Party Suppliers, in restoring the Services.  | Y |  |
| R541. | 6. Any incident associated with a Disaster is considered a Sev1 incident. If the Root Cause Analysis of the incident indicates an issue with the underlying service, a Plan of Action and Milestones (POAM) will be initiated.                                   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R542. | 7. Whether an IT Service Continuity Plan exists or not, at a minimum, restore the Services within a timeframe that is expected in accordance with the SMM.   | Y |  |
| R543. | <b>4.5.7. Crisis Management</b>  |   |  |
| R544. | <i>A crisis is defined as the communications and coordination activities required in the result of a declared disaster and subsequent work to recover operations to the normal steady state. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R545. | 1. Provide such immediate assistance and increased support as requested by the MSI in relation to the management, containment and resolution of any Crisis.  | Y |  |
| R546. | 2. Assist the MSI, as requested, with the management, containment and resolution of any Crisis across the integrated services, and the planning and coordination of any restoration of the end-to-end services.  | Y |  |
| R547. | <b>4.6. Capacity Management</b>  |   |  |
| R548. | <i>Capacity Management will assess the business requirements (the required service delivery), the organization’s operation (the current service delivery), the IT infrastructure (the means of service delivery), and will ensure that capacity in all areas of IT service provision and support always exists and is matched to the current and future agreed needs of the business, within designated timeframes. Capacity Management will strive to ensure that the capacity of IT services and the IT infrastructure is able to deliver the agreed service level targets in a cost effective and timely manner. Capacity Management considers all resources required to deliver the IT service, and plans for short, medium and long term business requirements.</i><br><br><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R549. | 1. Utilize the Capacity Management processes and tools for the Services.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R550. | 2. Utilize the Customer's business demand forecast, provided on a quarterly basis in ongoing Capacity Management.   | Y |  |
| R551. | 3. Formally review capacity requirements for the Services annually and as directed by the MSI, in accordance with the SMM.  | Y |  |
| R552. | 4. Provide input to the MSI for monthly management reports, including current resource utilization, trends, forecasts, and exceptions. Identify trends and potential Capacity issues and risks.   | Y |  |
| R553. | 5. Actively include Capacity Management in the Change Management process to assess all Changes for their impact on the capacity of the Customers' Services.   | Y |  |
| R554. | 6. Test the performance of new Infrastructure and Software to confirm such Systems meet planned performance and utilization expectations and requirements.  | Y |  |
| R555. | 7. Incorporate work schedules and dependencies into Capacity Management planning.   | Y |  |
| R556. | 8. Participate in the creation, management and maintenance of the 12-month rolling Service Tower Capacity Plans that reflect the current and future needs of the business, as agreed and documented within Service Levels, such that the MSI can produce an Integrated Capacity Plan. | Y |  |
| R557. | 9. On a quarterly basis, provide and update the MSI with Supplier's Capacity Plan, which will include, at a minimum:  | Y |  |
| R558. | 9.1. current levels of resource utilization.  | Y |  |
| R559. | 9.2. Current levels of availability, average and peak.  | Y |  |
| R560. | 9.3. current levels of Service performance.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R561. | 9.4. forecast future requirements.  | Y |  |
| R562. | 9.5. assumptions and recommendations.   | Y |  |
| R563. | 10. Employ regular monitoring, identification of exceptions, and manual reviewing of reports and trends.  | Y |  |
| R564. | 11. Estimate the resource and utilization effects of planned Operational Changes when requested by the MSI.   | Y |  |
| R565. | 12. Assist the MSI’s Service Level Management in understanding the customers' capacity and performance requirements, in terms of required service and system response times, expected throughput, patterns of usage and volume of users.        | Y |  |
| R566. | 13. Cooperate with the MSI and other Service Tower Suppliers in testing the performance of new applications, services, and systems to meet planned performance and utilization expectations and requirements.                                   | Y |  |
| R567. | <b>4.6.1. Capacity Management System</b>  |   |  |
| R568. | <i>The Capacity Management System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R569. | 1. Utilize or integrate with the MSI-provided Capacity Management System for the Services.  | Y |  |
| R570. | 2. Provide input to the update of the CMS within designated timeframes with the capacity information (technical capacity, thresholds, forecasts) of newly acquired items, changed items and any other relevant information required by the SMM. | Y |  |
| R571. | <b>4.7. Security Management</b>   |   |  |

|       |   |   |  |
|-------|---|---|--|
| R572. | <p><i>Security Management will assess that all security risks associated with the delivery of Services are appropriately identified, evaluated, assessed, remediated, and appropriate controls are implemented and maintained. Security Management will be performed in a manner consistent with VITA Rules. Refer to <b>Environment Overview Appendix B7: Security environment</b> for an overview of the existing environment.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R573. | <p>1. Comply with VITA Rules to include appropriate state and federal regulations, policies, standards and guidelines (e.g., SEC 501, SEC 525, IRS Publication 1075, NIST Risk Management Framework, etc.) for the protection of Commonwealth of Virginia information and data.</p>   | Y |  |
| R574. | <p>2. Implement, maintain, and continuously comply with VITA Rules and Security Baseline Configuration Standards as defined in the VITA approved hardening guides, SMM, or as defined by specific Customer security requirements.</p>   | Y |  |
| R575. | <p>3. Utilize the Information Security Management System (ISMS) as provided by the MSI, to maintain the policies, processes, standards, guidelines and tools to support VITA and Customers in achieving their Information Security Management objectives.</p>   | Y |  |
| R576. | <p>3.1. Update the ISMS in a timely manner based on Changes to the technical environment.</p>   | Y |  |
| R577. | <p>3.2. Validate the ISMS contents to ensure the accuracy and completeness of the data contained therein on a routine basis, in accordance with the SMM.</p>  | Y |  |
| R578. | <p>4. Understand VITA Rules in detail, to enable informed interactions with the MSI, Customers and End Users, VITA and other Service Tower Suppliers.</p>   | Y |  |
| R579. | <p>5. Assist Customers in the definition of security requirements based upon Business needs and Customer’s individual information security policies and regulatory requirements, as those needs and policies relate to the Services, and as requested by the MSI.</p>   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R580. | 6. Provide informed advice on security policy, standards (including national security, international, customer and industry standards), practices, solutions and technologies, and threats related to the Services.   | Y |  |
| R581. | 7. Implement Operating Level Agreements and security management processes, procedures and controls across Supplier services, and the other Service Tower Suppliers to address interdependencies, use of tools and workflows required to operate integrated Security Management across the Services. | Y |  |
| R582. | 8. Implement and comply with all VITA Rules and Customers’ Individual Information Security Policies, and all security requirements defined for the Managed Environment.   | Y |  |
| R583. | 9. Participate in the integrated compliance and Security Management service performance Plans of Action and Milestones (POAM), and reports for all Service security requirements to meet Customers’ informational reporting requirements and Service Levels in a regular and timely manner.         | Y |  |
| R584. | 10. Track, expedite and report upon actions raised against plans, reports and Self-Assurance Statements.  | Y |  |
| R585. | 11. Escalate security management improvement opportunities, issues, risks, events or any other pertinent security matter identified in accordance with the processes and procedures defined in the SMM.   | Y |  |
| R586. | 12. Respond to security incidents or emerging security requirements (which may arise as a result of changing security standards, threats or industry practices) under direction from the MSI, and in accordance with the processes and procedures defined in the SMM.                               | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R587. | 13. Utilize security clearance and access control processes to administration tools and environments used to support Customer's services for all staff, in accordance with the processes and procedures defined in the SMM.  | Y |  |
| R588. | 14. Conduct regular monthly assurance reviews to determine that all staff allocated to Customers' data and services has up-to-date security clearance, including background checks in compliance with Customer policies, and reporting any non-compliance to the MSI.  | Y |  |
| R589. | 15. Ensure that access privileges for Supplier personnel are promptly removed upon departure from the ITISP.   | Y |  |
| R590. | 16. Establish and maintain mechanisms to safeguard against the unauthorized access, destruction, loss or alteration of Customers' data.  | Y |  |
| R591. | 17. Implement safeguards that are compliant with Customers' Information Security Policies and Standards and in accordance with the processes and procedures defined in the SMM.  | Y |  |
| R592. | 18. Utilize controls and processes such that the integrated services are compliant with all relevant regulations, policies and standards for the processing, storage and transmission of information based on its classification and impact categorization, and ensure that Customers are able to gain assurance and evidence that such compliance is being maintained upon request. | Y |  |
| R593. | 19. Provide reporting to the MSI that highlights emerging threats and the status of known risks.   | Y |  |
| R594. | 20. Deploy security processes to enable effective monitoring and reporting of services and provide data to the MSI from monitoring controls and processes related to emerging threats and known risks.   | Y |  |
| R595. | 21. On an on-going basis, check the effectiveness of the security procedures and controls, and compliance with regulations.  | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R596. | 22. Initiate corrective actions in respect of any potential or actual security issues or noncompliance with the procedures.   | Y |  |
| R597. | 23. Produce a weekly, or in accordance with the SMM, security status report to detail on-going work and actions identified and completed.   | Y |  |
| R598. | 24. Monitor and control remote data communication access to Customers’ Infrastructure, Software, Equipment, and all other data.   | Y |  |
| R599. | 25. Routinely perform feasibility studies and evaluations for the implementation of new security technologies, based on threat trends, which meet Commonwealth requirements and objectives and report these to MSI and VITA.  | Y |  |
| R600. | <b>4.7.1. Security Program</b>  |   |  |
| R601. | <i>Security Program will be an On-Going Program. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R602. | 1. Participate in the continuous Security Program, which will comprise the on-going activities that accomplish the goals for security management and coordinate the activities of Customers, Supplier, the MSI, and designated Third Party Vendors.   | Y |  |
| R603. | 1.1. The VITA Security Plan and Policy will govern the periodic activities for Security Management conducted by the MSI and Service Tower Suppliers including periodic patching, plans for implementing security measures, security performance monitoring and periodic security assessments and testing. | Y |  |
| R604. | 2. Adhere to the comprehensive VITA Security Plan and Policy that defines the security requirements of the ITISP environment and supports the security of Customers’ systems, Software and information.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R605. | 3. Develop, implement and maintain internal standards, processes and procedures which enable compliance with VITA Rules and Customer requirements. Provide the MSI, VITA and Customers access to all standards, processes and procedure documentation.  | Y |  |
| R606. | 4. Implement and maintain internal security awareness training processes and procedures and provide communications that ensure Supplier Personnel are aware of the security and operational requirements of the program.  | Y |  |
| R607. | <b>4.7.2. Security Assessments</b>  |   |  |
| R608. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R609. | 1. As defined in the SMM or requested by VITA or ITISP Governance, participate in a VITA assessment of the Security Program and services from MSI and Service Tower Suppliers.  | Y |  |
| R610. | 1.1. Including the monitoring and testing of security programs (e.g., <b>support</b> controlled penetration testing), conducting risk assessments and performing security design reviews, of all or any portion of the Services in order to evaluate the Security Program and determine whether the Security Program meets or exceeds the standard of due care. | Y |  |
| R611. | 2. Such assessments will evaluate Supplier’s abilities and capabilities in maintaining and enhancing security and safety practices and procedures, and may involve monitoring and testing security programs, conducting risk assessments and performing security design reviews.  | Y |  |
| R612. | 2.1. Each assessment will examine network deployment and infrastructure to ensure the proper protection of both the Systems and data while in use, storage, transmission or destruction.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R613. | 2.2. At a minimum, each assessment will address potential deployment and infrastructure issues to insure the availability, integrity, confidentiality and privacy of information and information systems operated by the Service Tower Suppliers, and include all areas as described in the SMM at a minimum (e.g., asset name, owner, risk analysis, controls).   | Y |  |
| R614. | 3. Customers, Auditor of Public Accounts, and other Third Party Vendors authorized by VITA may conduct security reviews, assessments, forensic analysis or audits (e.g., AICPA’s SOC 2, U.S. Internal Revenue Service 1075 audits, or risk assessments following NIST Special Pub 800-30 “Guide for Conducting Risk Assessments”) of the Services being provided by the MSI and Service Tower Suppliers. | Y |  |
| R615. | 4. These assessments may include physical security, logical security, processing integrity, continuity of operations, policies and procedures, network analysis, periodic sampling, vulnerability scans and Controlled Penetration Tests.  | Y |  |
| R616. | 5. Assess security stance of all new, changed and / or upgraded Hardware, Software, or Services to ensure continued compliance with configuration requirements.  | Y |  |
| R617. | 6. Implement any changes, through the Change Management Process documented in the SMM, needed to comply with VITA Rules and Customer requirements, based on results of any and all assessments.  | Y |  |
| R618. | <b>4.7.3. Security Assessment by Third Parties</b>   |   |  |
| R619. | In collaboration with, and coordinated through the MSI, Supplier responsibilities include:   |   |  |
| R620. | 1. Twice annually, participate in an independent SSAE 16 Type II assessment from a VITA approved firm, covering all aspects of the Managed Environment.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R621. | <p>2. Assessments or audits of the Managed Environment may be conducted by VITA, Customers, the Auditor of Public Accounts, the Managed Security Service Tower Supplier, or by federal agencies with oversight responsibilities. Such assessments may include risk assessments, forensic analysis or audits (e.g., AICPA’s SOC 2, U.S. Internal Revenue Service 1075 audits, or risk assessments following NIST Special Pub 800-30 “Guide for Conducting Risk Assessments”) of the Services being provided by Supplier and Service Tower Suppliers. These organizations reserve the right to define their own processes and methodologies to achieve their statutory goals. In such instances, in collaboration with, and coordinated through the MSI, Supplier will:</p> |   |  |
| R622. | <p>2.1. Participate in assessments of the Security Program and services provided by the Service Tower Suppliers.</p>  | Y |  |
| R623. | <p>2.2. Cooperate fully with and provide any assistance required by VITA and the assessment organization in support of these assessments or audits.</p>   | Y |  |
| R624. | <p>2.3. Provide access to any premises, equipment, personnel, documents, etc., as directed by VITA, the MSI or any other entity conducting such assessments or audits.</p>  | Y |  |
| R625. | <p>2.4. Recognize that VITA has sole discretion regarding acceptance or disputing any findings documented by such an assessment or audit.</p>   | Y |  |
| R626. | <p>3. If the report concludes that the Security Program does not meet or exceed the VITA Rules, then the affected Service Tower Suppliers will develop and agree upon an action plan to promptly address and resolve any deficiencies, vulnerabilities, concerns and recommendations identified in such report, consistent with the affected Service Tower Supplier’s obligations as set forth in the SMM, subject to Section 1.13 of the Agreement.</p>  | Y |  |
| R627. | <p>4. VITA will receive Deliverable Credits pursuant to <b>Exhibit 3.3 (Critical Deliverables)</b> should a Supplier fail to take remedial action in accordance with such action plan. Additionally, any system which has not been remediated in the defined period will be deemed to violate every Service Level associated with that system until it is remediated.</p>   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R628. | 5. Under no circumstances will Supplier attempt to persuade or control or otherwise influence the party conducting the Security Assessment.  | Y |  |
| R629. | 6. Supplier acknowledges that VITA views the right to conduct assessments as a critical inducement to VITA’s agreement to many of the terms of this Agreement, including the Term and termination rights provided for in the Agreement, and therefore Supplier agrees that it will cooperate in good faith to accomplish the objectives contemplated for the benefit of the Commonwealth.  | Y |  |
| R630. | <b>4.7.4. Security Incident Management</b>   |   |  |
| R631. | <i>Security Incident Management is a specialized form of Incident Management, the primary purpose of which is the development and execution of well understood and predictable responses to damaging events, computer intrusions, security compromises and inadvertent data disclosure or destruction. As part of Security Incident Management, Supplier will provide the necessary resources to support Customers in resolving Security Incidents.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R632. | 1. Participate in the development of an Information Security Incident Management Plan (IS-IMP) in accordance with VITA Rules and in cooperation with the Customers.  | Y |  |
| R633. | 2. Participate in the development of policies that govern the response to Security Incidents across the Managed Environment.   | Y |  |
| R634. | 3. Participate in documenting and implementing the specific processes and tools for managing and responding to Security Incidents in support of the IS-IMP.  | Y |  |
| R635. | 4. Utilize or integrate with the MSI provided tools for the tracking and recording of Security Incidents.  | Y |  |
| R636. | 5. Security Incidents will be treated as Severity 1 Incidents.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R637. | 6. Upon identification of a Security Incident, or potential Security Incident, follow the escalation notification processes in accordance with VITA Rules and the SMM.  | Y |  |
| R638. | 7. Record timelines, actions, and events in accordance with SMM, VITA Rules, security requirements and the IS-IMP instructions.   | Y |  |
| R639. | 8. Work to assist VITA, the MSI or designated Third-Party, with the investigation of Security Incidents and report findings to VITA, the MSI and designated parties.  | Y |  |
| R640. | 9. Work with the MSI to create a remediation plan that is acceptable to VITA and Customers.   | Y |  |
| R641. | 10. Execute the VITA approved remediation plans.  | Y |  |
| R642. | 11. Participate with designated parties to conduct a forensic investigation to determine what Systems, data and information have been affected by the Security Incident.  | Y |  |
| R643. | 12. Participate with designated parties to facilitate the identification of the initial point of entry into the Managed Environment, or other source of the Security Incident; including the tools and methods employed by the intruders, any data compromised, as well as a list of all other systems, Applications, or Third Parties potentially compromised. | Y |  |
| R644. | 13. Conduct investigation activities in conjunction with designated parties to maintain the data integrity of any asset which may be needed for evidence.   | Y |  |
| R645. | 14. Collect any data or hardware deemed necessary by designated parties to assist with the Security Incident response, including logs, disk drives, files, servers, work stations, and other items which may be of evidentiary value.   | Y |  |
| R646. | 15. Maintain evidence integrity and strict chain of custody procedures for any items (physical or logical) relating to the Security Incident response investigation.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R647. | 16. Assist VITA and designated parties in determining the impact and scope of suspected security breaches.   | Y |  |
| R648. | 17. For all Security Incidents follow the Root Cause Analysis process identified in the SMM and work with designated parties for determining the underlying causes of a Security Incident.   | Y |  |
| R649. | 18. Establish a corrective action plan based on RCA findings that lead to actions that avoid or mitigate future Security Incidents.  | Y |  |
| R650. | 19. Establish security leads and other roles as necessary that will have ownership and responsibility for working with designated parties and handling Security Incidents.   | Y |  |
| R651. | 20. Coordinate with designated parties and participate in a Computer Security Incident Response Team (CSIRT) that is tasked to respond to Security Incidents in accordance with the SMM and VITA and Customer IT security requirements, processes and required response times. | Y |  |
| R652. | 21. As directed by the MSI, participate in routine Security Incident Management response exercises to validate the Security Incident response processes in accordance with the SMM.  | Y |  |
| R653. | 22. Report results from the Security Incident Management response exercises and provide recommendations for improvements to the MSI.   | Y |  |
| R654. | 23. Provide any logs or alert and event information required to respond to Security Incidents.   | Y |  |
| R655. | 24. Do not serve any notice or otherwise publicize a Security Incident without the prior written consent of VITA.  | Y |  |
| R656. | 25. Do not provide any information to outside sources (e.g., public, media, VITA or Supplier personnel) of any Security Incidents without the prior written consent of VITA.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R657. | 26. Cooperate with any law enforcement officials, regulatory officials, agencies or associations, where directed by the MSI or VITA and with the consent of VITA.   | Y |  |
| R658. | 27. Provide reports of all Security Incident response details and activities in the Portal or other tools as defined in the SMM or requested by the MSI or VITA.  | Y |  |
| R659. | 28. Provide a summary of all Security Incidents related to the Services and Commonwealth Data to VITA, upon the request of VITA, for all Security Incidents since Commencement.   | Y |  |
| R660. | <b>4.7.5. Security Clearance Management</b>   |   |  |
| R661. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R662. | 1. Follow the documented clearance criteria in the SMM and mechanisms for accomplishing background checks as required by Customers and VITA Rules.  | Y |  |
| R663. | 2. Conduct clearance reviews to include background checks with fingerprints on all Supplier employees, contractors, subcontractors, and any other identified parties proposed to be assigned to perform Services prior to such assignment.                                      | Y |  |
| R664. | 2.1. Customers may elect to conduct such background checks themselves in lieu of Supplier, in which case Supplier will reimburse the Customers the costs incurred performing such background checks.  | Y |  |
| R665. | 2.2. Supplier will not engage any employee, contractor or subcontractor in the performance of Services if the results of such person’s background check and screening do not meet the established criteria. On a case-by-case basis, certain exceptions may be granted by VITA. | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R666. | 2.3. Re-conduct background checks where clearance review criteria are required as specified in the SMM.   | Y |  |
| R667. | 2.4. Individual clearance requirements must be completed and validated by VITA and the Customer prior to accessing any data owned by the Commonwealth.  | Y |  |
| R668. | 2.5. Review and update the clearance review criteria required by VITA and the Customers on an annual basis.   | Y |  |
| R669. | 3. Remove from the VITA account any Supplier employee, contractor or subcontractor whose background check results do not meet the criteria acceptable to VITA and the requirements of the Customers.  | Y |  |
| R670. | 4. Ensure that all persons having been cleared are documented with the identified clearance (e.g., background checks, training) in the Security Clearance System.   | Y |  |
| R671. | 5. Follow reporting procedures, in the SMM, which support immediate notifications to Customers of personnel who are added to or departed from the contract.   | Y |  |
| R672. | 6. Ensure upon personnel separation all issued badging, devices, access materials, etc. are returned to the Supplier prior to leaving Supplier’s control. All Customer issued badging, devices, access materials, etc. must be returned to the Customer or VITA designated party within 7 days. | Y |  |
| R673. | <b>4.7.6. Security Clearance System</b>   |   |  |
| R674. | <i>The Security Clearance System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R675. | 1. Utilize the Security Clearance System as provided by the MSI.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R676. | 2. Limit access to the Security Clearance System to the agreed levels established in the SMM for the type of Supplier Users who require access to the systems.  | Y |  |
| R677. | 3. Participate in MSI-required training in using the Security Clearance System.   | Y |  |
| R678. | 4. Ensure all data fields for which the Supplier is responsible are accurate and complete.  | Y |  |
| R679. | <b>4.8. Risk Management</b>   |   |  |
| R680. | <i>In collaboration with, and coordinated through the MSI, Supplier is charged with providing Risk Management related to the IT environment and Services within the context of the ITISP overall business risks. The goal of Risk Management is to quantify the impact to the business that a loss of service or asset would have (the Impact), to determine the likelihood of a threat or exploitation of a vulnerability to actually occur, and then to manage activity against the identified risk.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R681. | 1. Utilize the framework for risk management provided by the MSI for the Services, including:   | Y |  |
| R682. | 1.1. Document, implement and maintain sections of the SMM to include the VITA risk policies, processes, tools and standards pertaining to Supplier in accordance with the NIST Risk Management Framework.   | Y |  |
| R683. | 1.2. Coordinate initial Supplier implementation and ensure continual maintenance of standard tools and processes for risk management as determined by the Risk Management Framework.  | Y |  |
| R684. | 1.3. Support the appropriate governance forums with specific risk content as requested by the MSI.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R685. | 2. Utilize risk indicators across the Services to monitor risk and assist the detection of emerging trends and control failures (reference event management).   | Y |  |
| R686. | 3. Integrate the governance, risk and compliance tool(s) with the CMDB, with two-way data exchange.   | Y |  |
| R687. | 4. Integrate activities with Event Management to detect risks and emerging trends.  | Y |  |
| R688. | 5. Assist the MSI in creating a Plan of Actions and Milestones (POAM) detailing the plan to remediate or mitigate risks within the timeframe established by VITA or the Customer and implement risk escalation and reporting across the services. | Y |  |
| R689. | 6. Support risk escalation and reporting.   | Y |  |
| R690. | 7. Address known control weaknesses with controls operated within the existing services as notified to the Supplier.  | Y |  |
| R691. | 8. Provide proposals to address new control requirements and propose options with costs for implementing such controls and mitigating the risks to the Customers.   | Y |  |
| R692. | 9. Utilize the solution that provides access for Customers and the Service Tower Suppliers to common risk and controls information, including reports, risk logs, action plans, key controls and risk indicator data.                             | Y |  |
| R693. | 10. Participate in monthly, or as outlined in the SMM, reviews with the MSI regarding the effectiveness of controls to ensure compliance with regulations and Customers policies. Reviews will include:   | Y |  |
| R694. | 10.1. Progress in addressing risks that need to be mitigated in the Suppliers' services   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R695. | 10.2. Emerging trends and risks.   | Y |  |
| R696. | 10.3. The effectiveness of key controls.   | Y |  |
| R697. | 10.4. Progress in addressing known control deficiencies – arising from the Supplier’s own assurance activities, audits, any SSAE 16 reviews and any Customer or Supplier assurance activity. | Y |  |
| R698. | 11. Participate in monthly, or as outlined in the SMM, forum with all of the other Service Tower Suppliers, the MSI, VITA designated entities and ITISP Governance and provide:              | Y |  |
| R699. | 11.1. Progress in addressing risks that need to be mitigated in the Suppliers’ services.   | Y |  |
| R700. | 11.2. Emerging trends and risks.   | Y |  |
| R701. | 11.3. The effectiveness of key controls.   | Y |  |
| R702. | 11.4. Progress in addressing known control deficiencies – arising from the Supplier’s own assurance activities, audits, any SSAE 16 reviews and any Customer or Supplier assurance activity. | Y |  |
| R703. | <b>4.8.1. Risk Monitoring, Identification and Reporting</b>  |   |  |
| R704. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R705. | 1. Participate in regular, formal risk assessments, in accordance with VITA Rules and SMM, Customers and the MSI, and document the results.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R706. | 2. Report risks using a standard operational risk register, which will be maintained by the MSI for all the ITISP Services and available for Users (Users may be limited, i.e., not all users) as defined in the SMM. | Y |  |
| R707. | 3. Provide on-going monitoring of the operations for change and emerging risks and trends.  | Y |  |
| R708. | 4. Report and escalate these trends, changes and emerging risks through the MSI to VITA and ITISP Governance.   | Y |  |
| R709. | 5. Monitor Incidents and assess those that could have, or did, result in loss to Customers to ensure risks of a repeat are assessed and mitigated.  | Y |  |
| R710. | 6. Identify and report risks, including the service impact assessment, arising from the activities in the delivery of the end-to-end service.   | Y |  |
| R711. | 7. Support the activities of Customer’s staff, auditors or regulators in conducting assurance activities on the design and effectiveness of key controls across the end-to-end services.                              | Y |  |
| R712. | 8. Report on the activities to address any control weaknesses identified in the above assurance activities.   | Y |  |
| R713. | <b>4.8.2. Risk Prevention and Mitigation</b>  |   |  |
| R714. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R715. | 1. Take appropriate proactive actions to prevent or mitigate new or emerging risks for the Services.  | Y |  |
| R716. | 2. Manage all risks assigned by VITA, including identifying and implementing treatments to mitigate the risks for the Services.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R717. | 3. Participate in regular risk assessments, in accordance with the SMM, and in compliance with VITA Rules.  | Y |  |
| R718. | 4. Support the preparation of proposals for approval by VITA that meet Customers control objectives and requirements for changes to existing key controls or new key controls to prevent or mitigate risks. At a minimum, the risk treatment plan will include: | Y |  |
| R719. | 4.1. Goals and objectives.  | Y |  |
| R720. | 4.2. Scope.   | Y |  |
| R721. | 4.3. Audience.  | Y |  |
| R722. | 4.4. Asset and attribute details.   | Y |  |
| R723. | 4.5. Risks.   | Y |  |
| R724. | 4.6. Existing controls.   | Y |  |
| R725. | 4.7. Controls to be implemented.  | Y |  |
| R726. | 4.8. Actions to be taken.   | Y |  |
| R727. | 4.9. Roles and responsibilities.  | Y |  |
| R728. | 5. Implement key controls, and changes to existing controls, to address risks.  | Y |  |
| R729. | 6. Assist the MSI in conducting and reporting on Risk Assessments that will, at a minimum, include:   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R730. | 6.1. Assets:   | Y |  |
| R731. | <ul style="list-style-type: none"> <li>Asset name.</li> </ul>                                  | Y |  |
| R732. | <ul style="list-style-type: none"> <li>Asset category.</li> </ul>                              | Y |  |
| R733. | <ul style="list-style-type: none"> <li>Asset owner.</li> </ul>                                 | Y |  |
| R734. | 6.2. Risk assessment:  | Y |  |
| R735. | <ul style="list-style-type: none"> <li>Risk analysis (threats and vulnerabilities).</li> </ul> | Y |  |
| R736. | <ul style="list-style-type: none"> <li>Business impact.</li> </ul>                             | Y |  |
| R737. | <ul style="list-style-type: none"> <li>Likelihood.</li> </ul>                                  | Y |  |
| R738. | <ul style="list-style-type: none"> <li>Risk evaluation.</li> </ul>                             | Y |  |
| R739. | 6.3. Risk treatment (controls):  | Y |  |
| R740. | <ul style="list-style-type: none"> <li>Risk appetite.</li> </ul>                               | Y |  |
| R741. | <ul style="list-style-type: none"> <li>Risk mitigation.</li> </ul>                             | Y |  |
| R742. | <ul style="list-style-type: none"> <li>Controls.</li> </ul>                                    | Y |  |
| R743. | 6.4. Risk residual.  | Y |  |

|       |  |  |  |
|-------|--|--|--|
| R744. | <b>5. Service Transition</b>   |  |  |
| R745. | <p><i>The MSI will undertake Service Transition processes and the management and coordination of the processes, systems, and functions required for the building, testing and deployment of new and changed Tower Services.</i></p> <p><i>The Service Transition processes described in this section are as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Change Management</i></li> <li>• <i>Change Evaluation</i></li> <li>• <i>Project Management Transition Planning and Support</i></li> <li>• <i>Release and Deployment Management</i></li> <li>• <i>Service Validation and Testing</i></li> <li>• <i>Service Asset and Configuration Management</i></li> <li>• <i>Knowledge Management</i></li> </ul>  |  |  |
| R746. | <b>5.1. Change Management</b>  |  |  |
| R747. | <p><i>Change Management seeks to control the lifecycle of all Changes. Change Management comprises an end-to-end process that minimizes risk, cost and business disruption, while protecting the computing environment and the delivery of related Services. All changes to Configuration Items must be carried out in a planned and authorized manner. This includes identifying the specific Configuration Items and IT Services affected by the Change, planning the Change, communicating the Change, deploying the Change, testing the Change, and having a back-out plan should the Change result in a disruption of the Service. This also includes tracking and oversight for all Changes.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |  |  |



|       |   |   |  |
|-------|---|---|--|
| R748. | 1. Utilize the standardized, Integrated Change Management Process and its supporting procedures, as documented in the SMM, for the efficient and effective handling of all changes to the Services, to manage Operational Changes to the Services, subject to approval from Customers, VITA and ITISP Governance, in a way that minimizes risk exposure and maximizes availability of the Services. | Y |  |
| R749. | 2. Document all Change Management activity in accordance with the requirements in the SMM.  | Y |  |
| R750. | 3. Collaborate with the MSI and VITA to define the criteria for Emergency Changes, Normal Changes and Standard Changes. Ensure clear definition for Standard Changes that can be actioned through the Request Fulfillment Process versus the Change Management Process.   | Y |  |
| R751. | 4. Participate in information exchange between and among the Service Tower Suppliers in order to drive an effective Integrated Change Management Process.   | Y |  |
| R752. | 5. Participate in the Change Advisory Board in accordance with the requirements of the SMM.   | Y |  |
| R753. | 6. Participate in Change Management activities across all functions, Sites, regions, other Service Tower Suppliers, and Third Party Vendors that provide services to Customers.   | Y |  |
| R754. | 7. Use or integrate with the MSI's Service Management Systems to automate the process of scheduling, describing, tracking, and reporting on Operational Changes to the environment. Such use will also provide for integration and linkage to other Systems that need to be updated as a result of Operational Changes.   | Y |  |
| R755. | 8. Utilize electronic interfaces provided by the MSI to allow the recording of all Change Management in the Service Management Systems.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R756. | 9. Create accurate and complete records detailing the lifecycle of every individual Operational Change for every Request for Operational Change received (even those that are subsequently rejected) and store the Change Records in the Change Management System and update the CMDB. | Y |  |
| R757. | 10. Participate in Change Management meetings in accordance with the SMM and as required by the MSI.   | Y |  |
| R758. | 11. Submit proposed Operational Changes to the MSI in advance of Change Management meetings as required by the SMM.  | Y |  |
| R759. | 12. For each Operational Change, ensure compliance with Customers' policies (e.g., avoiding blackout dates, using scheduled patch or maintenance windows) as documented in the SMM.  | Y |  |
| R760. | 13. Participate in reviews of proposed Changes and schedules with the MSI, VITA, Customers and the other Service Tower Suppliers and obtain all necessary approvals, as defined in the SMM, for proposed Operational Changes.  | Y |  |
| R761. | 14. Review CI's listed in the CMDB and operational documentation or runbooks before changes are scheduled for specific notes on change procedures.   | Y |  |
| R762. | 15. Collaborate with Customers, all affected Service Tower Suppliers, Third Parties and designated representatives at Sites potentially affected by a Change in order to minimize disruption of normal business processes.   | Y |  |
| R763. | 16. Provide the status of scheduled Operational Changes in accordance with requirements in the SMM.  | Y |  |
| R764. | 17. Provide data to the MSI on every Operational Change attempted.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R765. | 18. Provide an audit trail of any and all Operational Changes to all environments, including a record of the Operational Change made and the authorization to make the Operational Change. | Y |  |
| R766. | 19. Provide Customers with the ability to pre-approve Standard Changes. Such approvals will be documented as per the SMM.  | Y |  |
| R767. | 20. Utilize the log provided by the MSI to document all scheduled upcoming Releases and Operational Changes as part of the Change Management Process.                                      | Y |  |
| R768. | 21. Provide input to the MSI for a calendar of expected future Operational Changes projecting out for at least the next 90-days and renewed on a weekly basis.                             | Y |  |
| R769. | 22. Provide input to the MSI for monthly Change Management reports in a format prescribed in the SMM.  | Y |  |
| R770. | 23. Document regular periods for scheduled maintenance, standard changes and emergency changes.  | Y |  |
| R771. | 24. Execute the process defined in the SMM for unscheduled maintenance and non-standard changes.   | Y |  |
| R772. | 25. Execute Standard Changes within the defined Maintenance Periods.   | Y |  |
| R773. | 26. Conform maintenance schedules to Customer defined freezes and Maintenance Periods.   | Y |  |
| R774. | 27. Raise Operational Changes using the agreed request for Operational Change process as directed by the MSI.  | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R775. | 28. Assess the change and recommend amendments to the Integrated IT Service Continuity Management plan, capacity plan, security plan and test plan accordingly.  | Y |  |
| R776. | 29. Participate in Post Implementation Reviews across all towers for Operational Changes to determine if the Operational Change was successful and to identify opportunities for improvement.  | Y |  |
| R777. | 30. Create rollout, test, and roll back plans for every request for an Operational Change to the Services.   | Y |  |
| R778. | 31. Where successful Changes result in an Incident because of that Change, execute the roll back plan against the Change, as directed by the MSI and approved by Customers.  | Y |  |
| R779. | 32. As directed by the MSI, update operational and other documentation affected by the Operational Change.   | Y |  |
| R780. | 33. Report the status of scheduled Operational Changes to the MSI; include a comprehensive list of projects and dates.   | Y |  |
| R781. | 34. Provide input to an Operational Change schedule of upcoming Releases and Operational Changes, maintained by the MSI.   | Y |  |
| R782. | 35. Complete security testing for all new, changed, and/or upgraded equipment, networks, software and services is conducted as part of the Change Management process. Security testing to include unit, System, vulnerability, integration and regression testing. Report status of security testing to MSI. | Y |  |
| R783. | 36. Evaluate all new and upgraded service components for compliance with VITA Rules as part of the Change Management process.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R784. | <b>5.1.1. Change Management System</b>  |   |  |
| R785. | <i>The Change Management System is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R786. | 1. Utilize the standardized methods and procedures, provided by the MSI, for the efficient and effective handling of all Changes (an overall Change Management process documented in the SMM), including the Change Advisory Board to manage Changes to the Services. | Y |  |
| R787. | 2. Use MSI’s tools and processes as required to automate the recording, assessing, scheduling, documenting, tracking, and reporting on Changes to the environment or integrate Supplier’s systems with MSI’s tools.   | Y |  |
| R788. | 3. Log all modifications in Change Records, to provide full tracking, audit trail and change control at the named-user level.   | Y |  |
| R789. | 4. Utilize the MSI’s standard request for change form to request Changes, which will remain in use throughout the life of the change until formal closure as called for by the Change Management Process.   | Y |  |
| R790. | <b>5.2. Change Evaluation</b>   |   |  |

|       |  |   |  |
|-------|--|---|--|
| R791. | <p><i>Change Evaluation seeks to assess major Changes, like the introduction of a new service or a substantial change to an existing service, before those Changes are allowed to proceed to the next phase in their lifecycle.</i></p> <p><i>In collaboration with, and coordinated through the MSI, the Supplier will implement, maintain and operate the common and shared Change Evaluation Process that completes the following activities for new or changed services:</i></p> <ul style="list-style-type: none"> <li>• <i>Planning of the evaluation based on the Service Design Package</i></li> <li>• <i>Evaluation of intended and unintended impact of the changes</i></li> <li>• <i>Evaluation of risk and predicted performance of the solution against Customer’s requirements</i></li> <li>• <i>Evaluation of actual performance post-change</i></li> </ul> <p><i>The MSI will coordinate and manage the Change Evaluation process across all Tower Services.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R792. | <p>1. Conduct the activities to achieve compliance with VITA Rules and Customer’s policies and standards throughout the process.</p>   | Y |  |
| R793. | <p>2. Perform an evaluation to analyze the intended and unintended effects of a Change and provide a report of the evaluation to the MSI.</p>  | Y |  |
| R794. | <p>3. Perform a risk assessment based on the required specifications, predicted performance and the acceptance criteria for the proposed Change, and reporting assessment findings to the MSI.</p>   | Y |  |
| R795. | <p>4. After implementing a Change, provide input to the MSI on the actual performance of the Service.</p>  | Y |  |
| R796. | <p>5. Report all findings in an Evaluation Report to the MSI.</p>  | Y |  |
| R797. | <p><b>5.3. Release and Deployment Management</b></p>   |   |  |

|       |   |   |  |
|-------|---|---|--|
| R798. | <p><i>Release and Deployment Management (R&amp;DM) seeks to plan, schedule and control the movement of solutions into test and then into live environments, with the primary goal of ensuring the integrity of that live environment.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p>  |   |  |
| R799. | <ol style="list-style-type: none"> <li>Utilize the Integrated Release and Deployment Management process as defined in the SMM so that any change to the Services is controlled, tested, traceable, authorized, and implemented in a structured manner with an associated transition plan.</li> </ol>  | Y |  |
| R800. | <ol style="list-style-type: none"> <li>Utilize measurement processes across all Services to record and report the success and failure of Releases, including recording Incidents related to Release activities in the period following a Release.</li> </ol>  | Y |  |
| R801. | <ol style="list-style-type: none"> <li>Make recommendations to MSI regarding the creation of and improvements to the Release and Deployment Management and measuring processes.</li> </ol>  | Y |  |
| R802. | <ol style="list-style-type: none"> <li>As directed by the MSI, assist in the design of the integrated Release packages to support the build and test environments subject to Customer approval.</li> </ol>  | Y |  |
| R803. | <p><b>5.3.1. Release Management</b></p>   |   |  |
| R804. | <p><i>Release Management provides for the execution of releases and deployments into the Production environment for changes to the Services and their component Configuration Items (including software, service management processes, hardware and associated documentation).</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R805. | <ol style="list-style-type: none"> <li>Implement controls to manage risks and achieve compliance with VITA Rules (e.g., regulations, Customer’s policies and standards) throughout the R&amp;DM process.</li> </ol>   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R806. | 2. Define the Release design, date, and time of day, subject to designated Customer's review and approval (such as big bang, phased, push and pull, automated, manual).   | Y |  |
| R807. | 3. Construct the Release package, which may consist of a single Release Unit or a collection of Release Units.  | Y |  |
| R808. | 4. Validate that all items being rolled out or changed are secure and traceable through the Configuration Management System and CMDB.   | Y |  |
| R809. | 5. Utilize the Software control and distribution process as defined in the SMM, including the management of the Software Configuration Items and their distribution and implementation into the live Environment. | Y |  |
| R810. | 6. Produce impact assessments in support of MSI, other Service Tower Suppliers, and Customer Release planning.  | Y |  |
| R811. | 7. Develop implementation and back-out plans for approved Changes that will be included in a Release.   | Y |  |
| R812. | 8. Design, build, track, and coordinate the testing, implementation, and, if necessary, back-out of all Releases.   | Y |  |
| R813. | 9. Participate in the resolution of Release issues across the Managed Environment.  | Y |  |
| R814. | 10. Assign a Single Point of Contact (SPOC) for each requested Release.   | Y |  |
| R815. | 11. As directed by the MSI or as specified in the SMM, develop Release communications and participate in Release preparation and training activities.   | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R816. | 12. Provide frequent updates regarding Release status to the MSI, or to other entities as specified in the SMM.   | Y |  |
| R817. | 13. Provide day-one and early life support for a period of time directly after the deployment of a new or changed IT Service to include a review of the Key Performance Indicators, Service Levels, monitoring Thresholds, and provision of additional resources for Incident and Problem Management, in accordance with the SMM.                                       | Y |  |
| R818. | 14. Follow the Build process in accordance with the SMM.  | Y |  |
| R819. | <b>5.3.2. Service Validation and Testing</b>  |   |  |
| R820. | <i>Service Validation and Testing (SV&amp;T) ensures that deployed Services meet customer expectations, and verifies that IT operations are able to support the Service as implemented (e.g., new services, additional services, projects, releases, and major changes). In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R821. | 1. Follow the integrated SV&T process, as defined in the SMM, to ensure changes to the Services are tested and fit for purpose and use. The design of the testing controls and any changes to that design are subject to VITA and/or designated Customer’s prior approval.  | Y |  |
| R822. | 2. As directed by the MSI, the following activities will be supported for releases with identified impact or risk to designated Customers:  | Y |  |
| R823. | 2.1. Create SV&T plans, controls, pilot sites and/or checklists to validate designated Customer acceptance.   | Y |  |
| R824. | 2.2. Integrate Supplier's testing process with Customer’s integrated SV&T process, where the processes interact.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R825. | 2.3. Integrate Supplier’s testing process with other Service Tower Supplier’s integrated SV&T process, where the processes interact.  | Y |  |
| R826. | 2.4. Utilize validation processes defined by designated Customers and as documented in the service request. Record and report the success and failure of testing, including recording failed testing plans and any incidents related to failed testing activities in the period following a deployment of Services. | Y |  |
| R827. | 3. As directed by the MSI, participate in the selection of Integrated SV&T tools that support the execution of the integrated SV&T process.   | Y |  |
| R828. | <b>5.3.3. Pre-Production Testing</b>  |   |  |
| R829. | <i>In collaboration with and coordinated through the MSI, Supplier will plan and ensure completion of an integrated pre-production test across all affected Services prior to migrating a system or service into the Customer’s Production Environment. This includes:</i>  |   |  |
| R830. | 1. An independent Quality Assurance (QA) team, provided by the MSI, will verify the release and deployment plan in order to identify risks, issues, and deviations related to the new or changed service.   | Y |  |
| R831. | 2. QA team will prioritize risks, issues, and deviations.   | Y |  |
| R832. | 3. QA team will submit the Pre-Production Validation report to change management.   | Y |  |
| R833. | 4. As directed by the MSI, develop a Pre-Production systems test plan for Systems Integration and validate that the tests were completed to Customer’s satisfaction. Testing is to include the following as appropriate:  | Y |  |
| R834. | 4.1. Customers completion of Functional testing.  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R835. | 4.2. Systems integration testing.   | Y |  |
| R836. | 4.3. Data conversion procedures.  | Y |  |
| R837. | 4.4. LAN/WAN connectivity testing.  | Y |  |
| R838. | 4.5. System load, reliability and performance testing.  | Y |  |
| R839. | 4.6. Regression testing.  | Y |  |
| R840. | 4.7. Application inter-connectivity testing which simulates Customer's Production Environment – including with COTS and custom-developed applications for compatibility.  | Y |  |
| R841. | 4.8. UAT – User Acceptance Testing of a complete whole application.   | Y |  |
| R842. | 4.9. Customer approval to release to Production.  | Y |  |
| R843. | 5. As directed by the MSI, perform quality assurance of the Service Management processes and tools to ensure operational readiness such that the new or changed service can be operated and maintained effectively (fit for purpose and use). Key areas to be tested include: | Y |  |
| R844. | 5.1. Ability of Supplier to respond to and resolve Incidents within Service Levels (includes testing the accuracy of Configuration data and procedures to be followed).   | Y |  |
| R845. | 5.2. Monitoring and reporting tools.  | Y |  |
| R846. | 5.3. Effectiveness of training, operating procedures and documentation.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R847. | 5.4. Effectiveness of service continuity provisions.  | Y |  |
| R848. | 5.5. Security management and patching levels.   | Y |  |
| R849. | 6. Successfully complete approved pre-production testing prior to migrating code into the Customer’s Production Environment and report results to MSI.  | Y |  |
| R850. | 7. Coordinate the resolution of test failure or issues, including platform-integration-related issues with the MSI, Customer or appropriate Service Tower Supplier.   | Y |  |
| R851. | 8. Consolidate and provide test reports to the MSI and VITA that outlines test outcomes and actions being taken to address failures.  | Y |  |
| R852. | 9. Complete post-test mitigation items and report to MSI.   | Y |  |
| R853. | 10. Obtain approval from the MSI to release to Production.  | Y |  |
| R854. | <b>5.3.4. Post Deployment End User Support</b>  |   |  |
| R855. | <i>In collaboration with and coordinated through the MSI Supplier will:</i>   |   |  |
| R856. | 1. Provide and participate in Level 2 Support Service Desk activities to assist special post-deployment support function to accept end user complaints, answer questions, and provide for a list of needed bug fixes. | Y |  |
| R857. | 2. Monitor and review production errors in order to improve test models over time.  | Y |  |
| R858. | 3. Capture and document frequently asked questions and report back to MSI and VITA.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R859. | <b>5.4. Service Asset and Configuration Management (SACM)</b>  |   |  |
| R860. | <p><i>Configuration Management will provide a logical model of the IT infrastructure by identifying, controlling, maintaining, and verifying information related to all Configuration Items that support the Services offered to Customers.</i></p> <p><i>Configuration Management will include the implementation of a Configuration Management System which incorporates information from multiple databases (Configuration Management Databases – CMDBs) that contains details of the components or configuration items (CIs) that are used in the provision, support and management of IT Services provided by the ITISP Suppliers and VITA. This is more than just an “asset register,” since it will contain information that relates to the maintenance, movement, and problems experienced with the CI, and their relationships.</i></p> |   |  |
| R861. | <b>5.4.1. Configuration Management</b>   |   |  |
| R862. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R863. | <ol style="list-style-type: none"> <li>Utilize or integrate with the MSI provided consolidated Configuration Management system (CMS) comprising one or more Configuration Management Databases (CMDB), which contain details of the Configuration Items and their Attributes used in the provision and management of all of the services in the Managed Environment.</li> </ol>  | Y |  |
| R864. | <ol style="list-style-type: none"> <li>Utilize electronic interfaces to transfer and update all Configuration Items and their Attributes that are the Supplier’s responsibility.</li> </ol>  | Y |  |
| R865. | <ol style="list-style-type: none"> <li>Utilize the Configuration Management process defined in the SMM.</li> </ol>   | Y |  |
| R866. | <ol style="list-style-type: none"> <li>Assist the MSI as required to maintain the asset inventory of managed assets, such that:</li> </ol>   | Y |  |
| R867. | <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>The MSI and Supplier record the individual data elements for each asset as part of the inventory.</li> </ol> </li> </ol>  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R868. | 4.2. VITA and Customers approve the asset inventory and changes to the asset inventory.   | Y |  |
| R869. | 4.3. Controls, processes and notifications exist that support VITA’s and Customers’ ability to approve and submit corrections to the asset inventory.   | Y |  |
| R870. | 4.4. A common view in terms of information access and presentation is available to Customers and the Service Tower Suppliers.   | Y |  |
| R871. | 4.5. There is a single source of data for the IT Financial Management System and Chargeback.  | Y |  |
| R872. | 4.6. Asset inventory data is updated no less than weekly and in accordance with the processes and procedures defined in the SMM.  | Y |  |
| R873. | 5. Participate in reviews and audits, as defined in the SMM, to verify the completeness and accuracy of Configuration Items, including operations documents, Equipment, Software, and Applications.                                     | Y |  |
| R874. | 6. Participate in the Configuration Management process to identify, control, maintain, and verify the Configuration Items (CIs) approved by Customers, as comprising the Equipment, Software, and Applications to provide the Services. | Y |  |
| R875. | 7. Utilize defined controls to validate that any change to any CI record in the CMS/CMDB is the result of an approved Request for Change (RFC).   | Y |  |
| R876. | 8. As directed by the MSI, validate the currency of the CMDB against source within Supplier information systems.  | Y |  |
| R877. | 9. As directed by the MSI and defined in the SMM, perform on-site, physical inventory reconciliation and verification of the Supplier’s physical inventories in response to an error or exception in Billing or CMDB accuracy.          | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R878. | 10. As required by the MSI, produce periodic reports and respond in a timely manner to queries and requests concerning the inventory data or supporting information.   | Y |  |
| R879. | 11. As required by the MSI, provide the master copy and associated documentation for all Customer specific Software associated with the Services for storage in a secure Definitive Software Library (DSL) supporting the Managed Environment. | Y |  |
| R880. | 12. As required by the MSI and defined in the SMM, perform required license compliance reporting.  | Y |  |
| R881. | <b>5.4.2. Configuration Management System (CMS/CMDB)</b>   |   |  |
| R882. | <i>The Configuration Management System and Configuration Management Database (CMS/CMDB) is a Service Management System.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>           |   |  |
| R883. | 1. Maintain Supplier data in the MSI-provided CMS / CMDB that will serve as the single source of information regarding all Configuration Items and assets for Supplier Services.   | Y |  |
| R884. | 2. Ensure that all Configuration data related to the Services resides in the CMS / CMDB.   | Y |  |
| R885. | 3. The MSI-provided CMS / CMDB will:   | Y |  |
| R886. | 3.1. Maintain the relationships between all service components and any related Incidents, problems, known errors, change and release documentation.  | Y |  |
| R887. | 3.2. Provide a customizable set of views for different stakeholders through the service lifecycle.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R888. | 3.3. Consolidate data from several physical CMDBs as necessary, which may together constitute a federated CMS/CMDB.   | Y |  |
| R889. | 3.4. Automate processes, discovery tools, inventory and validation tools, enterprise systems and network management tools, etc. to load and update the CMS / CMDB.                                  | Y |  |
| R890. | 3.5. Support mapping of logical information to physical assets (e.g., Applications, software, DR RTO/RPO, Billing Field, virtual server instance associations with physical hosts).                 | Y |  |
| R891. | 4. Validate and correct CMS/DMDB data related to Supplier’s Services.   | Y |  |
| R892. | <b>5.4.3. License Management and Compliance</b>   |   |  |
| R893. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include the following:</i>   |   |  |
| R894. | 1. Ensure compliance with all Software licenses in accordance with the SMM.   | Y |  |
| R895. | 2. Adhere to Service-specific processes, developed with the MSI and documented in the SMM, that support the particular licensing associated with the Services and the Customer use of the Services. | Y |  |
| R896. | 3. Support the MSI in its efforts to proactively manage the use of the Software in order to maintain strict compliance, including MSI requirements to:  | Y |  |
| R897. | 3.1. Immediately notify and advise Customers of all Software license compliance issues associated with the Services and Customers retained Software.  | Y |  |
| R898. | 3.2. For Customers’ retained Software, track and maintain the applicable licensing and use information received from Customers’ business units.   | Y |  |



|       |   |   |  |
|-------|---|---|--|
| R899. | 3.3. Report on Equipment with the presence of any unauthorized or non-standard Software.  | Y |  |
| R900. | 3.4. Track license counts and associations including all relevant details (e.g., #cores) within the CMDB.   | Y |  |
| R901. | 3.5. Manage and track security certificates provided by Supplier and used to secure confidential sessions (e.g., SSL) for Internet and Intranet transactions and communications, including processes and procedures for renewals.   | Y |  |
| R902. | 4. Use or integrate with the MSI provided Software License Management System in order to confirm the presence and version of Software installed on a particular device and that those attributes are recorded in the Asset Management System.   | Y |  |
| R903. | 5. As required by the MSI, provide reporting of license information and compliance to the MSI to support reporting to Customers.  | Y |  |
| R904. | 6. As required by the MSI, assist in the audit and verification of software license compliance.   | Y |  |
| R905. | 7. Where allowed by licensor, support license reuse within and across Customers.  | Y |  |
| R906. | <b>5.5. Knowledge Management</b>  |   |  |
| R907. | <p><i>Knowledge Management seeks to gather, analyze, store and share knowledge and information within the ITISP to improve efficiency by reducing the need to rediscover knowledge. All documentation maintained by the MSI will be subject to approval by VITA, or Customers as appropriate, and will conform to the documentation standards and format agreed upon between VITA and the MSI and documented in the SMM.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |

|       |   |   |  |
|-------|---|---|--|
| R908. | 1. Utilize the Service Knowledge Management System (SKMS) provided by the MSI to capture, store, and present information needed to manage and consume the Services. | Y |  |
| R909. | 2. Create and maintain Self Help articles accessible to all Users. Articles available to Users will be approved by VITA in accordance with the SMM.                 | Y |  |
| R910. | 3. Support the development of Knowledge articles available to the MSI Service Desk personnel that will include at a minimum:  | Y |  |
| R911. | 3.1. A description of the application/service.  | Y |  |
| R912. | 3.2. How to properly categorize the application/service within the Service Management System.   | Y |  |
| R913. | 3.3. Based on impact, the appropriate priority that should be assigned to the Incident or Service Request.  | Y |  |
| R914. | 3.4. In the event the incident can't be resolved, instructions on where (i.e., what queue) the ticket should be routed.   | Y |  |
| R915. | 3.5. When available, a POC/business owner of the applications/service.  | Y |  |
| R916. | 4. Review knowledge articles and utilize the process defined in the SMM to affect changes to existing articles and creation of new ones.                            | Y |  |
| R917. | 5. Utilize the quality management process defined in the SMM to ensure knowledge articles are captured, stored, and presented accurately and completely.            | Y |  |
| R918. | 6. Utilize the Customer information provided by the MSI in accordance with the SMM.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R919. | <b>5.5.1. Training and Education</b>  |   |  |
| R920. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R921. | 1. As directed by the MSI, participate in training on Service Management Systems and supporting processes.  | Y |  |
| R922. | 2. Provide that all Supplier staff interacting with Customers’ business units have reviewed the minimum set of documentation and report status to MSI.  | Y |  |
| R923. | 3. Continually investigate and analyze User training needs. Such analysis will be performed with the objectives of reducing the frequency of Calls to the Service Desk and preparing Users for the introduction of new technology and procedures. | Y |  |
| R924. | 4. As directed by the MSI, provide User training and associated documentation (e.g., user guide) for all Services.  | Y |  |
| R925. | 5. As directed by the MSI, schedule and provide training on individual products either on a requested basis or as a proactive step as part of an implementation project of a new technology or Service.   | Y |  |
| R926. | 6. As directed by the MSI, customize such training so that it is specific to the Users for the Services within the Customer’s environment.  | Y |  |
| R927. | 7. As directed by the MSI, provide multiple levels of training for specific Supplier Services (e.g., beginner and intermediate training in standard functions used by Users and provided as part of Services).                                    | Y |  |
| R928. | 8. As directed by the MSI, provide training in the use of Equipment and/or Software that are used by Users (or that will be used as part of a new technology or service roll-out).  | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R929. | 9. Ensure that all Training material meets the minimum requirements defined in the SMM and in compliance with VITA Rules, update Training material as needed, and report status to MSI. | Y |  |
| R930. | 10. Ensure that all Supplier staff interacting with Customers receive training that includes at least the following information, provided by the MSI:                                   | Y |  |
| R931. | 10.1. The Services being provided.  | Y |  |
| R932. | 10.2. The value of these Services to Customers.   | Y |  |
| R933. | 10.3. The financial structure of charges.   | Y |  |
| R934. | 10.4. Orientation and summaries on Customers business units.  | Y |  |
| R935. | 10.5. VITA Security Policies.   | Y |  |
| R936. | 10.6. Security awareness training.  | Y |  |
| R937. | 10.7. Training to all applicable laws and regulations (e.g., HIPAA).  | Y |  |
| R938. | 10.8. The location of document stores.  | Y |  |
| R939. | 10.9. The location, structure and use of the SKMS.  | Y |  |
| R940. | 10.10. The structure and location of the SMM.   | Y |  |
| R941. | 11. As directed by the MSI, report on the effectiveness of such training and the metrics associated with each staff that received training.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R942. | 12. Ensure that knowledge from previous staff in particular functions and positions is transitioned to new staff and documented in the SKMS.   | Y |  |
| R943. | 13. Report to the MSI on who has attended training, identify potential training requirements, and provide recommended training actions to the MSI.   | Y |  |
| R944. | <b>5.5.2. Document Data Store</b>  |   |  |
| R945. | <p><i>The MSI is responsible for providing tools and processes for the storage of documentation, including the SMM, Service Knowledge Management System, knowledge bases of Incident and Problem resolution workarounds, Training Material, FAQs, and similar documentation for their own organization as well as from other Service Tower Suppliers, Customers and designated Third Parties. These tools, processes and procedures must provide for effective data sharing and profiling across other Service Tower Suppliers and Third Party vendors, and Customers business units.</i></p> <p><i>The Document Data Store is a Service Management System. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R946. | 1. Utilize the processes, procedures and tools defined in the SMM for integration to the Document Data Store.  | Y |  |
| R947. | 2. Execute the defined processes and procedures for the storage of documentation, including the SMM, knowledge base of incident and problem resolution workarounds, Training Material, FAQs, and similar documentation for Supplier’s organization.  | Y |  |
| R948. | 3. Cooperate with the MSI, other Service Tower Suppliers, Third Party Vendors, Customers business units, as specified by VITA, to facilitate effective data sharing and profiling.   | Y |  |
| R949. | <b>5.5.3. Contract Management</b>  |   |  |

|       |  |   |  |
|-------|--|---|--|
| R950. | 1. The MSI shares responsibility for governance and integration of ITISP Services, as such the Supplier will cooperate with the MSI as requested to this end.  | Y |  |
| R951. | <b>5.5.4. Site Information Management</b>  |   |  |
| R952. | 1. The MSI is responsible for managing the master list of inventory, Customer sites, etc., as such the Supplier will cooperate with the MSI as requested to this end.  | Y |  |
| R953. | <b>5.5.5. Customer Information Management</b>  |   |  |
| R954. | 1. Use or integrate with the Customer information management tools provided by MSI.  | Y |  |
| R955. | <b>6. Service Operation</b>  |   |  |
| R956. | The Supplier will undertake Service Operation processes for providing and managing Service for Customers’ business and Users within the agreed to Service Levels.  | Y |  |
| R957. | <b>6.1. Service Desk</b>   |   |  |
| R958. | <i>The Service Desk is an MSI function that provides a strategic central point of contact for Customers regarding the Services provided by the Service Tower Suppliers. The Service Desk supports the Main Processes for Service Operations (i.e., Event Management, Incident Management, Problem Management, Request Management, Access Management) providing an operational single point of contact to manage information, communication and service delivery. Refer to Existing Environment Appendix B6: Service Desk Environment for an overview of the existing Service Desk operations.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R959. | 1. Use or integrate with the Service Management System (SMS) provided by the MSI.  | Y |  |
| R960. | 2. Make updates to the Service Management Systems (SMS) in compliance with the SMM and as directed by the MSI.   | Y |  |

|       |  |   |  |
|-------|--|---|--|
| R961. | 3. Ensure that communications, notices and updates to the Service Management Systems (SMS) are completed in the timeframes as prescribed in the SMM.   | Y |  |
| R962. | 4. Log all relevant details, within an Incident or Service Request, in the appropriate Service Management System (SMS).  | Y |  |
| R963. | 5. Provide Level 2 and Level 3 Support, investigation and triage to resolve customer issues. Support to be available at all times (i.e., 24x7x365).  | Y |  |
| R964. | 6. Ensure closure of all tickets (e.g., Resolved Incidents, Completed Service Requests) in accordance with the SMM, misrouted tickets should be rerouted back to the MSI within the agreed upon timeframe. | Y |  |
| R965. | 7. As directed by the MSI, facilitate improvements in the environment to reduce contact volume to the Service Desk.  | Y |  |
| R966. | 8. Provide points of escalation, or queue owners, as requested by the MSI.   | Y |  |
| R967. | 9. Communicate to Users, other Service Tower Suppliers and the MSI in English, using terms that are clearly understood and consistent with those used by VITA.   | Y |  |
| R968. | 10. Participate in the process defined in the SMM to ensure Knowledgebase articles are complete and kept up-to-date.   | Y |  |
| R969. | 11. Assist the MSI in the correlation of Events and Incidents for proactive actions.   | Y |  |
| R970. | 12. As directed by the MSI, investigate related Events from the Event Correlation and Monitoring System.   | Y |  |

|       |   |   |  |
|-------|---|---|--|
| R971. | 13. As directed by the MSI, investigate related Incidents from the Incident Management System.  | Y |  |
| R972. | 14. Participate in training, which is required by the MSI or specific Customers as documented in the SMM.   | Y |  |
| R973. | 15. Comply with background check requirements of specific Customers.  | Y |  |
| R974. | 16. As directed by the MSI, produce evidence (e.g., a certificate) that Level 2 and Level 3 Support staff have taken Customer specific training.  | Y |  |
| R975. | 17. All technicians working COV Incidents/Service Requests are required to be US Citizens or legally authorized to work in the US.  | Y |  |
| R976. | 18. Provide a mechanism for expedited handling and increased communication of Incidents that are of high business priority to Customers, and Third Party Vendor(s), based on the assigned Severity Level, in compliance with the Escalation processes described in the SMM. | Y |  |
| R977. | 19. Continue to work toward Resolution of the portion of the Incident relevant and related to Services, in compliance with all Incident processes described in the SMM and within agreed Service Levels.  | Y |  |
| R978. | 20. Communicate status updates to Customers and Users (Users may be limited, i.e. not all users) in compliance with the SMM and within agreed Service Levels.   | Y |  |
| R979. | 21. Restore normal service operations as quickly as possible, with minimum disruption to Customer's Business operations, and in compliance with Service Levels.   | Y |  |
| R980. | 22. Participate in Change and Problem management processes in accordance with the SMM.  | Y |  |



|       |  |   |  |
|-------|--|---|--|
| R981. | 23. When requested by the MSI, complete a root cause analysis (RCA).   | Y |  |
| R982. | 24. Prioritize tickets in accordance with the priority matrix defined by VITA and documented in the SMM.   | Y |  |
| R983. | 25. As directed by the MSI, assist in making an initial determination of the potential Resolution and document in the Service Management System.   | Y |  |
| R984. | 26. Transfer Incidents within specified time limits to the appropriate party without compromising Service Levels or security requirements.   | Y |  |
| R985. | 27. Adhere to the standard process documented in the SMM for managing, responding to and resolving Major Incidents (the highest level of prioritization according to the agreed prioritization model). | Y |  |
| R986. | 28. Understand Customers' business, service levels, and respond appropriately.   | Y |  |
| R987. | 29. Understand Customers' technology and sourcing arrangements.  | Y |  |
| R988. | 30. Determine appropriate action and initiate actions that reflect Customer priorities.  | Y |  |
| R989. | 31. Understand changes in products and services, as they become part of the Services provided by Supplier.   | Y |  |
| R990. | 32. Routinely update a list of Frequently Asked Questions regarding the Services.  | Y |  |
| R991. | 33. Provide input and feedback to the Knowledge Database based on the analysis of contacts, Incidents and Problems as directed by the MSI.   | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R992.  | 34. Work with the MSI to ensure infrastructure required to provide a Service is accurately reflected within the CMDB.  | Y |  |
| R993.  | 35. Perform restoration of normal Service operations as quickly as possible following an Incident, with minimum disruption to Customer’s business operations, and in compliance with Service Levels.   | Y |  |
| R994.  | <b>6.2. Incident Management</b>  |   |  |
| R995.  | <i>Incident Management seeks to manage the lifecycle of all Incidents. The Incident Management discipline will encompass Incident Management processes deployed across all Service Tower Suppliers that are designed to: restore service as quickly as possible, minimize disruption to the Customers or Customers business unit, aim for best levels of availability and service quality, promote completely transparent and auditable delivery of service, promote clear communications and the highest level of user satisfaction.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R996.  | 1. Participate in Incident Management processes, as defined in the SMM, that will restore service operation as quickly as possible with minimum disruption to the business, Partner with the MSI to document processes and procedures regarding interfaces, interaction, and responsibilities between dependent levels of Support and any other internal or external persons or entities that may report an Incident, receive an Incident, or support the Resolution of Incidents.   | Y |  |
| R997.  | 2. Assist the Service Desk in assessing and escalating Incidents.  | Y |  |
| R998.  | 3. Link multiple tickets pertaining to the same Incident to an associated master Incident.   | Y |  |
| R999.  | 4. Track and report the progress of Resolution efforts and the status of all Incidents, including:   | Y |  |
| R1000. | 4.1. Review the proposed Resolution time for each Incident with the appropriate party and update the status accordingly.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1001. | 4.2. Provide and maintain regular communications, per the SMM, between all parties and Users (Users may be limited, i.e., not all users) until Incident Resolution.       | Y |  |
| R1002. | 5. Escalate an Incident where the Incident cannot be Resolved within the Service Levels or agreed timeframe.  | Y |  |
| R1003. | 6. Leverage a knowledge base to assist with the Resolution of Incidents and the processing of Service Requests.   | Y |  |
| R1004. | 7. As requested by the MSI or required by the SMM, review and recommend resolution plans for Priority 1 and 2 incidents to the MSI.                                       | Y |  |
| R1005. | 8. Execute closure procedures as directed by the MSI.   | Y |  |
| R1006. | 9. Adhere to the process defined in the SMM to prioritize and escalate Incidents from Customers, designated Users, VIP Users, etc.  | Y |  |
| R1007. | 10. Adhere to the process defined in the SMM, which describes and defines Supplier coordination for issues requiring multi-supplier support.                              | Y |  |
| R1008. | 11. Adhere to the process defined in the SMM, and maintain personnel, for the purpose of supporting critical incidents within the environment. Activities should include: | Y |  |
| R1009. | 11.1. Ownership of incident, assigned to the Supplier, to ensure critical incidents receive immediate attention.  | Y |  |
| R1010. | 11.2. Participate in conference calls with the necessary suppliers in order to appropriately triage the issue.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1011. | 11.3. Assist the MSI with ongoing communications to Customers and key stake holders regarding that status of a critical issue until it has been resolved. | Y |  |
| R1012. | 11.4. Participate in the MSI’s weekly review of Critical Incidents (e.g., work detail notes) in accordance with the SMM.                                  | Y |  |
| R1013. | 12. Utilize SMM defined and documented Incident models that incorporate at a minimum the following elements:  | Y |  |
| R1014. | 12.1. Sequences of tasks, actions or steps to execute the Incident model and resolve the Incident.  | Y |  |
| R1015. | 12.2. Identification of required dependencies, data sources, etc. that must be considered in executing the Incident model.                                | Y |  |
| R1016. | 12.3. Definition of responsibilities and roles to execute the Incident model.   | Y |  |
| R1017. | 12.4. Timescales, milestones and thresholds for executing the Incident model.   | Y |  |
| R1018. | 12.5. Anticipated escalation points and escalation procedures associated with the Incident model.   | Y |  |
| R1019. | 13. Initiate Problem Management as directed by the MSI and as documented in the SMM. Problem Management will be invoked at a minimum when:                | Y |  |
| R1020. | 13.1. The Service is still interrupted, and a workaround is not available.  | Y |  |
| R1021. | 13.2. The root cause of the Incident has not been identified.   | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1022. | 13.3. Multiple occurrences of an Incident warrant a Root Cause Analysis  | Y |  |
| R1023. | 13.4. VITA or Customers request (see Problem Management).  | Y |  |
| R1024. | 14. As requested by the MSI, assist with the analysis of Incident trends, and recommend and implement actions to reduce Incidents  | Y |  |
| R1025. | 15. As requested by the MSI or required in the SMM, support the MSI in all required Incident Management reporting and communications.  | Y |  |
| R1026. | <b>6.2.1. Major Incident Management</b>  |   |  |
| R1027. | <p><i>Major Incident Management is a specialized form of Incident Management, to provide swift recovery to serious interruptions of business activities and must be Resolved with high degree of urgency. Major Incidents often require additional levels of communication and coordination and engage specialist support groups or Third Party Vendors (e.g., Level 3 Support). Major Incidents are defined by the impact outage has or could have on Customer’s business and may be determined by the urgency and priority of the Incident.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R1028. | 1. Utilize the process defined in the SMM for managing Major Incidents (the highest level of prioritization according to the agreed prioritization model) from identification through closure, as directed by the MSI.   | Y |  |
| R1029. | 2. Participate in a team (scoped as appropriate to the type of incident) to work under the direct leadership of the Incident Manager, in order to concentrate on this incident alone to ensure that adequate resources and focus are provided to finding a swift resolution.   | Y |  |
| R1030. | 3. Participate in any supporting conference bridges, on-line work spaces, or war rooms that may be required to support the effective facilitation of Incident diagnosis and resolution.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1031. | 4. Provide support of the Major Incident to the MSI, from identification to resolution, including the following:                      | Y |  |
| R1032. | 4.1. Review the proposed Resolution time for each Major Incident with the appropriate party and update the status accordingly.        | Y |  |
| R1033. | 4.2. Keep the MSI informed of changes in Major Incident status throughout the Incident life cycle, in accordance with Service Levels. | Y |  |
| R1034. | 4.3. Keep the MSI informed of anticipated Resolution times for active Major Incidents.  | Y |  |
| R1035. | <b>6.2.2. Incident Escalation</b>   |   |  |
| R1036. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>                                     |   |  |
| R1037. | 5. Support process and procedures for Customers and other Service Tower Supplier(s) to escalate Incidents, as directed by the MSI.    | Y |  |
| R1038. | 6. For Incidents not resolved in the agreed time frame, provide for escalation to Supplier’s management.                              | Y |  |
| R1039. | 7. Escalate Incidents according to processes and procedures documented in the SMM.  | Y |  |
| R1040. | 8. Automatically prioritize high-impact Incidents, as defined in the SMM, such that they are treated with the highest priority.       | Y |  |
| R1041. | 9. Adhere to the escalation process and procedures defined in the SMM that reflect and describe at a minimum the following items:     | Y |  |
| R1042. | 9.1. Severity Level of the Incident.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1043. | 9.2. Impact on affected Users (e.g., location of the Incident, names and/or number of users).   | Y |  |
| R1044. | 9.3. Priority of the User (e.g., Executive Director, Legislative request, etc.)   | Y |  |
| R1045. | 9.4. Elapsed time before an Incident is escalated for Resolution as if it were the next higher Severity Level.  | Y |  |
| R1046. | 9.5. The levels of involvement (and notification), for escalation of Incidents, of Supplier management and Customers management at each Severity Level. | Y |  |
| R1047. | 9.6. Investigative and diagnostic activities to identify temporary workarounds for each Incident.   | Y |  |
| R1048. | 9.7. Incident Resolution activities to restore normal service in compliance with the Service Levels.  | Y |  |
| R1049. | 9.8. Ability to Resolve Incidents by matching Incidents to known errors that are stored in a Known Error Database.                                      | Y |  |
| R1050. | 9.9. Ability to Resolve Incidents by implementing workarounds that are stored in a Known Error Database.  | Y |  |
|        | 9.10. Process used to escalate Incidents to appropriate support teams when necessary.   | Y |  |
|        | 9.11. Process used to escalate Incidents to appropriate support teams when necessary.   | Y |  |
|        | 9.12. Process used to escalate Incidents to Supplier’s management team.   | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1051. | <b>6.2.3. Incident Management System</b>   |   |  |
| R1052. | <i>The Incident Management System and the central Knowledge Database are Service Management Systems. In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1053. | 1. All infrastructure supporting the Service Desk will be located within the continental United States.  | Y |  |
| R1054. | 2. The SMS, SKMS and other systems used by Service Desk personnel, including Level 2 and Level 3 Support personnel, must adhere to VITA Rules.   | Y |  |
| R1055. | 3. All Commonwealth data (e.g., recorded calls, tickets, resolution) will stay within the continental United States.   | Y |  |
| R1056. | 4. Use the Incident Management System in accordance with the SMM and provided by the MSI, which will provide all required licenses and/or interfaces.  | Y |  |
| R1057. | <b>6.3. Event Management</b>   |   |  |
| R1058. | <i>Events are any detectable or discernible occurrence that has significance to the management of the Managed Environment or Customer business. Events are typically notifications from IT services and monitoring tools. Event Management is the process that monitors all events that occur through the infrastructure and detects and appropriately actions and escalates exception conditions. Our goal is to have end-to-end Event Management across the ITISP Services with correlation between each Service Tower as required to improve proactive response to Incidents and operational issues.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |



|        |  |   |  |
|--------|--|---|--|
| R1059. | 1. Utilize or integrate with the MSI-provided Event Management and Correlation System (EMCS) for Event monitoring, tracking and reporting for all Services in accordance with processes and procedures documented in the SMM and as directed by the MSI. This includes all environments within the ITISP services (e.g., Production, Pre-production, Test and Development Environments, Applications, Network, Midrange and Distributed Environments). | Y |  |
| R1060. | 2. Update the Event Management and Correlation System within designated timeframes with the Event information (Event categories, Event types, thresholds, defined actions) for the defined services and Configuration Items under management and any other relevant information.   | Y |  |
| R1061. | 3. Utilize an integrated, proactive Event Management process, as documented in the SMM, and automated tools so that all Services are monitored and such that any Events occurring in the Services are identified, promptly actioned, recorded and reported.  | Y |  |
| R1062. | 4. Measure actual performance against Service Levels and analyze performance metrics to identify whether performance has exceeded trigger-points indicating an increased risk of service level failure; raise such issues as an Event.   | Y |  |
| R1063. | 5. Provide Event data to the MSI for correlation that facilitates Problem Management and Root Cause Analysis of service failures.  | Y |  |
| R1064. | 6. Produce trend reports for the MSI to highlight underlying production issues, emerging risks and responding proactively to potential areas of weakness or concern.   | Y |  |
| R1065. | 7. Work with the MSI and Customers to:   | Y |  |
| R1066. | 7.1. Assist in processing unassigned or un-assignable Application and Infrastructure Events and breached thresholds.   | Y |  |
| R1067. | 7.2. Participate in joint coordination meetings to address Events.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1068. | 7.3. Prevent unnecessary rerouting and/or reassignments of Events.  | Y |  |
| R1069. | 7.4. Receive and handle Events generated from other sources, such as Network monitoring or third party surveillance. For each Event, a documented action must be defined between the parties.   | Y |  |
| R1070. | <b>6.4. Problem Management</b>  |   |  |
| R1071. | <i>Problem Management seeks to manage the lifecycle of all Problems. The primary objectives of Problem Management are to prevent Incidents from happening, and to minimize the impact of incidents that cannot be prevented. Proactive Problem Management analyzes Incident Records, and uses data collected by other IT Service Management processes to identify trends or significant Problems. The Problem Management Process will minimize the adverse effect on the business of Incidents and Problems caused by errors in the IT infrastructure, Applications, systems and supporting components, and will proactively prevent the occurrence of Incidents and Problems by identifying and eliminating causes of failure.</i><br><br><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1072. | 1. Utilize the integrated Problem Management process defined in the SMM across the Services to improve the quality of Services and reduce the recurrence of Incidents.  | Y |  |
| R1073. | 2. As directed by the MSI, perform or participate in the Root Cause Analysis process (as defined in the SMM) across the Supplier Services to identify the fault that caused the Incident to occur.  | Y |  |
| R1074. | 3. Participate in regularly scheduled Problem Management meetings with all Integrated Suppliers to prioritize the resolution of Problems.   | Y |  |
| R1075. | 4. Ensure that Problem resolution and corrective actions taken are sufficient to address the Root Cause fully and that problems do not reoccur in the same or similar environments or under similar conditions. This includes the update of manuals, procedures, and other documentation.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1076. | 5. Allow for escalation to appropriate Supplier management if corrective actions are not being taken as directed by the MSI.  | Y |  |
| R1077. | 6. Utilize or integrate with the MSI-provided tools, scripts and enhanced processes to proactively perform Problem Management, with the objectives of automating the Problem Management process and predicting Problems before they occur.      | Y |  |
| R1078. | 7. Implement measures to avoid unnecessary recurrence of Problems. This includes initiating Change Management to remediate faults in the IT Infrastructure and application systems.   | Y |  |
| R1079. | 8. Participate in Problem tracking efforts and notifications to the Service Desk and the other Service Tower Suppliers, support the MSI as requested and maintain regular communications among all parties until Problem resolution.            | Y |  |
| R1080. | 9. Support the MSI as requested in communications and reporting to VITA, ITISP Governance, Customers affected Users and Service Desk, from the time a Problem is identified through to Resolution, and if necessary, post-resolution follow-up. | Y |  |
| R1081. | <b>6.4.1. Problem Escalation</b>  |   |  |
| R1082. | <i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1083. | 1. For Problems not resolved in the agreed time frame, or as directed by the MSI, utilize the process defined in the SMM for escalating to Supplier’s management.   | Y |  |
| R1084. | 2. Escalate Problems according to processes and procedures documented in the SMM.   | Y |  |
| R1085. | 3. Automatically prioritize high-impact Problems, as defined by VITA, such that they are treated with the highest priority.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1086. | <b>6.4.2. Root Cause Analysis</b>   |   |  |
| R1087. | <i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1088. | 1. Effectively execute Root Cause Analysis (for all Severity 1 Incidents, and other Severity levels as reasonably requested) in compliance with the processes defined in the SMM, and as directed by the MSI.         | Y |  |
| R1089. | 2. Participate in the RCA process from initiation to closure as directed by the MSI.  | Y |  |
| R1090. | 3. Utilize standard tools, forms and criteria for documenting RCAs, as approved by VITA.  | Y |  |
| R1091. | 4. Ensure that all appropriate roles are engaged to perform the RCA process, including VITA and Customers.  | Y |  |
| R1092. | 5. Document the RCA activity and outcomes in records associated with Problems, Known Errors, workarounds and Major Problem reviews, in accordance with processes and procedures in the SMM or as directed by the MSI. | Y |  |
| R1093. | 6. Follow the process documented in the SMM for Customers or VITA to escalate non-performing RCAs, as required by the MSI.  | Y |  |
| R1094. | 7. Comply with RCA reporting requirements as documented in the SMM.   | Y |  |
| R1095. | <b>6.4.3. Major Problem Management</b>  |   |  |
| R1096. | <i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1097. | 1. Utilize the process defined in the SMM for managing Major Problems from identification through closure, as directed by the MSI.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1098. | 2. Provide support for Resolution of the Major Problem as directed by the MSI.  | Y |  |
| R1099. | 3. Assign named staff to support the MSI-designated Problem Manager to ensure an appropriate level of dedicated attention to Major Problems.  | Y |  |
| R1100. | 4. Participate in a team (scoped as appropriate to the type of Problem) to work under the direct leadership of the MSI Problem Manager, in order to concentrate on this Problem alone to ensure that adequate resources and focus are provided to finding a swift resolution. | Y |  |
| R1101. | <b>6.4.4. Problem Management System and Known Error Database</b>  |   |  |
| R1102. | <i>The Problem Management System and Known Error Database are Service Management Systems.<br/>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R1103. | 1. Utilize or integrate with the MSI’s Problem Management System (PMS) and Known Error Database (KEDB) across all Services that will serve as the sources of information regarding Problems.  | Y |  |
| R1104. | 2. Utilize procedures defined in the SMM to create, update and annotate Problem Records in the PMS and Known Error Records in the KEDB.   | Y |  |
| R1105. | 3. Utilize the processes, procedures, tools and scripts described in the SMM to proactively perform Problem Management, with the objectives of automating the Problem Management process and predicting Problems before they occur.   | Y |  |
| R1106. | <b>6.5. Request Management and Fulfillment</b>  |   |  |

|        |   |   |  |
|--------|---|---|--|
| R1107. | <p><i>Request Management &amp; Fulfillment seeks to fulfill and manage all requests for ITISP related Services from designated Users (Users may be limited, i.e., not all users). Requests are managed from the initial request through fulfillment of such requests via Services from multiple sources, such as other Service Tower Suppliers, and Third Party vendors. Refer to <b>Existing Environment Appendix B10: Service Request Environment</b> for an overview of the existing Request Management processes.</i></p> <p><i>The Request Management Process includes requests for catalog offered services that are requested through Service Requests. It directs more complicated requests to the solution design process.</i></p> <p><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R1108. | <ol style="list-style-type: none"> <li>1. Fulfill service requests within the agreed Service Levels and timeframes, to promote Customer and User satisfaction.</li> </ol>   | Y |  |
| R1109. | <ol style="list-style-type: none"> <li>2. Integrate with the Service Management Systems of the MSI for Request Management and Fulfillment.</li> </ol>   | Y |  |
| R1110. | <ol style="list-style-type: none"> <li>3. Adhere to processes defined in the SMM for properly establishing the priority of Service Requests.</li> </ol>   | Y |  |
| R1111. | <ol style="list-style-type: none"> <li>4. Adhere to processes defined in the SMM to support expedited handling of Service Requests.</li> </ol>  | Y |  |
| R1112. | <ol style="list-style-type: none"> <li>5. Complete escalated Service Requests in accordance with the relevant SMM processes.</li> </ol>   | Y |  |
| R1113. | <ol style="list-style-type: none"> <li>6. Participate as requested by the MSI in the development and documentation of processes and procedures regarding interfaces, interaction, and responsibilities among personnel of the Service Tower Suppliers and MSI for the management of Service Requests.</li> </ol>  | Y |  |
| R1114. | <ol style="list-style-type: none"> <li>7. Update required information on Service Requests within designated timeframes to support an up-to-date accurate view of Service Requests.</li> </ol>   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1115. | 8. Ensure proper approval associated with the Service Request (through automated means where practical) prior to Service Request fulfillment following processes defined in the SMM.  | Y |  |
| R1116. | 9. Participate with the MSI in activities to improve the handling of Service Requests and the process for tracking performance.   | Y |  |
| R1117. | 10. Inform the MSI of any issues with the completion of Service Requests and status changes throughout the Service Request life cycle and in accordance with agreed Service Levels and the SMM.   | Y |  |
| R1118. | 11. Provide anticipated completion times for active Service Requests and update notification systems as required to keep Customers informed.  | Y |  |
| R1119. | 12. Review Service Request prior to notification to the MSI that the request can be closed to ensure proper categorization, documentation, confirmation of completion and activities required to initiate other appropriate actions (e.g., configuration information updates, disaster recovery updates). | Y |  |
| R1120. | 13. Track the progress of fulfillment efforts and the status of all Service Requests, including:  | Y |  |
| R1121. | 13.1. Report to the MSI the proposed fulfillment time for each Service Request with the appropriate party and update the status accordingly.  | Y |  |
| R1122. | 13.2. Provide regular updates within designated timeframes as to the status of all Service Requests.  | Y |  |
| R1123. | 13.3. When a Service Request cannot be completed in the committed timeframe, provide a revised completion time after consultation with the requesting Customer in coordination with the MSI.  | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1124. | 14. Ensure that Service Requests follow the Change Management process documented in the SMM, as appropriate.   | Y |  |
| R1125. | <b>6.5.1. Request Management System</b>  |   |  |
| R1126. | <i>The Request Management System is a component or multiple, integrated components of the Service Management System.</i><br><br><i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1127. | 1. Utilize the MSI’s SMS Request Management System or, if Supplier wishes to utilize an existing system, provide integration to the MSI SMS system to provide Customers an integrated view.                                      | Y |  |
| R1128. | 2. Utilize and update the Request Management System with all relevant information relating to a Service Request.   | Y |  |
| R1129. | 3. Archive the Service Requests for analysis and audit.  | Y |  |
| R1130. | <b>6.5.2. Solution Request (RFS)</b>   |   |  |
| R1131. | <i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R1132. | 1. Effective and efficient design review of Customer-provided solution design which includes:  | Y |  |
| R1133. | 1.1. Ensure that a customer-proposed solution leverages existing infrastructure and designs for the most efficient and effective cost solutions.   | Y |  |
| R1134. | 1.2. Provide technical leadership as requested by the MSI.   | Y |  |
| R1135. | 2. Support the MSI’s solution design services, including:  | Y |  |



|        |  |   |  |
|--------|--|---|--|
| R1136. | 2.1. Leverage existing infrastructure and designs for the most efficient and effective cost solutions.   | Y |  |
| R1137. | 2.2. Provide technical leadership as requested by the MSI.   | Y |  |
| R1138. | 2.3. Coordinate with the MSI, other Service Tower Suppliers, VITA and Customers to architect solutions to meet Customer business requirements.   | Y |  |
| R1139. | 3. Effectively utilize the Request for Solution processes documented in the SMM and appropriate mechanisms for the fulfillment of requests, requiring requirements gathering coordination with the customer, design, pricing, solution and proposals; including appropriate communications to adequately set expectations and promote good customer service. | Y |  |
| R1140. | 4. Identify requested solutions that should be considered for inclusion as standard services by proposing addition to the service portfolio pipeline.  | Y |  |
| R1141. | 5. Utilize the Request for Estimate (RFE) processes and appropriate mechanisms as defined in the SMM to support rapid proposal development that provides a level of accuracy for budgetary information without requiring a full solution but including a rough order of magnitude (ROM) estimate of schedule and costs.                                      | Y |  |
| R1142. | 6. Requirements gathering coordination and preparation of RFS and RFE proposals are at no additional charge to VITA or Customers.  | Y |  |
| R1143. | 7. Provide necessary materials and artifacts to the MSI as required in the processes and standards in the SMM.   | Y |  |
| R1144. | 8. Provide a timeframe to the MSI for delivering a solution once requirements are accepted by Customer.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1145. | 9. Provide a proposed approach for solutions to the MSI. The approach should be presented in the written format agreed to by VITA and defined in the SMM.   | Y |  |
| R1146. | 10. Work with other Service Tower Supplier(s) and Third Party vendors as required to formulate a complete solution and proposal.  | Y |  |
| R1147. | 11. Ensure all requests are solutioned within the VITA approved architecture and standards.   | Y |  |
| R1148. | 12. Ensure all requests are solutioned in compliance with VITA Rules.   | Y |  |
| R1149. | 13. Utilize MSI-provided standard proposal mechanisms.  | Y |  |
| R1150. | 14. Provide proposal responses and rework proposal responses in a timeframe required by the MSI.  | Y |  |
| R1151. | <b>6.5.3. Service and Solution Request Reporting</b>  |   |  |
| R1152. | <i>In collaboration with and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1153. | 1. Utilize the Knowledgebase to fulfill Service Requests.   | Y |  |
| R1154. | 2. Recommend additions to the Knowledgebase to improve handling of Service and Solution Requests.   | Y |  |
| R1155. | 3. Utilize the MSI-provided Service Management System to provide status reports on all Requests for Solution and Service Requests to allow on-demand visibility into status for Customers. Progress toward fulfillment and the status of all Requests for Solution and Service Requests will include: | Y |  |
| R1156. | 3.1. Committed fulfillment timeframes, anticipated completion times, and status.  | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1157. | 3.2. Ownership and activities toward fulfillment for all open Service Requests.  | Y |  |
| R1158. | 3.3. Changes in Request for Solution and Service Request status throughout the request lifecycle.  | Y |  |
| R1159. | 3.4. Volume and Categories of Requests for Solution and Service Requests, by Customer.   | Y |  |
| R1160. | 3.5. Staff activities on Requests for Solution and Service Requests.   | Y |  |
| R1161. | 3.6. Outstanding and aging Requests for Solution and Service Requests and the trends thereof.  | Y |  |
| R1162. | 4. As defined in the SMM or directed by the MSI, contribute to reports on the effectiveness of the Request for Solution process including, but not limited to, time-to-solution, time-to-respond, accuracy of proposals, accuracy of forecast and comparing captured to cancelled requests.  | Y |  |
| R1163. | <b>6.6. Access Management</b>  |   |  |
| R1164. | <i>Identity and Access Management (IAM) seeks to provide authoritative identification of Users (Users may be limited, i.e., not all users) to grant Users the right to use a service, while preventing unauthorized access.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1165. | 1. Provide Customers with the capability to exercise authority for approval of all data and System access requirements.  | Y |  |
| R1166. | 2. Notify the MSI regarding the entities and personnel to be granted access to the Supplier-operated Systems and the level of Security access granted to each.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1167. | 3. Provide notification of suspicious or malicious account activity to the designated parties included in the SMM immediately upon discovery.   | Y |  |
| R1168. | 4. Follow Customer's instructions and procedures regarding such access as designated by Customers.  | Y |  |
| R1169. | 5. Maintain Security rules and Access Rights according to Customer's notifications and revise as needed.  | Y |  |
| R1170. | 6. For Supplier's UCCaaS Service (and for other Services as specifically documented in the SMM) provide for capability to integrate with industry-standard services (e.g., X.500, LDAP, Active Directory).  | Y |  |
| R1171. | 7. Provide for the capability to integrate with the most current or version as identified in the SMM Security Assertion Markup Language (SAML), OAuth, and others as required by Systems Management Services.                                       | Y |  |
| R1172. | 8. Provide for policies and processes that prefer a least-privilege approach to granting access.  | Y |  |
| R1173. | 9. Support the MSI in providing periodic reviews of access that has been granted at least on a quarterly basis, as defined in the SMM and as directed by the MSI.   | Y |  |
| R1174. | 10. Monitor, report and address access management exceptions and violations.  | Y |  |
| R1175. | 11. Establish procedures, forms, and approval levels for assigning, resetting, and disabling access by Users (Users may be limited, i.e., not all users), subject to Customer's IT Security department review and approval, as directed by the MSI. | Y |  |
| R1176. | 12. Maintain a secure online database of all access requests, Access Rights, and approval authorities, as directed by the MSI.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1177. | 13. Ensure that access privileges for Supplier personnel are promptly removed upon departure from the ITISP.  | Y |  |
| R1178. | 14. Enable VITA to authorize Customers to grant or remove access privileges as required for onboarding, off-boarding, and emergency off-boarding.   | Y |  |
| R1179. | 15. Customers will have access to view and change access privileges only for their own data and systems.  | Y |  |
| R1180. | 16. Provide for the capability for each Customer to perform on-demand access audits.  | Y |  |
| R1181. | 17. Provide a mechanism to integrate Customers access management systems to streamline access requests, monitoring, certifications and changes.   | Y |  |
| R1182. | 18. Provide the capability for Supplier’s Administrators to log all account identity, access and authorization activity and provide such logging information to VITA or its designee.   | Y |  |
| R1183. | 19. Either utilize the MSI’s Identity and Access Management System, or implement a comparable system that fully integrates with the MSI’s system.   | Y |  |
| R1184. | <b>6.6.1. Physical Access Management</b>  |   |  |
| R1185. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>   |   |  |
| R1186. | 1. Provide Customers with the capability to manage access granted to the Supplier for all VITA and Customer facilities.   | Y |  |
| R1187. | 2. Implement VITA security standards, guidelines, and procedures regarding access control and facility hardening measures to prevent unauthorized access or damage to facilities that contain VITA data and information processing systems and equipment. | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1188. | <b>6.6.2. Logical Access Management</b>  |   |  |
| R1189. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1190. | 1. Provide Customers with the capability to manage and administer access to the Supplier operated Systems, Networks, Software, and Customers data. | Y |  |
| R1191. | 2. Implement the process defined in the SMM that enables Customer’s IT Security department to havefull access to audit trails and logs.            | Y |  |
| R1192. | 3. Establish processes and controls for administrating IDs and passwords used for data or System, in cooperation with the MSI, including:          | Y |  |
| R1193. | 3.1. Executing all related administration for user identification (IDs) and passwords.   | Y |  |
| R1194. | 3.2. Administering user IDs and passwords for Supplier operated Systems.   | Y |  |
| R1195. | <b>6.6.3. Single Sign-On for Service Management Systems</b>  |   |  |
| R1196. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1197. | 1. For Supplier systems, leverage the enterprise SSO solution.   | Y |  |
| R1198. | <b>6.7. Supplier IT Operations</b>   |   |  |
| R1199. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1200. | 1. Maintaining current supportable patch levels on Supplier systems used to support the Customers.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1201. | 2. Providing tools to administer and execute patch management for all assets provided or managed by the Supplier (e.g., Server Tower has a tool to patch provided servers).   | Y |  |
| R1202. | 3. Reporting to the MSI the plans, schedules, and results of patch activity using systems and process outlined in the SMM.  | Y |  |
| R1203. | 4. Participating with the MSI and other Service Tower Suppliers in monitoring the environment in the Joint Operations Center.   | Y |  |
| R1204. | 5. Supplier systems hosted in the centralized Data Center will utilize the services of the Server Supplier to support the Customers.  | Y |  |
| R1205. | 6. If Supplier chooses to implement Services in facilities outside of the centralized Data Center, Supplier will provide the network connections from those locations to the central Data Center.   | Y |  |
| R1206. | <b>7. Continual Service Improvement</b>   |   |  |
| R1207. | <i>In collaboration with, and coordinated through the MSI, the Supplier will undertake Continual Service Improvement processes as defined by the MSI in order to manage improvements to performance by continually measuring, reporting and coordinating service results.</i> |   |  |
| R1208. | <b>7.1. Service Review and Reporting</b>  |   |  |

|        |  |   |  |
|--------|--|---|--|
| R1209. | <p>In collaboration with, and coordinated through the MSI, the Supplier will provide service reporting for the ITISP Services utilizing the MSI provided dashboard that shows current period, prior periods, and data trends and results. The supplier will provide required data, as identified in the SMM, to the MSI for inclusion in the dashboard. The reports are accompanied by the Supplier assessment of risks, issues, lessons learned and opportunities for improvement.</p> <p>Service Level reporting and general reporting requirements are set out in <b>Exhibit 3 (Reporting and Service Level Management)</b>. The reports are to be accompanied by the Supplier’s assessment of risks, issues and opportunities for improvement.</p> | Y |  |
| R1210. | <p><b>7.2. Process Evaluation and Currency</b></p>   |   |  |
| R1211. | <p>1. Participate with the MSI in a process defined in the SMM to evaluate all processes on a regular basis, at least annually and more frequently for processes where targeted process metrics have not been reached. This includes identifying areas where the targeted process metrics are not reached, and holding regular benchmarks, audits, maturity assessments and reviews.</p>   | Y |  |
| R1212. | <p>2. Support the MSI as requested in the development and implementation of a process review plan for the evaluation of processes.</p>   | Y |  |
| R1213. | <p>3. As directed by the MSI or defined in the SMM, participate in the review of proposed process improvements and provide feedback.</p>   | Y |  |
| R1214. | <p>4. Participate with MSI to maintain an ongoing process improvement plan to address the process improvement opportunities identified.</p>  | Y |  |
| R1215. | <p><b>7.2.1. Service Management Manual (SMM) Currency</b></p>  |   |  |
| R1216. | <p><i>Supplier will participate in a program to keep the Service Management Manual and other relevant operational documentation current. Service Management Manual Currency is an On-Going Program.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p>   |   |  |



|        |  |   |  |
|--------|--|---|--|
| R1217. | 1. Support the MSI as requested in the development and implementation of an SMM maintenance plan that reviews and updates all SMM areas on at least an annual basis, as approved by VITA.  | Y |  |
| R1218. | 2. Support the MSI as requested in any required reporting on SMM Currency and accuracy to VITA and ITISP Governance.   | Y |  |
| R1219. | 3. Resolve Problems and take corrective actions opened against SMM processes for those Problems and actions assigned to Supplier by the MSI.   | Y |  |
| R1220. | <b>7.3. Service Measurement</b>  |   |  |
| R1221. | As directed by the MSI, the Supplier will provide monitoring and measures for the success of the Supplier Service.   | Y |  |
| R1222. | <b>7.3.1. Overall Program Measures</b>   |   |  |
| R1223. | <i>Overall program measures demonstrate the effectiveness of the entire ITISP and such that the value of the program can be demonstrated to its stakeholders.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1224. | 1. Coordinate with and support the MSI to establish Supplier measures within the following guidelines:   | Y |  |
| R1225. | 1.1. Measures will reflect the overall objectives of VITA for the ITISP (e.g., improve service delivery, innovate and evolve service offerings, ensure cost competitiveness and transparency).   | Y |  |
| R1226. | 1.2. Measures will reflect multiple levels of activity (e.g., not a single functional area or program).  | Y |  |
| R1227. | 1.3. Measures will reflect industry standard metrics where possible.   | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1228. | 2. Participate in controls and processes that collect information supporting the measures as directed by the MSI.  | Y |  |
| R1229. | 3. Provide for a trial and baseline of the initial and any new measures over an appropriate period of time to ensure viability.  | Y |  |
| R1230. | 4. Coordinate with the MSI to establish initial measures within six (6) months of Commencement and provide recommendations for revising Overall Program Measures on an annual basis.   | Y |  |
| R1231. | 5. Coordinate with the MSI to provide corrective actions and to improve measures and track improvements.   | Y |  |
| R1232. | 6. At the MSI’s request, support the development of any reports, plans, controls or processes supporting the overall program measures.   | Y |  |
| R1233. | <b>7.3.2. Quality Assurance</b>  |   |  |
| R1234. | <i>The Supplier will implement and operate Quality Assurance services to improve Business-aligned IT service quality. The Supplier will participate in a Quality Assurance program, tools, and processes to achieve this.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1235. | 1. Participate in an MSI-managed Quality Assurance program as defined in the SMM, designed to promote performance of the Services at a level of quality determined by VITA to be acceptable and to focus on measuring and improving reliability, speed, cost-effectiveness, and Customers satisfaction.                                | Y |  |
| R1236. | 2. As directed by the MSI, participate in the development and execution of a Quality Assurance Strategy and Plan that outlines the elements and planned execution of the proposed Quality Assurance program.   | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1237. | 3. Design, document, implement and maintain procedures, processes and measurements for all Quality Assurance activities as defined by the MSI.   | Y |  |
| R1238. | 4. Gather, analyze, summarize, and report quality assurance data to the MSI.   | Y |  |
| R1239. | 5. Implement quality improvement changes as directed by the MSI.   | Y |  |
| R1240. | 6. For any quality improvement changes implemented, validate test results determine level of improvement and report findings at least monthly to MSI.  | Y |  |
| R1241. | <b>7.4. Improvement Planning</b>   |   |  |
| R1242. | <i>In collaboration with, and coordinated through the MSI, the Supplier will conduct improvement planning to improve Business-aligned IT service quality. Improvement planning will be based upon captured results from the process evaluation, service measurement, and quality assurance programs, as approved by VITA.</i><br><br><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i> |   |  |
| R1243. | 1. Participate in the development and implementation of a joint Service Improvement Plan across the Managed Environment and participate in the delivery of the ITIL Continual Service Improvement Framework (CIF) and the Service Improvement Programs, as required by the MSI.  | Y |  |
| R1244. | 2. Participate, in accordance with the SMM and no less than quarterly, a CIF and SIP review meeting with all Service Tower Suppliers, VITA and ITISP Governance.   | Y |  |
| R1245. | 3. Assist the MSI with preparation and review reporting with the outcomes of CIF and SIP review.   | Y |  |
| R1246. | <b>7.5. Technical Innovation</b>   |   |  |

|        |   |   |  |
|--------|---|---|--|
| R1247. | <p><i>The MSI will conduct technical innovation to improve Business-aligned IT service quality. Technical innovation will be based upon captured results from the process evaluation, service measurement, and quality assurance programs and the improvement planning activities.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p> |   |  |
| R1248. | <p>1. Participate, at least every six (6) months, in a forum for Service Tower Supplier innovation.</p>   | Y |  |
| R1249. | <p>2. Identify areas of technical innovation to improve service delivery.</p>   | Y |  |
| R1250. | <p>3. Align activities to the Technology Plan, the Security Plan, Customer business strategies and needs, forecasts from Service Portfolio Management and Demand Management, and other analyses and priorities as directed by the MSI.</p>  | Y |  |
| R1251. | <p>4. Participate in the development of a consolidated ITISP Innovation Plan, and contribute to updates of the plan as directed by the MSI.</p>   | Y |  |
| R1252. | <p>5. Participate in a process to manage execution of the Consolidated Innovation Plan as directed by the MSI.</p>  | Y |  |
| R1253. | <p><b>7.6. Technical Currency</b></p>   |   |  |
| R1254. | <p><i>Technical Currency will be an On-Going Program. This program produces the Currency Plan and ensures the execution of Refresh projects and Software currency project. The Plan will address currency as defined in the Technology Plan.</i></p> <p><i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i></p>                                       |   |  |
| R1255. | <p>1. Participate in an on-going Technical Currency Program, managed by the MSI, that accomplishes the goals of Refresh and Software Currency and coordinates the activities of VITA, Customers, other Service Tower Suppliers and designated Third Party vendors.</p>  | Y |  |

|        |  |   |  |
|--------|--|---|--|
| R1256. | 2. Participate in the development of a consolidated annual plan for Technical Currency (the Currency Plan) in coordination with the MSI, including:  | Y |  |
| R1257. | 2.1. On a quarterly basis, participate in the review of the asset inventory and produce a report that lists the assets that are due to be refreshed in the upcoming plan year, and provide such report to Customers. | Y |  |
| R1258. | 2.2. The asset refresh planned dates should be continuously available to the Customers via the MSI’s SMS.  | Y |  |
| R1259. | 3. Manage the execution of Refresh responsibilities as directed by the MSI. Supplier will deploy Equipment and Software associated with any Refresh in accordance with the standards of the Technology Plan.         | Y |  |
| R1260. | 4. Deploy equipment and software on schedules as directed by the MSI.  | Y |  |
| R1261. | <b>7.6.1. Currency Planning</b>  |   |  |
| R1262. | <i>In collaboration with, and coordinated through the MSI, Supplier responsibilities include:</i>  |   |  |
| R1263. | 1. Assist the MSI with the development and management of a plan for continual Technical Currency (the Currency Plan), including:   | Y |  |
| R1264. | 1.1. Participate in planning activities with the MSI, Customers, other Service Tower Suppliers and designated Third Party vendors.   | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1265. | 1.2. At Service Commencement Date of Supplier, the MSI and VITA will consider the usability of existing assets and review alternatives to replace, re-lease, consolidate, or retain the assets. Based on the results of this review, Supplier will work with MSI to deliver the initial recommendations regarding such assets to VITA within thirty (30) days after the review. | Y |  |
| R1266. | 1.3. If Software Changes or additional Software license are required due to replacement of assets, Supplier, in consultation with the MSI, will review alternatives for making changes to such Software.  | Y |  |
| R1267. | 1.4. Such replacement of the assets and Software will be at Supplier's expense if such assets and Software are included as a service, and the replacement is required to facilitate achievement of the agreed upon Service Levels or because the asset is obsolete (e.g., replacement parts cannot be acquired, asset has become unserviceable, etc.)                           | Y |  |
| R1268. | 1.5. For VITA and Customer-owned and leased assets, provide a proposal for refresh of those assets to MSI as requested.   | Y |  |
| R1269. | 1.6. For VITA-owned Software, provide a proposal for upgrade of the Software (replacement at VITA's expense) to MSI as requested.   | Y |  |
| R1270. | 2. Adhere to VITA's approved Currency Plan, and execute that plan utilizing established procurement processes, to initiate refresh, software upgrades and retirement activities as directed by the MSI.   | Y |  |
| R1271. | 3. Provide data to MSI to produce monthly reports starting 180 days prior to lease or license expiration date, showing assets to be refreshed and Software to be upgraded.  | Y |  |
| R1272. | 4. Notify MSI monthly of all open agreements related to assets that are retired or will retire within 180 days of the report date.  | Y |  |

|        |   |   |  |
|--------|---|---|--|
| R1273. | 5. Provide data to MSI as directed to track and report on the completion progress of the Currency Plan.                       | Y |  |
| R1274. | 6. Provide data to MSI as directed to update and archive configuration records after retirement of Software or system assets. | Y |  |

Virginia Information Technologies Agency



**Exhibit 2.3**  
**Solution**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836



## Table of Contents

|     |                   |   |
|-----|-------------------|---|
| 1.0 | Introduction..... | 3 |
|-----|-------------------|---|

## 1.0 Introduction

This is **Exhibit 2.3 (Solution)** to the Master Services Agreement between VITA and the Supplier and, together with the following exhibits (incorporated by reference herein), include the Supplier's solution, delivery model and operational approach to meeting the overall requirements contained in the Description of Services.

Exhibits to Exhibit 2.3 include:

- **Exhibit 2.3.1 (Solution – Voice and Data Network)**
- **Exhibit 2.3.2 (Solution – Cross Functional)**

Virginia Information Technologies Agency



**Exhibit 2.3.1**  
**Solution – Managed Network Services**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**  
11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

**1.0 Introduction .....4**

**2.0 Common Network Services .....7**

2.1 Architecture Services .....7

    2.1.1 General Administration Services .....7

    2.1.2 Third Party Vendor Management and Coordination .....7

2.2 Architecture Services .....8

2.3 Supplier Engineering Support Functions .....8

2.4 Transport Support Services .....9

    2.4.1 Access Services .....9

    2.4.2 Dedicated SONET Ring (DSR) .....11

    2.4.3 Internet Dedicated Services .....12

    2.4.4 Private IP (PIP) .....12

2.5 Network Operations Services .....14

2.6 Installs, Moves, Adds and Changes (IMACs) Services .....21

2.7 Physical Network Environment Services .....24

    2.7.1 Site Information and Documentation Services .....24

    2.7.2 Cabling and Wiring Services .....24

    2.7.3 CPE Use - Customer Premises Equipment .....27

2.8 Network Security Services .....30

    2.8.1 Periodic Review and Auditing .....30

    2.8.2 Physical Security Administration .....30

    2.8.3 Logical Security .....34

    2.8.4 Endpoint Protection .....34

    2.8.5 Network Access Control and Perimeter Defense .....34

2.9 DDOS Shield .....34

2.10 Optional IP Address Management (IPAM) .....36

2.11 Optional Dynamic Host Configuration Protocol (DHCP) .....38

2.12 Optional Domain Name Services (DNS) .....38

**3.0 Wide Area Network Services .....38**

3.1 Network Connectivity Interchange (Cloud) .....42

3.2 Core Data Center WAN .....44

3.3 Campus Network WAN/MAN .....45

3.4 WAN Optimization .....45

    3.4.1 WAN Acceleration .....49

    3.4.2 Quality of Service .....49

3.5 Remote Site Connectivity to Enterprise WAN .....51

3.6 Site-to-Site Secure Access (VPN) .....53

**4.0 Local Area Network Services .....53**

4.1 Commonwealth Data Center LAN Services .....53

4.2 Commonwealth Customer LAN Services .....54

    4.2.1 Customer Managed LAN Services .....54

    4.2.2 Customer Wireless LAN Services .....55

---

|  |            |
|--|------------|
| 4.2.3 Wireless Hotspot Services .....  | 57         |
| <b>5.0 Voice Services .....</b>  | <b>59</b>  |
| 5.1 Legacy Voice Services .....  | 59         |
| 5.2 IP Voice Services.....   | 60         |
| 5.2.1 UCaaS.....   | 62         |
| 5.2.2 Virtual Communications Express (VCE).....                                  | 79         |
| 5.2.3 VoIP TSO (Trunk Service Optimization).....                                 | 98         |
| 5.3 Call Detail Recording Services .....   | 103        |
| 5.4 Directory Listing Services .....   | 103        |
| 5.5 IP Contact Center Services .....   | 103        |
| <b>6.0 Conferencing Services.....</b>  | <b>107</b> |
| 6.1 Audio and Web Conferencing Services.....                                     | 108        |
| 6.1.1 Audio Conferencing.....  | 108        |
| 6.1.2 Web Conferencing .....   | 112        |
| 6.2 Video Conferencing Services .....  | 122        |
| <b>7.0 Contact Center Services / Virtual Contact Center Services (VCC) .....</b> | <b>122</b> |
| 7.1 Call Routing Services .....  | 125        |
| 7.2 Auto Attendant .....   | 128        |
| 7.3 Interactive Voice Response (IVR) .....                                       | 129        |
| 7.4 Computer Telephony Integration (CTI).....                                    | 130        |
| <b>8.0 Remote Access Services .....</b>  | <b>136</b> |
| 8.1 Remote Access Control Gateway (ACS) Service.....                             | 136        |
| 8.2 Multi-Factor Authentication .....  | 136        |

## 1.0 Introduction

As delineated in Exhibit 2.1 Description of Services, the Supplier will provide Services that meet the specified requirements and this document will provide more detail regarding the Supplier's overall solution and performance of each of these Services.

The Supplier acknowledges the Commonwealth's goals – ensuring a seamless/administrative transition, integrating with the MSI, and evolution to future services. The Supplier's approach will ensure governance, program and service management, and product and service technical capabilities all align in support of these goals.

Critical to the overall effort is the transition from the Customer's legacy environment to the Services provided by the Supplier.

The Supplier has provided transition details in Exhibit 2.4 Implementation Plan, to include details of the following unique phases:

- Phase I Pre-Walk-In Take-over (Pre-WITO): The Supplier will ensure operational readiness of people, processes, and tools/technology necessary to support successful Walk-In Take-over of existing services on Commencement Date.
- Phase II Walk-In Take-over (WITO): The Supplier will assume management of Incumbent legacy operations, related to the Services, including systems, tools, processes, and performances on the Commencement Date. This Phase also includes ongoing support for the legacy environment until such time as the MTO is complete and ensures execution of Incumbent's Disentanglement Plan.
- Phase III Managed Take-over (MTO): The Supplier will perform detailed planning and execution activities required for the successful migration of technical, operational, and managerial responsibilities from the legacy WITO environment to the Supplier platform.

The Implementation Plan offers insight into how the Supplier intends to achieve the Customer's goals. For the Pre-WITO Phase, the Supplier will work closely with the Customer, Incumbent, and MSI on planning, design, and implementation activities that will result in a seamless transition of existing services.

Focus areas during this Phase will include: full discovery of existing assets and services; process and governance model understanding and enhancement with extensive MSI collaboration; and HR planning and execution, to include Incumbent personnel as possible.

These Pre-WITO activities will support the foundation necessary for successful assumption of legacy operations and service from Commencement Date forward.

In addition to the collaboration with the MSI during Pre-WITO and WITO Phases, the Supplier will work with the MSI to ensure Services are successfully introduced or migrated to Supplier platform during the MTO Phase.

Once again, key focus areas will include enhancements of process and governance models to ensure overall service and support. The evolution of existing and new Services to the Supplier platform will ensure service management and performance objectives are achieved.

While the content in this document provides details for the Services, the following table provides additional context that support alignment of the Customer’s requirements to the respective Supplier Services and associated transition attributes.

The following is provided as a roadmap between the Customer Requirements in the first column and the various Supplier products and services that will be brought to bear to meet those requirements. It also gives an idea of type of activity required to assume full responsibility for these services as of the Commencement Date.

| Customer Existing Services                 | Supplier New Services  |              |            |            |             |
|--|--|--------------|------------|------------|-------------|
| Customer Service Category                  | Supplier Service Offering  | "Short Name" | TOSA (Y/N) | WITO (Y/N) | Migration   |
| Transport Services                         | Access   | Access       | Y          | N          | TOSA        |
|  | Internet Dedicated – Ethernet  | IDE          | Y          | N          | TOSA        |
|  | Private IP   | PIP          | Y          | N          | TOSA        |
| Transport Services                         | Dedicated SONET Ring   | DSR          | Y          | N          | TOSA        |
| Campus Network WAN/MAN                     |  |              |            |            |             |
| Network Operations Services                | Managed Wide Area Network  | Managed WAN  | N          | Y          | Remote*     |
| Wide Area Network Services                 |  |              |            |            |             |
| Core Data Center WAN                       |  |              |            |            |             |
| Campus Network WAN/MAN                     |  |              |            |            |             |
| Site-to-Site Secure Access (VPN)           |  |              |            |            |             |
| WAN Optimization/Acceleration              |  |              |            |            |             |
| WAN Optimization/Acceleration              | ETM Select with Netflow  | ETM          | N          | Y          | Remote*     |
| Network Operations Services                | Managed Local Area Network   | Managed LAN  | N          | Y          | Remote*     |
| Local Area Network Services                |  |              |            |            |             |
| VITA Customer LAN Services                 |  |              |            |            |             |
| Network Operations Services                | Managed Wireless Local Area Network  | Managed WLAN | N          | Y          | Remote*     |
| Local Area Network Services                |  |              |            |            |             |
| VITA Customer LAN Services                 |  |              |            |            |             |
| Common Network Services                    | Distributed Denial of Service Shield   | DDOS Shield  | N          | N          | New Service |
| IP Address Management                      | DNS, DHCP, IP Address Management   | DDI          | N          | Y          | Remote      |
| Dynamic Host Configuration Protocol        |  |              |            |            |             |
| Network Connectivity Interchange (Cloud)   | Secure Cloud Interconnect  | SCI          | N          | N          | New Service |
| Remote Site Connectivity to Enterprise WAN | Secure Gateway   | SG           | N          | Y          | Remote*     |
| Legacy Voice Services                      | ILEC Voice   | TDM Voice    | Y          | N          | TOSA        |
| IP Voice Services                          | Unified Communication & Collaboration as a Service State and Local Education | UCCaaS SLED  | N          | Y          | Remote      |

| Customer Existing Services           | Supplier New Services              |              |            |            |                  |
|--------------------------------------|------------------------------------|--------------|------------|------------|------------------|
| Customer Service Category            | Supplier Service Offering          | "Short Name" | TOSA (Y/N) | WITO (Y/N) | Migration        |
|                                      |                                    |              |            |            |                  |
|                                      | Voice Communication Express        | VCE          | Y          | N          | TOSA             |
|                                      | VoIP Trunking Service Optimization | VoIP TSO     | Y          | N          | TOSA             |
| Audio and Web Conferencing Services  | Audio Conferencing Service         | ACS          | N          | Y          | Remote           |
|                                      | Cloud Connected Audio              | CCA          | N          | Y          | Remote           |
|                                      | WebEx                              | WebEx        | N          | Y          | Remote           |
|                                      | Collaboration Meeting Rooms Cloud  | CMR Cloud    | N          | Y          | Remote           |
| Video Conferencing Services          | IP Integrated Access               | IPIA         | N          | Y          | Remote/On-Site** |
| Call Routing Services                | IP Contact Center                  | IPCC         | Y          | N          | TOSA             |
| Contact Center Services              | Virtual Contact Center             | VCC          | Y          | N          | TOSA             |
| Auto Attendant                       |                                    |              |            |            |                  |
| Interactive Voice Response           |                                    |              |            |            |                  |
| Computer Telephony Integration (CTI) |                                    |              |            |            |                  |
| CPE Purchase/Rental                  | CPE as a Service                   | CPE Use      |            |            | Remote/On-Site** |

\*This activity dependent upon CPE at baseline.

\*\* This activity may require some on-site activity

The chart puts these services into one of three categories:

- TOSA (Transfer of Service Agreement): This involves the transfer of an existing service provided to the incumbent to the VITANET contract. Since migration is limited to a back office transition, there is minimal impact to current user services.

The services identified as ‘TOSA eligible’, will continue to be supported by the Supplier’s existing support organization and NOC facilities. Use of resources in the WITO NOC are not required.

- MTO (Managed Take Over): This involves, after due diligence is conducted, a controlled takeover of assets for management by the Supplier. On Commencement Date, management of the assets will be supported by individuals in the WITO NOC organization.



On a site by site basis, after due diligence is conducted, management of the assets on a site will be switched from the WITO NOC personnel and toolset to the Supplier's support organization and NOC facilities. The activity of 'switching' is referred to as MTO or Managed Take-Over.

- **New Services:** Some services are being delivered to the Customer for the first time and are referred to as 'New Service'. These services are not managed by the WITO NOC but, instead supported, from Commencement Date by the Supplier's support organization and established NOC facilities.

These services will begin to be delivered at some point after Commencement Date after appropriate data gathering and proof of concept trails (if appropriate) are conducted. The Supplier anticipates that these services will also have to be documented in the SMM and gain acceptance by the established design review process.

The chart also identifies whether the service is brought to bear via a back office transition (TOSA), through remote configuration support or whether on-site activity is required. This helps to illustrate the relative complexity of delivering all the required services.

## 2.0 Common Network Services

### 2.1 Architecture Services

#### 2.1.1 General Administration Services

As described in greater detail in the response to Section 2.3.2, the Supplier's Program Management Office (PMO) will act as a single point of contact for provisioning and support of the Services.

The Supplier will collaborate extensively with the MSI to jointly develop process and interaction models that will be documented in the Service Management Manual (SMM). It is these process and interaction models that will form that basis of an Operating Level Agreement (OLA) between the Supplier and MSI.

The Supplier's key activities in support of the SMM include:

- Data gathering from existing documentation, observations of current operational environment, and key stakeholder interviews
- Development of preliminary process and interaction model content
- In-depth workshops to further detail, refine, tune, and test content
- Operational readiness testing
- Final Acceptance and Approval

#### 2.1.2 Third Party Vendor Management and Coordination

The Supplier's Program Management Office (PMO) will provide an interface and point of coordination with the Customer's Third Party Vendors engaged in support of the Services for the Commonwealth.

To provide clarity on roles and responsibilities, in some instances, activity will require the establishment and maintenance of Operating Level Agreements (OLA), Letters of Agency, or Statements of Work.

## 2.2 Architecture Services

Supplier will provide ongoing support to the Customer to ensure service delivery objectives are met securely, effectively and efficiently.

In addition to dedicated account engineering support, additional roles within the PMO office will be dedicated to supporting the ongoing evolution of the Customer's ability to deliver solutions demanded by its constituents.

This is based on continuous collaboration with the Customer to ensure both the Customer and the end user requirements are fully understood so solutions can be implemented and supported with minimal risk.

In addition to participating in the Customer's governance process, the Supplier will provide network architecture design documentation, disaster recovery plans, and a Process and Procedures Manual (PPM) to support the Customer's services and network architecture evolution.

The Supplier will work with and support the Customer's efforts with regards to an architecture framework, such as The Open Group Architecture Framework (TOGAF).

## 2.3 Supplier Engineering Support Functions

The Supplier will provide the following engineering support functions:

- Network Design Optimization and Capacity Planning
  - Review performance of the Customer network, plan, and manage scalability, logical addressing, redundancy and logical and physical capacity for the Customer data network.
  - Review Supplier's Managed Operations Center-provided performances reports and make design/configuration recommendations.
  - Provide engineering support for proof of concept prototyping and testing.
- Strategic Planning and Design
  - Perform functions as the Customer's supplemental network architect during the contract.
  - Provide technology assessments including benefit evaluation of new vendor releases to ensure current network compatibility.
  - Plan and recommend end-of-life remediation for network equipment.
  - Discuss and review network requirements to ensure proper alignment with the Customer's business requirements.
  - Review network design topology architecture.
  - Conduct an annual technology assessment and overview presentation with Customer.

- Support for Supplier’s Managed Network Solutions Operations
  - Work with Supplier’s Managed Network Solutions Operations Center engineering on issues related to operating system vulnerability checks, including operating system upgrades to eliminate known vulnerabilities.
  - Provide engineering/technical support to Supplier’s Tier II/III support organization for problem resolution of design-related issues identified by Supplier Tier II/III engineers.
- Maintenance of Customer Network Design Documentation
  - Update the Customer’s network 'as-built' documentation and Customer Design Document (CDD) consistent with major changes to the network.
- Change Management Planning and Execution
  - Work with the Customer to define requirements, design, document, and work with Supplier’s operations team to implement changes. The Network Engineer (NE) will support engineering/design changes required to correct a Customer network fault or problem

## 2.4 Transport Support Services

The Supplier will provide the necessary transport required to support the Services leveraging a combination of ILEC resources including, but not limited to: SONET and DWDM Ring services and Local Voice networks; Local, Metro, and Wide Area Network services; and Internet services.

### 2.4.1 Access Services

The Supplier’s Access services connect the Customer Site to the edge of the Supplier’s network and comprises the following characteristics:

- Access Speed: Capacity throughput based on the Access Speed selected by the Customer, which is the maximum possible speed.
- Performance Grades: Operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the defined performance grade (e.g., SLA).
- Handoff: The Supplier hands off Access service based on CPE interface types, which include the following:
  - Ethernet: The Supplier provides a User Network Interface (UNI) that allows the Customer to terminate one or more Ethernet virtual connections (“EVC’s”) onto a single Ethernet Access UNI).
  - Time Division Multiplexing (“TDM”): Supplier handoff may include an Access connection over a Dense Wave Division Multiplexing network.
  - Wireless: 3G/LTE Wireless access offered as primary or backup access.
- Ethernet handoff from CPE: the Supplier provides the UNI at the speed ordered by the Customer.

- UNI Speed: For an Ethernet handoff from Customer Equipment, Supplier provides the UNI at the speed ordered by Customer.
- Demarcation Interface Options: The Supplier provides electrical and optical demarcation interface
- Network Survivability & Diversity (NS&D): The following NS&D options are available to be designed and priced as a Solution Service.
  - Layer 2 Aggregation Geographic Diversity: With Layer 2 Aggregation Geographic Diversity, the Supplier provides two circuits in a mated pair relationship between the Customer Site and the Service Edge of the provisioned circuits. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
  - Customer Premises Diversity: The Supplier will deliver Access via either a 2 or 4 wire facility, rather than a single wire facility.
  - Carrier Diversity: Where the Supplier provides the primary Access circuit, and the Customer orders Carrier Diversity, the Supplier will obtain an additional access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
  - Preferred Carrier Designation: The Supplier will obtain the access circuit from an access provider selected by the Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.
- Proactive Notification: Where Customer receives Proactive Notification for a network service, it will also apply to the Access connected to that network service.
- Customer-Provided Carrier Facility Assignment (CFA): The Supplier will deliver Access to the designated meet-me point on the Customer's private Supplier or ILEC dedicated rings, hubs and channelized facilities.
- Customer-Provided Access: Where the Customer has a third-party local access circuit (subject to an interconnection arrangement with the Supplier) at a Supplier-approved location, the Supplier will connect that local access circuit to its related Supplier network service(s).
- Customer Provided UNI. Where the Customer has a qualifying Supplier ILEC UNI (e.g., for an existing Ethernet service), the Supplier will deliver Access to that UNI.
- Third Party Vendors/Carriers: For Customer provided access, Customer will provide appropriate letters of authority for Supplier to manage the Service.
- Carrier Facilities Assignment (CFA). When access is terminated at a third party data center or on third party access then CFA is required.

## 2.4.2 Dedicated SONET Ring (DSR)

The Supplier will provide a Dedicated SONET RING (DSR) which utilizes SONET technology to interconnect multiple Customer locations within the Supplier network. DSR is configured as a self-healing ring using a pair of fiber-optic strands.

DSR is designed with fiber path diversity, which provides two fiber pairs, placed in physically separate paths (e.g. different conduit paths) and separated by at least twenty-five (25) feet.

Such 25-foot separation is not required:

- On the Customer's property, even if past the Point of Termination
- Five-hundred (500) feet out from the property line of the Customer Node location
- Five-Hundred (500) feet out from any Supplier central office Node location

If suitable network facilities are not available for the Supplier to provide fiber path diversity as set forth in this Section, it may be necessary for the Supplier to construct additional network facilities for which, additional charges may apply.

DSR supports bandwidths from OC3 to OC192, and optical, Ethernet and storage interfaces.

DSR includes entrance cable or drop wiring and wire or intra-building cable to the Point of Termination. The Supplier is responsible for the installation, operation, and maintenance of DSR only up to the Point of Termination.

### Dedicated Wavelength Ring (DWR)/Dedicated DWDM

DWR provides managed optical transport of multiple protocols that are transmitted over a single fiber optic pair. DWR is configured in ring architecture that allows for point-to-point optical services of varying wavelengths to be multiplexed on or off of the ring.

The Customer specifies, by channel, the interface that defines the transmission speed and protocol being transmitted over the associated wavelength. A DWR full (closed) ring provides connectivity to multiple Customer designated premises Nodes.

A full ring must have a minimum of three Nodes at different locations or two Nodes at different locations with a Mid-span Amplifier. At least one of the devices (Node or Mid-span Amplifier) must be located in a Supplier central office and one must be located at a Customer's designated premises.

DWR utilizes DWDM technology to interconnect multiple Customer locations within the Supplier's network. DWR is designed with fiber path diversity, which provides two fiber pairs, placed in physically separate paths (e.g. different conduit paths) and separated by at least twenty-five (25) feet.

Such 25-foot separation is not required:

- On the Customer's property, even if past the Point of Termination
- Five-hundred (500) feet out from the property line of the Customer's Node location

- Five-Hundred (500) feet out from any Supplier central office Node location

If suitable network facilities are not available for the Supplier to provide fiber path diversity as set forth in this Section, it may be necessary for the Supplier to construct additional network facilities for which, additional charges may apply.

DWR includes entrance cable or drop wiring and wire or intra-building cable to the Point of Termination. The Supplier is responsible for the installation, operation, and maintenance of DSR only up to the Point of Termination.

### 2.4.3 Internet Dedicated Services

The Supplier's Internet Dedicated Services, including Internet Dedicated – Ethernet (IDE), provides Internet access speeds from T1 to 100Gbps. TDM and Ethernet will be used to provide Internet access.

The Supplier provides Internet Dedicated with the following standard features:

- 24x7x365 hour customer support, monitoring and notification
- Static or dynamic IP routing
- Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses are provided by the Supplier to be used by Customer for transporting Internet traffic with the Supplier's Internet Dedicated Service. Acquiring or downgrading Supplier's Internet Dedicated Service as a method solely to obtain or retain IP addresses is not permitted.
- Traffic utilization statistics

Customer may select any of the following features:

- Diversity. With Diversity service, the Supplier provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- Domain Name Services. The Supplier offers primary and secondary domain name hosting services with Internet Dedicated, including Domain Name Registration. If the Customer orders Domain Name Registration, the Supplier will apply for and enter into a registry agreement to register domain names on Customer's behalf.

### 2.4.4 Private IP (PIP)

The Supplier's MPLS Service, called Private IP service, is a wide area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites. The Supplier's Private IP service has the following standard features:

- Based on Multiprotocol Label Switching (MPLS), enables Private IP to separate the Customer traffic through a VPN, resulting in the security and Quality of Service (QoS) of Layer 2 switching with the scalability and any-to-any connectivity of IP.

- Route Capacity and IPv4 and IPv6 Protocols – The Supplier will assign up to the number of routes based upon the total number of sites expected in a given Customer VPN, as shown in the following table. If a Customer exceeds these quantities, Supplier will work with the Customer to optimize routing tables or raise the maximum routes limit if needed.

| Expected Total Number of Sites | Maximum Routes IPv4 | Maximum Routes IPv6 |
|--------------------------------|---------------------|---------------------|
| 1-50                           | 1,250               | 150                 |
| 51-250                         | 1,250               | 750                 |
| 251-500                        | 2,500               | 1,500               |
| 501-1000                       | 5,000               | 3,000               |
| 1,001+                         | 10,000              | 6,000               |

- Provides Internet Engineering Task Force (IETF) Differentiated Service (DiffServ) class of service. The Supplier’s Private IP’s Enhanced Traffic Management (ETM) enables the Customer to prioritize their traffic and assign classes of service distinguished by different levels of packet loss and jitter.
- Offers advanced network management, assessment, reporting, and packet marking tools, allowing the Customer to fine-tune their networks to optimize performance, gain visibility, and achieve new levels of cost-efficiencies.
- Provides the Supplier's Dynamic Network Manager, a component of our Software Defined networking (SDN) product strategy. This feature of Private IP enables the Customer to virtually control its bandwidth speed in real time, schedule port changes, receive threshold alerts, and access management reports.

Support for the provision of optional features includes:

- Diversity: Provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as the Customer elects.
- Dynamic Network Manager: Provides a web-based interface through which the Customer can dynamically manage its Committed Access Rate (CAR) and Private IP Port values. Access to the interface is provided through the Supplier’s Enterprise Center (VEC) or via an Application Program Interface.
- IP Multicasting: Provides simultaneous delivery of a single stream of data to multiple recipients in Customer-provided multicast groups.
- Multiple Virtual Routing and Forwarding: Provides the Customer with the ability to create multiple virtual private network connections via a single Private IP port. The Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer sites.
- Class of Service Selection: Provides routing of the Customer’s traffic based on the priority assigned using different classes of service designations, which follow the Internet Engineering Task Force Differentiated

Services or DiffServ model. If a class is not assigned, the Supplier will route all traffic using the BE class as the default priority designation.

- Bandwidth Shaping for Ethernet Access Circuit: Supplier may apply policies at Customer's CE egress to prevent packet loss due to Ethernet protocol overhead used within the Private IP Network (depending on the Private IP platform and Customer's traffic profile).

The Supplier's PIP service also supports other gateway service offerings, such as Secure Cloud Interconnect (see Section 3.1).

## 2.5 Network Operations Services

### WITO NOC

An important aspect of the Supplier's plan to assume responsibility for all Voice and Data Network support is what is referred to as the 'WITO NOC'. The WITO NOC consists of the personnel, tools, processes, and assets required to manage all Voice and Data Network devices that are in place today.

On the Commencement Date, the Supplier will Walk In and Take Over responsibility of the current NOC operations.

Staffing will consist of a mixture of existing people (who will be re-badged) and any additional resources required to sufficiently staff the NOC to support the Customer's current level of service. Those people will continue to support existing processes using existing tools to manage existing assets throughout the Commonwealth.

Their primary function will be to provide both management and maintenance support for all the Voice and Data Network assets throughout the Commonwealth.

Prior to the Commencement Date, the Supplier will work with the current network equipment providers to establish extended warranty support for the existing assets. As some of this equipment is beyond the OEM support dates, this activity will be 'best effort' and those assets will be prioritized for replacement.

The WITO NOC personnel will be responsible for the following:

- Proactively monitor all Voice and Data Network equipment and work with the Supplier's hosted NOC personnel, as required, to maintain service continuity.
- Respond to tier 2/3 requests for support regarding the Voice and Data Network assets.
- Provide management support for all Voice and Data Network assets. This includes all Move Add, Change (MAC) support that is provided today.
- Maintenance (Break/fix) support for all Voice and Data Network assets. This includes tier 2 support of the MSI helpdesk and engaging any required subcontractors, OEMs and Third Parties to resolve any identified issues within the associated SLA TTR timeframes.



- Maintenance of the existing UCCaaS clusters in order to continue full support for that service. This includes maintaining software currency, patching, and modifications required to continue existing services. This includes adding/deleting users to the system prior to the migration to hosted services as required.
- Engineering/Design support for new projects and quote requests
- Lifecycle management of all assets and tools
- Continue existing support for reporting performance to the MSI.

### **Triage Help Desk**

One of the functions the incumbent VDN service Supplier provides is routing of tickets within the VDN scope to a variety of functions responsible for resolution. In some cases, tickets are routed to their own support personnel. In other cases, however, those tickets are routed to their sub-contractors and partners.

In order to continue that level of support, the Supplier will provide Help Desk support focused on replicating that activity. Like the incumbent, most tickets will be routed, initially to WITO NOC personnel.

They will also support routing of tickets for other Supplier provided services, including

- MPLS network services
- ILEC voice
- ILEC Dedicated SONET Ring
- SIP Trunking
- Virtual Contact Center (VCC)
- Virtual Communications Express (VCE)
- DNS/DHCP and IPAM Services (if ordered)
- Supplier provided Conferencing Services (Web, Audio) in place at Commencement

The Triage Help Desk will also engage Third Parties, as required, to provide support VDN service delivery.

Another important function of the Triage Help Desk will be to support a bifurcated asset support model. At Commencement, as stated above, all assets will continue to be managed by the Supplier staffed NOC at CESC (WITO NOC) using existing tools.

As management of those assets start to migrate to the Supplier's hosted NOC in Cary NC (MTO), routing of support requests (from the MSI helpdesk and other Tower Suppliers will become more complex as some assets are managed by the WITO NOC and some are managed by the Supplier hosted NOC.

In order to provide the most direct path between problem identification and resolution, the Triage Help Desk will be equipped with the most up to date information to insure tickets are routed to the appropriate fulfillment/support organization.

## Managed Network Services (MNS)

The Supplier's Managed Network Services (MNS) includes Managed WAN, Managed LAN and Managed Wireless LAN (WLAN). Operational support for these managed network services leverages common processes (e.g., ITIL), tools, and resources.

While the Supplier offers various levels of support for MNS, the Supplier will provide the Customer its most comprehensive service level referred to "Full Management" which includes:

- **Monitoring:** The Supplier proactively monitors all Managed Devices 24 hours a day, 7 days a week. The Supplier will manage devices that are certified by the Supplier. This includes, monitoring of circuits, systems, using automated alerting, automated ticket generation (eBonding), response (timelines based in impact/urgency/severity level), notifications and resolution (based on severity levels).
- **Notification and Resolution:** The Supplier will resolve faults whether caused the Supplier, Customer or Third Party issues. The Supplier will create a trouble ticket and send a notification to the Customer's designated point of contact (e.g., MSI) within 15 minutes of the Supplier's determination of a Managed Device or transport failure. Following the creation of a trouble ticket, the Supplier will:
  - If the trouble is due to the Supplier provided transport service or an associated device managed by the Supplier, troubleshoot the issue until the problem has been verified as fixed and the ticket will then be closed.
  - If the trouble is due to causes other than the Supplier transport service or associated managed device, inform VITA of the fault and monitor or support the ticket as required.
- **Customer Portal:** The Supplier will provide a managed services portal on a website provided by the Supplier. The portal provides a consolidated view of Customer Network information 24 hours a day, 7 days a week and real time access to project status, contact information, and information about Managed Devices.
- **Design Services:** As part of deploying new equipment for CPE USE, The Supplier will provide a Customer Design Document (CDD) based on a written statement of requirements (SOR). The Supplier will activate, monitor, and manage the Customer's network as designed in the CDD.
- **Change Management Activities:** As part of MNS Services, the Supplier will take responsibility for all device software and hardware changes, and covers the following three change management services by default:
  - OS software upgrades (bug fixing)
  - Password management
  - Configuration management
- **Installation:** The Supplier will provide relevant software patches and updates as provided by the Managed Device manufacturer from time to time for installation during a fixed update time period, mutually scheduled by the parties.

The following services will also be provided:

- Device configuration backup.
- Performance reporting.
- Security Patching.
- Read access to all Supplier Managed Devices.

### **Supplier Network Operations Center**

The Supplier's Network Operations Center (NOC) is staffed 24x7x365 and provides proactive monitoring and fault resolution. The primary Supplier NOC that will be responsible for managing the Customer's network will be located in Cary, North Carolina.

The tasks performed by the Supplier's NOC include:

- Proactive Monitoring (as described below) of the status of the managed devices to confirm they are working properly
- Monitoring for illegal access attempts
- Responding to any customer-raised alarms
- Escalating to local hardware vendors for support for failed devices
- Managing device platform issues and support
- Managing configuration and changes to access control lists (ACLs) or IP pools
- Participating in Quarterly review and analysis of service

### **Proactive Monitoring**

In support of proactive network management and monitoring, the Supplier' NOC uses technology provided by EMC SMARTS: Service Assurance Manager (SAM), and AM (Availability Manager) Knowledgebase. Additionally, the Supplier's IMPACT platform consolidates views from multiple management domains into a user-friendly interface for NOC personnel.

- Each Customer network is placed in the Supplier's network management domain.
  - Customers are managed out of a shared center and are managed from a shared domain.
  - The customer's managed elements will be polled by the SMARTS Availability Manager (AM) every three minutes and provide topology-based root-cause analysis of Layers 1, 2, and 3 problems.
- The CPE in the customer's network will be configured to send specific SNMP traps to the Open Integration (OI) servers, of which there are two per management domain.

Standard generic traps include:

- ColdStart

- WarmStart
- LinkDown
- LinkUp
- The OI servers receive and validate the traps from the managed devices.
- The OI servers will filter the traps to the SAM client server, which forwards all events to the NOC user consoles. The filtering removes invalid traps and sends certain device-specific traps directly to the user. A list of filtered traps is reviewed by the NOC as part of next-day analysis.

The SAM console provides the NOC engineer with different types of views:

#### ■ **Summary View**

The Summary View provides a default list of alarmed elements by severity. “Severity” is defined as critical, major, minor, unknown, and normal. This is a summary of the events in the Notification Log.

#### ■ **Topology Browser**

The Topology Browser provides the MNSO NOC with a searchable list of the entire network topology, based on node name, specific CPE, and IP Address.

#### ■ **MAPS POOL**

MAPS Pool provides a map topology for connectivity of each managed element.

#### ■ **Notification Log**

The Notification Log provides site specific, interface, device, and management elements text based alarms and the current status of the alarm, including the class of problem, name of location, time event was logged, time event notified, last activity time in the ticket. The Notification Log is also color coded, with a reference guide located in the upper right hand corner of the screen. The color codes indicate the following:

- Green – up / normal
- Red – down / critical
- Orange – major
- Yellow – minor
- Blue – unknown status

The Supplier’s NOC proactively monitors the network to determine the status of the following key network elements:

#### **Router Up/Down/Unstable**

The Supplier will begin testing by pinging every device’s management interface every three minutes. If at least one of those tests is successful then we will pull the interface status table through SNMP to receive the overall device status.

A device will be marked as unresponsive if the ping tests fail. The Supplier will then check the neighboring interfaces on other devices to see if they are down as well. If the neighboring interfaces are up the router will continue to be marked as unresponsive. If the neighboring interfaces are down the router will be marked as being down.

A device will be marked unstable if the NOC receives multiple warm start / cold start / reload traps or SNMP interface down traps within a specified period of time. If the device is up but the interface is sending interface down traps, then a device unstable is generated if the device showed up the last time it was polled.

**Network Interface Up/Down**

A specific interface will be marked down if the device is reachable, but the interface is not responding and is shown down in the interface status table.

A device can be marked unstable if multiple link up / link down traps are seen within a specific period of time.

**IP Up/Down**

The IP Up/Down test will monitor a specific IP address on an interface and report if it is not responding via ICMP ping.

**SNMP Agent Unavailable**

This occurs if the remote SNMP monitoring agent is not responding.

- Dial and On Backup Conditions (IOS dependent) – If the primary link fails to a backup link then an alarm will be generated. Verizon Enterprise Solutions also performs monthly non-intrusive testing of backup links (Dial / ISDN / 3G / 4G), and can perform quarterly intrusive testing if necessary.

The proactive monitoring function is performed using a number of tools and utilities.

- ICMP Ping and SNMP Poll. The ICMP Ping and/or SNMP poll are performed every three minutes. If successive polls fail, an alarm is generated. The event correlation/root cause analysis engine interprets the results of the initial poll to determine the subsequent poll types and number. The result of the initial poll in the sequence determines future information exchange Alarms are generated after an unsuccessful poll, fault isolation, and automated repair attempt. In an absolute worst case scenario manual intervention would take place eleven minutes and thirty five seconds after the last successful poll.

Worst Case Scenario Alarm Timeframe

| Time  | Action   |
|-------|--|
| 0:00  | Device poll – Successful   |
| 0:01  | Device failure occurs  |
| 3:00  | Device poll – Failure  |
| 3:00  | Polling system sends failure to fault correlation engine                     |
| 3:00  | Fault correlation engine isolates fault                                      |
| 6:35  | Automation system acknowledges alarm has been received, alerts NOC engineers |
| 6:35  | Isolation, root cause analysis complete                                      |
| 11:35 | Automated repair complete, or escalated for manual intervention              |

- Network Unsolicited Management Traps. SNMP traps are generated by network elements and sent to Verizon Enterprise Solutions network management systems
  - These traps are then used by the fault isolation process within SMARTS as a direct indication of a network element in an error or failed condition state. They are symptoms in the root cause analysis.
  - Traps also indicate that a condition has been resolved or cleared.
- Topology and Root Cause Analysis. Verizon Enterprise Solutions' network management platform provides a correlation engine that quickly pinpoints the root cause of a failure and immediately notifies NOC of the failing component by probing the underlying network topology.

### **Managed Services Customer Portal**

The Supplier will provide a managed services portal on the Supplier Enterprise Center (VEC) or other website provided by the Supplier from time to time (VEC).

The VEC provides a consolidated view of Customer Network information 24 hours a day, 7 days a week and real time access to project status, contact information, and information about Managed Devices.

### **Network Analysis Service (NA)**

With Network Analysis, the Supplier will provide monthly network analysis reporting, including interactive monthly calls to review that reporting, starting 60-90 days after installation.

### **Network Engineering Service (NE)**

With Network Engineering, the Supplier provides engineering planning, design and change-management support services.

### **Monitoring and Management**

The Supplier will resolve both logical and physical issues, with Customer's cooperation, either remotely or by dispatching a technician, whether caused by the Supplier, Customer, or a third party.

### **Implementation Options**

For all MNS types (Managed WAN, Managed LAN and Managed Wireless LAN), Supplier offers two implementation options to bring devices under Supplier management – Managed Implementation and Managed Take Over.

With Managed Takeover, the Supplier reviews, optimizes, and takes over management of a Customer's existing data network. This will apply to the initial takeover of management of the Customer's network and assets.

With Managed Implementation, the Supplier provides support for the planning, system engineering, and overall project management of a new network, site or device. This approach will apply to new sites as they are added in the future.

**Managed Device Software Release Management**

- Network Discovery. Supplier will electronically collect information on CPE connected to Customer’s managed network.
- Third Party Transport Service. With the Third Party Transport Service feature, if Customer has two or more managed Customer Sites, the Supplier will monitor and manage covered third-party provided transport services and inform Customer of the existence of outages or problems with those third-party provided services.

**2.6 Installs, Moves, Adds and Changes (IMACs) Services**

The Supplier understands and will comply with the requirement to be responsible for the Service Request and Provisioning of Network-related services in accordance with the Service Management Manual (SMM) and PPM. The Supplier will also be responsible for delivering specific MACD (Move, Add, Change and Delete) services.

Note: The Supplier uses the term ‘MACD’ (Move Add Change Delete) in lieu of the term IMAC.

The Supplier’s PMO will manage the MACD Change Management process and reporting.

Change management support begins once the device has been fully installed, tested, in operation, and placed under the Supplier’s network management. There are two (2) types of changes available to the Customer:

- SCM (Standard Change Management): SCM changes are non-design and non-price impacting changes that are included in the Managed Network Service. SCM changes are executed by the NOC.
- Optional Change Management (OCM): OCM changes are design impacting changes that normally incur an additional per change charge. OCM changes are executed by the Network Engineer

**Note:** Asset trouble remediation and lifecycle refresh activity is part of the CPE use charge and not considered to be part of either SCM or OCM activity.

**Change Management**

Standard Change Management Activities for Managed WAN, Managed LAN and Managed Wireless LAN are listed below.

| Managed WAN Standard Configuration Management activities |   |
|--|---|
| Activate Previously Configured LAN Interface             | Compression Change – Enable             |
| Bandwidth Statement Change                               | Content Delivery Policy – Modify        |
| Cancel Circuit   | Custom Traffic Shaping Priority Queuing |
| Cancel Managed Services                                  | Customer Maintenance                    |
| CBQ Configuration – Modify                               | Default Gateway – Modify                |
| Change IBRS Corp ID                                      | DHCP Configuration – Modify             |
| Circuit Downgrade (No HW Change)                         | Dialer Interface – Modify               |

| Managed WAN Standard Configuration Management activities |                            |
|--|----------------------------|
| Circuit Upgrade (No HW Change)                           | Dynamic Bandwidth – Modify |
| Class Of Service - Downgrade                             |                            |

| Managed LAN Standard Configuration Management activities |   |
|--|---|
| Device EtherChannel Configuration - Modify               | IOS Vulnerability Upgrade (for security related issues) |
| Device Interface – Modify                                | IP Address/Subnet Mask Changes                          |
| Device Password Change                                   | SNMP Community Strings – Modify                         |
| Device Port Speed Configuration Change                   | Spanning Tree Configuration - Modify                    |
| Device Traffic / Storm Control Configuration - Modify    | TACACS / Radius – Add                                   |
| Device UDLD Configuration – Modify                       | Trunking Configuration Change – Modify                  |
| Device VLAN - Modify                                     | VTP Configuration –Modify                               |
| Host Name Change   |   |

| Managed Wireless LAN Standard Configuration Management activities   |   |
|---|---|
| Device (e.g. switch, controller) Virtual LAN Changes – Modify       | Operating System (“OS”) Emergency Upgrade |
| Device Spanning Tree Configuration – Modify                         | Protocol/Feature (e.g. 802.11) Modify     |
| Dynamic Host Configuration Protocol (“DHCP”) Configuration - Modify | Wireless Access Point – Modify            |
| Filters/Access Lists – Modify                                       | Wireless LAN Authentication – Modify      |
| IP Address/Subnet Mask Changes                                      | Wireless LAN Security – Modify            |
| Management Access List – Modify                                     |   |

### Optional Change Management

The following Optional Change Management support clarifications also apply:

For any change activity supported by Network Engineering, the following actions apply:

- The Network Engineer will represent their scheduled change at the Customer’s Change Management technical meetings.
- The Network Engineer will design and implement changes on the Managed Device based on the Supplier standard configurations, the Customer’s requests, and functional requirements.
- The Network Engineer will obtain the Customer’s acceptance that the change is completed, and meets requirements, in coordination with the MSI.



- The Network Engineer will update the Supplier’s CMDB with required data elements and activate the devices for the Supplier’s NOC management.
- All standard changes require at least three (3) business days advanced notice. Planning activities related to changes will be performed during Business Hours.
- For more urgent change requests, the Change Management Service Objective is to complete certain change management requests, as listed below, within 24 hours of the change being scheduled with Customer (an “Express Change”), or within four (4) hours if designated by Customer as an emergency (an “Emergency Change”).

Emergency Changes must be requested by Customer’s submission of a Priority 1 Fault Trouble Ticket.

- Activate Previously Configured LAN Interface.
- Privilege Exec Commands – Add or Modify
- Filters/Access-lists – Add, Delete or Modify
- Static Route - Add (include redistribution requirements), Delete or Modify
- Request Copy of Router Configuration.
- Sub Interface - Add (include routing requirements), Delete or Modify
- All changes on Weekends and Holidays will require a minimum of five (5) business days advanced notice for approval/scheduling.

Optional Change Management Activities for Managed WAN, Managed LAN, and Managed Wireless LAN are listed below.

| Managed WAN Optional Configuration Management activities                     |  |
|--|--|
| Dynamic Host Configuration Protocol (DHCP) IP Helper - Add / Modify / Delete | Demand Dispatches – Outside Scope of Normal Work                     |
| IP Network Address Translation - Add / Modify / Delete                       | Bandwidth Increase/Decrease Physical                                 |
| Network Routed Protocol - Add / Modify / Delete                              | Traffic Filter Design  |
| New Company Service Operations (MSO) IP Address/Subnet Mask Changes          | Traffic Shaping/Queuing  |
| PVC / EVC - Add / Modify / Delete  | Memory Upgrade   |
| Routing Protocol - Add / Modify / Delete                                     | Device (Router, etc.) Operating System Change - support new features |
| VPN Tunnel - Add / Modify / Delete   | Intra-building Managed Device Move                                   |
| Complex Configuration Modify   | Hardware Upgrade   |
| Add DPort / DCAR   | WAN Equipment Replace/Swap   |

| Managed WAN Optional Configuration Management activities |   |
|--|---|
| Hardware Module Upgrade                                  | WAN (router, etc.) inter-building or across town move |

| Managed LAN Optional Configuration Management activities |                        |
|--|------------------------|
| VLAN Changes* – Add / Delete                             | Port Monitoring Change |
| Trunking Configuration – Add / Delete                    | Hardware Upgrade       |
| DHCP IP Helper Add / Modify / Delete                     | LAN Switch OS Change   |
| Spanning Tree Configuration – Add / Delete               | Demand Dispatch        |
| Storm Control Configuration – Add / Delete               | Hardware Upgrade       |
| EtherChannel – Add / Delete                              | Intra-Building Move    |
| UDLD Configuration – Add / Delete                        | Across Town Move       |
| Multicast Configuration – Add / Delete                   | Hardware Upgrade       |
| VTP Configuration – Add / Delete                         | Equipment Replace/Swap |

| Managed Wireless LAN Optional Configuration Management activities |   |
|---|---|
| WLAN Device Hostname change                                       | Move a WLAN device within a building <sup>1</sup> |
| WLAN Device Virtual LAN (“VLAN”) change                           | WLAN Device Replace/Swap <sup>1</sup>             |
| WLAN Device Spanning Tree Configuration – change                  | WLAN Device Module Upgrade <sup>1</sup>           |
| Move a WLAN device between buildings or across town               | WLAN Device Operating System Upgrade <sup>1</sup> |

Additional details on Move, Add, Change activity specific to CPE is included in Section 2.7.3

## 2.7 Physical Network Environment Services

### 2.7.1 Site Information and Documentation Services

#### MNS Configuration Management

The Supplier’s PMO will provide support for the development and maintenance of network documentation including the SMM and PPM.

The Supplier will follow the SMM guidelines for updating the CMDB and will publish updates to the CMDB to the MSI’s platform on a regular basis. In addition, the Supplier will maintain documentation necessary to support the network, to include design documentation and network diagrams.

#### 2.7.2 Cabling and Wiring Services

The Supplier understands all inside wiring, with the exception of patch panel connections to the equipment being installed will be furnished by the Customer.

As part of the Supplier's standard practice of turn-up of new equipment, the Supplier's testing procedures will include a verification that the equipment is able to perform its intended function and includes any required connectivity to pre-wired end user location.

The Supplier will work with the Customer or Customer's designated personnel to document and verify Customer furnished cabling used to deliver the Services.

In addition to demark or circuit extension within a building, the Supplier is also capable of providing a comprehensive suite of site services including site surveys, RF mapping, inside wiring, phone set placement and end user training upon request.

### **Site Preparation Activities**

Supplier will provide, from time to time upon Customer's Service Order:

- (i) CPE site survey (either remote or on site) ("Site Survey").
- (ii) Wireless 3G and 4G WAN assessments ("Wireless Assessment").
- (iii) Inside wiring ("Inside Wiring") and extended demarcation wiring ("Extended Demarc"). (Inside Wiring and Extended Demarc collectively referred to as "Wiring Services").
- (iv) innerduct path creation ("Path Creation"), aerial anchoring ("Aerial Anchoring"), and electrical outlet wiring ("Electrical Outlet"). (Path Creation, Aerial Anchoring and Electrical Outlet collectively referred to as "Site Ready").

All of the services described above shall be collectively referred to herein as "Site Preparation Services."

### **Site Survey**

Customer may order Site Survey as a physical on-site survey or a remote Site Survey done via a phone call.

A Site Survey consists of a survey of the proposed location for installing CPE and report on that location's suitability for that purpose with respect to environmental conditions (e.g., temperature, humidity, availability equipment cabinets/racks/closets), the availability of an appropriate power source, and the need for any additional inside wiring.

Standard Site Surveys do not include:

- Any logical data collection for any networking device or terminal access to any networking device.
- Cabling or circuit tracing.
- Physically moving any equipment from its current location (e.g. unplug or un-rack any equipment) in order to gather the necessary data.
- CAD/Visio drawings in the Site Survey report.

### **Discretionary Wireless LAN Site Survey**

A Wireless LAN Site Survey assesses a new location for Supplier Wireless LAN coverage. This is not intended for Supplier required Out of Band maintenance connectivity which is considered to be part of the Service.

A Wireless LAN Site Survey includes the on-site Site Survey deliverables, as well as a survey and report on the wireless signal strength and data throughput, and the need for any antenna.

### **Wiring Services**

The following are the types of Wiring Services:

- Inside Wiring services consist of the installation of wiring to connect two items of Customer equipment. While building owners are normally responsible for inside wiring beyond the main cross connect point, in some cases Customers may request Supplier supports adds, moves or changes to inside wiring.
- Extended Demarc services consist of the installation of wiring that extends wiring from the circuit LEC demarcation point (the point at which the LEC's regulated network ends and Customer's inside wire responsibility begins) to a point adjacent to Customer's network or equipment, as directed by Customer.

### **Site Ready**

The following are the types of Site Ready services:

- Path Creation services consist of the installation of innerduct with pull string, inner core drilling (as needed), mounted backboard, shelf, connectors and miscellaneous material to extended demarc from minimum point of entry to circuit handoff location.
- Aerial Anchoring services consist of the installation of the Supplier provided building attachment hardware to structure, or the installation of weather-head mast hardware. Installation includes an entrance hole, core drilling, sleeve, junction box on the exterior, and eye bolt (if needed).
- Electrical Outlet services consist of installation of one electrical outlet receptacle with an electrical wire run back to the fuse panel with dedicated or non-dedicated breaker. May include installation of a ground bar attached to building steel using grounded wire.

### **Requirements and Limitations for Discretionary Wiring Services and Site Ready**

Wiring Services and Site Ready are subject to the following requirements and limitations:

- Following the completion of Wiring Services and/or Site Ready, Customer will own and be responsible for the care and maintenance of the installed wire, innerduct, aerial hardware, electrical wiring, and any associated hardware and connectors installed as a result of the Wiring Services and/or Site Ready.
- All work must be standard, non-custom indoor work, requiring no special equipment. Aerial Anchoring may be performed outdoors.
- All work must be completed in one site visit.

- New wire, innerduct, aerial anchoring hardware, and electrical outlets will be delivered as specified by Customer at time of order and identified on Customer's quote. The Supplier will use appropriate materials for the application if Customer does not specify the category of performance at the time of order.
- Total length of new wire, innerduct, and electrical wiring will not exceed the length described in the Customer's quote.
- Wire, innerduct, and electrical wiring will not be installed more than 12 feet in height from the ground or floor.
- An anchoring aerial mast is limited to a single floor structure.
- The Supplier is not responsible for moving furniture, modifying fixtures or other site changes.
- Work may involve surface installation or installation through available ducts or other reasonably accessible conduits.
- Work will include running of conduit for Path Creation service only.
- Installation of electrical outlet requires Customer to provide space in the electrical panel for electrical wire termination.
- Work may involve drilling through walls, floors and ceiling. With the exception of Aerial Anchoring, work involving any of the following is considered nonstandard: drilling of masonry more than one inch thick, or any hole that penetrates the building slab, raised floor slabs, block walls or any surface that requires a hammer or special drill.

### **2.7.3 CPE Use - Customer Premises Equipment**

With Customer Premises Equipment (CPE) and Related Services, the Supplier will provide Customer (a) use of CPE and license for Software (collectively, a System), and (b) related Deployment, Maintenance and/or Warranty Services for Systems or for Customer-furnished equipment (CFE), subject to availability.

The Supplier will provide the use of CPE to the Customer under a service referred to as 'CPE Use'.

CPE Use includes the sourcing, configuration, installation, and maintenance of CPE by:

- Leveraging the Supplier's expertise and strong vendor relationships rather than the Customer using in-house resources to procure the required CPE.
- Once the equipment has been ordered, The Supplier will stage the hardware to maximize install success. Once configured and tested the Supplier will also go to the Customer location to install the CPE.

With CPE Use, the Supplier provides Customer use of hardware and a license for its software.

With Deployment Services, the Supplier provides staging, installation, implementation, move/add/change, de-installation, and/or custom services ordered by Customer.

## Service Features

The Supplier provides Deployment Services in a timely manner, during Business Hours.

The Solution includes the following:

- Staging: The Supplier will stage and then ship the customer premises equipment to the Customer Site(s). Supplier will unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system updates, power-up test, repackage, and ship (as applicable).
- Implementation: The Supplier will install Service Equipment required for the relevant the Supplier managed network services. The Supplier also will perform on-Site tests to ensure management applications are properly applied and operational.
- De-installation: With De-installation Services, the Supplier will power down and remove Equipment from the Site. Premises cables will be left in place.
- Move, Add, Change (MAC) for CPE Use
  - Move: For moves, the Supplier will de-install the Customer designated equipment from the current designated Customer Site and then install the same equipment in the new designated Customer Site.
  - Add: For adds, the Supplier will install the Equipment at the Customer Site.
  - Change: For Customer- requested changes, the Supplier will deliver the System components required to implement the requested change to the Customer Site.
- Custom: Custom Deployment Services are provided as described in a statement of work (SOW) agreed upon under these Service Terms.

## Size Classifications

Pricing for CPE is based on size classes. Determination of sizes is based on both capacity as well as complexity of managing a device and any associated applications or optional modules.

Prior to certification for management by the Supplier, each new device is evaluated and assigned a size category. To help illustrate this approach, the following high level categorizations are provided as of the Effective Date, which will evolve over time:

## Managed WAN

Extra Small Managed Devices:

- Cisco Routers: 8XX and 1XXX Series
- Juniper Routers: SRX 1xx Series
- Digi Routers: WR-44
- Adtran Netvanta Routers: Special 3201 Model

- CradlePoint: MBR1XXX, IBR6XX

#### Small Managed Devices:

- Cisco Routers: 1XXX, 2XXX, and 43XX Series
- Adtran Netvanta Routers: Series 1XXX, 2XXX, and 3XXX
- Adtran Total Access (TA) Routers: Series 9xx
- Juniper Routers: J23XX, J43XX, SRX 2xx and 3xx Series
- Nortel Routers: 1XXX

#### Medium Managed Devices:

- Cisco Routers: 3XXX and 44XX Series
- Adtran Netvanta Routers: Series 4XXX and 5XXX
- Juniper Routers: J63XX, SRX 6xx Series
- Nortel Routers: 3XXX

#### Large Managed Devices:

- Cisco Routers: Series 7XXX and ASR 1XXX

#### Managed LAN

- Cisco 2xxx series: small
- Cisco 3xxx series: medium
- Cisco 4xxx series: medium
- Cisco 6xxx series: large

#### WLAN

- Aruba 2XX Access Points: small
- Cisco 1242, 1602, 3502 Access Points: small
- Aruba 3XX Access Points: small
- Aruba JW825A Access Points: small
- Cisco 1042 Access Points: small
- HP/Aruba JW687A Access Points: small

WLAN controllers are categorized based on the amount of APs they support

- Cisco 5508 Wireless LAN Controller
- Aruba/HP JW736A Wireless LAN Controller

## 2.8 Network Security Services

While the Supplier assumes that the Security Tower supplier will have primary responsibility for managing the Security Services, the Supplier's onsite personnel will adhere to all security policies and practices as directed by the Customer's or their designee.

Likewise any assets the Supplier operates or utilizes to deliver the Services will be managed in accordance with the Customer's security policy. This also applies to any network connectivity provided by the Supplier.

### 2.8.1 Periodic Review and Auditing

The Supplier will actively participate in the Customer's directed periodic reviews and will also collaborate with external auditors as directed by the Customer.

### 2.8.2 Physical Security Administration

The Supplier will support the Customer's administration of physical security as delineated in the following sections. The Supplier will support controlled access to the Customer's physical sites in accordance with the Customer's security and safety policies, standards, and procedures.

#### Supplier Network Security Baseline

The Supplier is an ISO certified Service Provider and recognized leader in providing security management solutions to customers. As part of the commitment to adhere to VITA Rules, Supplier will adhere to the Commonwealth's hardening standards.

The Supplier's internal policy is based on what is referred to as the Network Security Baseline.

The Network Security Baseline (NSB) Standards and Practices provide specific operational security compliance requirements, restrictions, and direction for all information and network infrastructure assets within the Supplier's Network Operations organization.

The Supplier's Network Security Services use various industry recognized baseline security practice references when developing security compliance requirement that are equivalent to or better than security industry best practices, and are tailored to the specific security needs of the Supplier's network infrastructure.

Examples of these industry recognized security practice documents include, but are not limited to, the National Institute of Standards and Technology (NIST) Special Publication 800 series; ISO 27002 "Information Technology - Security Techniques -- Information Security Management Systems"; the Generally Accepted Information Security Principles (GAISP); and the National Reliability and Interoperability Council (NRIC) Best Practices.

The NSB applies to any server, network element or other system that connects to or resides on the Supplier's network infrastructure, as well as any operating system or application used or processed by any of these devices.



### **2.8.2.1 Commonwealth Sites**

While working on Customer sites, the Supplier's personnel will adhere to the Customer's security and safety policies, standards and procedures. For remote access and remote Supplier NOC management of the Customer's assets, the Supplier will adhere to the Customer's security policies.

### **2.8.2.2 Supplier Service Locations**

The Supplier will implement security policies and practices equal to or greater than the Customer Security Policies at all Supplier Service Locations that serve the Customer.

#### **Facilities Security**

The Supplier's NOC facilities are staffed 24x7 with a security task team designed to ensure the safety of employees, customers and visitors. The Supplier's security task team is responsible for video surveillance of our parking facilities, entry and exit points for the overall, and each floor within the facilities.

In addition to having a security task team, each employee is issued a Supplier identification badge, which is specifically coded with levels of access information and a parking pass. Each employee must badge into the main access point and then badge in again when accessing specific floors.

Record logs are kept tracking employees access into the Supplier's NOC facilities.

#### **System Security**

The Supplier has taken several steps within its own facilities to limit the amount of key knowledge that is readily available. The passwords for "root" login to the management platforms are not given out to the operational floor.

The distribution of the passwords is limited to the group leaders of the first level engineers and the second level support engineers who perform the advanced troubleshooting and change management.

The Supplier uses building security as a means for the Supplier's NOC to prevent non-Supplier personnel access to any floors in the building. Also any new personnel hired into the Supplier's NOC are not given the router passwords or access to them until their identity and access rights are verified.

#### **Customer Data Management**

The Supplier's NOC restricts access to the Customer's data by allowing only designated Customer source IP addresses through our internal firewall. The Web servers that contain the Customer's data have access protection based on the source IP address.

The Web servers are not publicly advertised and the IP address is only given out to support personnel. The Customer will access this data via a Proxy firewall via the address that is given to the Customer when their service is enabled.

## Device Passwords

The Supplier uses the operating system of the server to protect access to the directories and files. A user's access to the files/directories is restricted based upon the access granted him by the system administrator at login.

Further, the Supplier's password protects the files so that even engineers with proper access to the files and directories require passwords.

## Configuration Management Security

Supplier assumes that all devices, within the scope of this response will be under Full Management by the Supplier which will include Supplier having Read/Write privileges for all devices.

- Passwords: The Supplier changes router passwords regularly and will change passwords based on a Customer request. This password change will be completed throughout the Customer's routers.

In the Supplier's NOC, if key support personnel who have access to a Customer's router leave the company, all the routers/devices which make up the Customer's network will have their passwords changed immediately. All passwords will follow the minimum standard of 6 to 13 upper and lower case alphanumeric characters.

- Router Configurations: The Supplier will retrieve all router configurations on a weekly basis.

The Supplier keeps a 52-week historical archive of the Customer's unique configurations. Any changes that are made midweek are saved as well and kept on the Supplier's internal TFTP server.

## Access Lists

The Supplier has implemented access lists that are based on specific IP addresses. The access lists state a permit capability on a particular IP address.

This permit statement has an implied deny to all IP addresses that do not match the IP address in the access list. These access lists effectively block out any TCP and UDP connections that are not initiated from a permitted IP address.

The routes (paths), which point to the permitted IP address, point back to the Supplier's NOC. These routes are static and therefore are not changed via dynamic routing changes. This creates an additional layer of protection because the Supplier would manually have to change the entries if we wanted to change the routes.

An additional access list has been applied to all Customer connections to the Supplier's NOC. This access list will only allow established TCP connections.

## Virtual Terminal Connections (VTYs)

In addition to protecting data flows, the Supplier has protected the virtual terminal connections on the Supplier's routers using the access lists described above. Included in the protection is the fact that only "incoming" connections are allowed to connect.

When an incoming connection is requested, a password must be provided as well as be from one of the trusted Supplier's hosts. This virtual terminal protection has been setup on vty0 through vty4. We have also set this type of protection up on the AUX port as well as the console port.

### **SNMP Strings**

In the SNMP environment, the Supplier will setup a unique community string (password) and access to this string will be limited to the Supplier's personnel and the trusted hosts only. In addition, all SNMP traps are explicitly sent to several Supplier trusted hosts.

These hosts are part of the access lists described above and must know the correct community string.

### **TACACS Authentication**

The Supplier has multiple TACACS servers currently utilized as part of the Supplier's NOC. Only authorized Supplier employees have accounts on this system. All customers' passwords are unique per customer. Our password aging follows the company standards.

We have different password aging standards based on the system and its use. The Supplier uses TACACS where possible as its authentication protocol. For each managed domain, the Supplier deploys a separate TACACS server.

The servers are configured in the same manner for ease of administration. The following policies are applied to all servers.

First, all accounts are deleted after 90 days if they go unused. Secondly, TACACS accounts have a 30-day limit on their passwords. At the end of this limit, a new password needs to be selected.

All passwords will follow the minimum standard of 6 to 13 upper and lower case alphanumeric characters. A user is allowed to miss type their password no more than 10 times. After 10 failures, no matter when in the 30 day cycle, the account is disabled. The user then has to contact the Supplier to get their password reset.

### **Out of Band Access**

All modems used in the delivery of the Supplier's Services are password protected with a 6 to 13 alphanumeric character password. This method is the minimum protection required for out of band management. In all cases the console/aux port that the modem connects to is password protected.

The authentication mechanism can either be TACACS based or local on the router. In either case the 6 to 13 character password limit applies. The Supplier uses a dial out only modem pool for gaining access to the modems on the managed routers. The modems and console ports are allowed three login attempts prior to disconnecting the connection.

### **Logging, Reviews, and Forensics**

It is the requirement that all TACACS authentications be logged and stored for a 3-month period. This logging requirement is also applied to all managed firewalls logs and syslog servers. The data is made available to the customer upon request.

The Supplier will perform log reviews and data posting for the Customer upon request for a specific time frame and limited scope. Any other requests that would require long log reviews are done on a time and materials contract.

### **2.8.3 Logical Security**

The Supplier will adhere to and follow the Data Security procedures defined by the Customer.

### **2.8.4 Endpoint Protection**

For any assets the Supplier manages on behalf of the Customer, or are used to deliver the Service that resides in or connects to the Customer's environment, the Supplier will enforce compliance of the Customer's security policy rules.

### **2.8.5 Network Access Control and Perimeter Defense**

As part of the Supplier's management of network tower devices, the Supplier will provide configuration changes in accordance with the Customer's security policies.

The Supplier's Managed Network Services provide maintenance of Access Control Lists (ACLs) and other security related attributes of routers and switches.

The Supplier assumes Security governance and policy will be applied by the Customer's Security Tower Supplier. The Supplier will provide access to the Customer's designated party for the maintenance of security policy specific configuration changes.

## **2.9 DDOS Shield**

Distributed Denial of Service ("DDoS") mitigation services help protect the availability of Customer's Internet-connected business operations ("DDoS Shield"). DDoS Shield is a managed, cloud-based, on-demand service designed to intercept and remove significant amounts of malicious DDoS traffic inbound to a Customer's Internet-connected network.

When mitigation is initiated, DDoS Shield announces Customer's IP addresses (as listed in the Customer IP ("CIP") listed below as Exhibit A) to redirect all inbound traffic to those CIPs to the Supplier's cloud-based mitigation facilities, where the Supplier filters the traffic prior to returning it to Customer via a dedicated Generic Routing Encapsulation ("GRE") tunnel.

Once provisioned, and when not actively mitigating a DDoS attack, DDoS Shield is not intended to continually redirect Customer's traffic ("always-on" configuration).

### **Service Activation, Installation, and Configuration**

Configuration and Testing: Customer will provide the appropriate authorized contact ("Authorized Contact") to work with the Supplier configuration engineer. The Supplier will configure DDoS Shield in accordance with its policies as reasonably practicable to correspond to Customer's configuration information and provision DDoS Shield.

- **Testing.** Upon receipt by the Supplier of complete and accurate Customer configuration information (“Configuration Receipt”), the Supplier will configure DDoS Shield to help protect Customer’s environment when under a DDoS attack and perform validation testing to verify DDoS Shield is operational.

Subsequent to such testing, the Supplier will inform Customer that DDoS Shield is properly configured (“Verification Notice”).

- **Self-Service Portal.** The Supplier will make available daily mitigation traffic reports through the Supplier self-service web-based portal (the “Self-Service Portal”). Customer may request changes to its DDoS Shield configuration by opening a support ticket via the Self-Service Portal.

Service Features include:

- **Mitigation Activation.** When mitigation is initiated, both legitimate traffic and DDoS attack traffic will be redirected to the Supplier pre-deployed mitigation facilities. Mitigation may be activated either by (a) Customer’s redirection, if mutually agreed by the Parties, or (b) The Supplier, upon receipt of Customer’s notification to initiate mitigation.

For DDoS Shield to work, Customer must have a public Internet circuit and publicly re-routable IP address space via Border Gateway Protocol (BGP). Wherever the Supplier is not the Internet circuit provider, the customer must utilize at least a Classless Inter-Domain Routing (CIDR) /24 for IPv4 or larger.

Wherever the Supplier is the Internet circuit provider, the Customer may also elect to utilize a CIDR IPv4 block that is a between a /25 and a /32; this is also referred to as Subnet Rerouting.

The use of Subnet Rerouting may limit the overall DDoS Shield service platform as the regional ingress capacity from the Supplier IP backbone is less than the total global ingress capacity available to all DDoS Shield.

All equipment associated with DDoS Shield is housed within the Supplier facilities and remains the property of the Supplier.

- **GRE Tunnel.** Supplier will configure the network edge router(s) it intends to utilize with DDoS Shield for purposes of accepting a GRE tunnel. The Supplier will provide Customer with examples of GRE tunnel routing upon Customer’s request.

Wherever the Supplier is the Internet circuit provider, the Customer may also elect to utilize MPLS L3 VPN (Multi Label Packet Switching Layer 3 Virtual Private Networking”) as a methodology to receive post mitigation traffic.

### **Mitigation Administration**

Supplier will reroute Customer’s network traffic to a Supplier mitigation center when Supplier has received an authorized and valid Customer request to initiate DDoS Shield.

Customer may make administrative changes to DDoS Shield service (e.g., IP alterations, Authorized Contact changes, etc.) by opening a support ticket via the Self-Service Portal.

Customer may perform periodic DDoS Shield initiation, availability, and alerting tests and review parameters on the Self-Service Portal. Notwithstanding the foregoing, Customer will not perform any mitigation testing of DDoS Shield without the Supplier's prior written consent and coordination with the Supplier.

Mitigation may not be used on a continual basis or as a precautionary measure. The Supplier reserves the right to stop mitigations 48 hours after the Supplier has determined that a DDoS attack has not occurred or has ceased.

### **Overutilization**

The Supplier will measure and monitor the volume of total traffic in the DDoS Shield Service Tier purchased by Customer. Usage in excess of such Service Tier ("Overutilization") will be provided at the Supplier's sole discretion and at no additional charge to Customer.

### **Customer Data**

As part of providing DDoS services, the Supplier may transfer, store and process Customer Data in the United States. By using DDoS mitigation services, Customer consents to this transfer, processing and storage of Customer Data.

DDoS services protect the availability of the Customer's Internet-connected business operations and is only one component of Customer's overall security program. There is no guarantee that DDOS will detect and prevent all possible threats and vulnerabilities or that Customer's network and systems will be invulnerable to all security breaches and vulnerabilities.

## **2.10 Optional IP Address Management (IPAM)**

As an optional service, the Supplier will provide their standard DDI (DNS, DHCP, and IP Address Management) service to meet the Customer's IPAM requirements.

To improve the turn-around time for provisioning, the Supplier will implement a DDI Self-Service Portal (SSP) which will support an agreed set of service requests by empowering the Customer's authorized appointees to perform these changes without the Supplier's Service Desk involvement.

Service Requests that cannot be performed through the Supplier's DDI Self Service portal will be handled through the Service Desk MACD process.

The DDI-SSP is hosted within the Customer's network and managed remotely. Authentication/access control will be integrated with the Customer's AD/LDAP environment.

The Customer can perform many of their DDI changes using only Generic request types. However, where an Agency has an established procedure and template for logical/soft DDI deployments (e.g., building a new location), or a defined Service Catalog of DDI request types, the SSP provides a platform for automating that activity.

The Supplier proposes that the portal have workflows for the following MACD Types (additional workflows can be added via the Change Control Process):

| Service Request                     | Category |
|-------------------------------------|----------|
| Add Ipv4 Address and Host Record    | Generic  |
| Delete Ipv4 Address and Host Record | Generic  |
| Add DNS Record                      | Generic  |
| Modify DNS Record                   | Generic  |
| Move DNS Records to New IP          | Generic  |
| Add Network                         | Generic  |
| Add Subnet                          | Generic  |
| Modify Subnet                       | Generic  |
| Get Subnet List                     | Generic  |
| Add DHCP Reservation                | Generic  |
| Add DHCP Scope                      | Generic  |
| Expand DHCP Scope                   | Generic  |

The DDI-SSP tracks users' activity and the Supplier will provide Customer reports on utilization. These reports show the Service Request and MACD volumes, when the changes were executed, and by who.

For the Customer, the largest benefit of the SSP is that it also can significantly reduce the costs associated with DDI Generic changes listed above while leaving open the option of having the Supplier's DDI specialists perform MACDs.

Transition activities include:

- WITO: Initially, the Supplier will provide operation of the Customer's current environment (including personnel, processes, tools and equipment) utilizing the onsite assets used for IP Address Management. The Supplier assumes the Customer is using BlueCat Networks technology to support this requirement.
- MTO: Once WITO activity has stabilized and e-bonding facilities are in place, the Supplier will begin to manage IP addressing remotely by connecting to the onsite BlueCat assets.

The Supplier will take ownership of these devices and offer their use to the Customer as a service where the equipment is refreshed, as required. The Supplier will also maintain software releases in accordance with Customer policies.

This Supplier understands this service to be an optional offering which is currently scoped to the SSDC tower Supplier.

## 2.11 Optional Dynamic Host Configuration Protocol (DHCP)

The Supplier's DDI Self-Service Portal (SSP), as described in Section 2.10, will be used to support DHCP as well. The Supplier will leverage existing BlueCat Network appliances to provide comprehensive management of DHCP services.

The Supplier's proposed SSP will also be leveraged for Move, Add, and Change activity along with normal Service Desk ticket activity. This Supplier understands this service to be an optional offering which is currently scoped to the SSDC tower Supplier.

## 2.12 Optional Domain Name Services (DNS)

The Supplier's DDI Self-Service Portal (SSP), as described in Section 2.10, will be used to support DNS services as well. The Supplier will leverage existing BlueCat Network appliances to provide comprehensive management of DNS.

The Supplier's proposed SSP will also be leveraged for Move, Add, and Change activity along with normal Service Desk ticket activity. This Supplier understands this service to be an optional offering which is currently scoped to the SSDC tower Supplier.

## 3.0 Wide Area Network Services

In addition to providing PIP Transport and associated Access options, the Supplier will provide Managed Network Services (MNS) service. Common attributes of the Supplier's MNS are described in Section 2.5.

The Supplier leverages established Supplier NOC facilities described previously along with the resources encompassed within the Supplier's MNS organization to deliver a full suite of IT management services including Managed LAN, Managed WAN and Managed Wireless LAN.

Managed Network Services customers leverage Supplier's technical expertise for network design, configuration of customer premises equipment (CPE), service installation, proactive monitoring, network management, and reporting. The Supplier's Managed Network Services solution is made up of several key elements:

### CPE Use

Customer Premises Equipment (CPE) is a necessary element of Managed Network Services and is the physical equipment used to deliver managed network service (Managed WAN, Managed LAN, or Managed Wireless LAN).

The Supplier will take ownership of VITA 's CPE assets and make those assets available for use to the Customer via a monthly recurring charge.

The Supplier's CPE as a Service is referred to as 'CPE Use'. Within CPE Use, the Supplier will provide the following CPE services:

- **Deployment Services:** The Supplier provides Deployment Services in a timely manner, during Business Hours, and will meet Service Request timeframes or as specified in a Statement of Work. Deployment includes:



- Installation: The Supplier will deliver, unpack and install the System at the Customer Site(s), and verify System power-up and operation of network interfaces.
- Testing. In addition to Installation, the Supplier also will perform on-Site tests to ensure management applications are properly applied and operational.
- Move, Add, Change (MAC)
  - Move: For moves, the Supplier will de-install the Customer designated equipment from the current designated Customer Site and then install the same equipment in the new designated Customer Site within the same building as shown in the applicable Service Order.
  - Add: The Supplier will install the System at the Customer Site.
  - Change: For Customer requested changes, the Supplier will deliver the System components required and implement the requested change to the Customer Site.
- De-installation: With De-installation Services, the Supplier will power down and remove the equipment from Site. Premises cables will be left in place. This activity will be conducted according to the Customer's policies for equipment removal and decommissioning.
- Custom: Custom Deployment Services can be supported through the creation of an appropriate Statement of Work (SOW) agreed between the Supplier and Customer.

### **Hardware Maintenance**

The Supplier will include extended maintenance as part of the Supplier's 'CPE Use' offering which is described in greater detail in Section 2.7.3. This will cover full break/fix OEM support including software currency according to Customer policy.

### **Out of Band Access**

Out of band (OOB) access provides alternate contact with the managed device if the primary transport method is not available.

In order to remotely support Managed Network Services, the Supplier may provide a minimum of at least one of the following options at each site for OOB access:

- Wireless connectivity (LTE) and a gateway (recommended), or
- Dedicated modem and analog line for each device at the customer site connected to the console port on the device.

### **End-to-End Fault Visibility and Restoration**

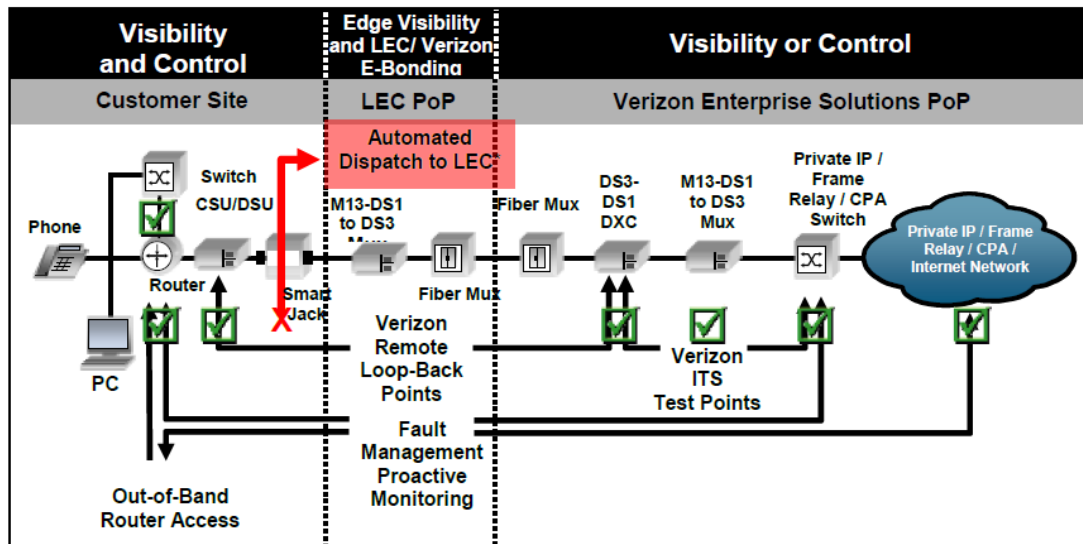
The Supplier's fault management enables the Supplier's Managed Network Solutions Operations (MNSO) NOC team to have full visibility into every networking device under management.

The Supplier's MNSO NOC team has the ability to make changes on these network devices allowing for the quick reconfiguration and restoration of the Customer's network service.

The Supplier’s management architecture provides access from the POP (Point of Presence) all the way to the customer premises.

Specifically, the Supplier’s Integrated Testing System (ITS) can test the switches in the POPs, cross-connects, and monitor for performance events along the backbone, while remote loop-back capabilities can test the cross-connect to the Smart Jack, and the CSU/DSU at the Customer site to further isolate problems.

If necessary, the Supplier can access the Customer site router by establishing an out-of-band connection.



The Supplier operates the network end-to-end, and leverages its Management Architecture, which enables visibility into the Supplier’s network.

In addition, since the Supplier has control of the various network elements in the POP, the backbone and the customer premises, the Supplier can apply end to end Fault Restoration. The Supplier’s NOC engineers and technicians will make adjustments to the switch, the backbone, and the customer facing router as required.

**Third Party Transport Management**

The Supplier’s Managed WAN service capabilities have been extended to support the inclusion of Third Party transport services. Third Party transport support assumes the Customer is contracting directly with the carrier or transport provider for provision of these services.

For sites utilizing Third Party transport, the Supplier will offer VPN connectivity as described in Section 3.5 of this document.

**Electronic Ticket Exchange**

The Supplier has established relationships with all major LECs and has the ability to electronically create and update trouble tickets within their systems. The Supplier also is able to view the open tickets to check their status in real time.

## Managed WAN Services

Managed WAN Services offers management for customer networks using the Supplier or Third Party transport for the following technologies:

- Private IP (MPLS)
- Private IP (Layer 2, legacy)
- Internet (including IP VPN)
- Ethernet Private Line
- E-Line Switched (formerly Ethernet Virtual Private Line)
- E-LAN Switched (formerly Virtual Private LAN Service)
- Frame Relay (legacy)
- ATM (legacy)
- Private Line

As part of its Managed WAN service, the Supplier will:

- Poll the devices under management every three minutes to ensure they are functioning properly
- Respond to alarms generated by failed polls (indicates that a fault condition has occurred)
- Isolate the fault condition to either access or transport or CPE if using the Supplier transport
- Open a trouble ticket on the Customer's behalf
- For Supplier provided transport, assume responsibility to clear all network and access related issues

As noted above, the Supplier will isolate the fault condition to either the CPE or access or network portion of the Customer's solution. Based on that information, the Supplier will dispatch the appropriate entity to remediate the fault resolution. This action would include the Supplier personnel, the CPE maintenance provider, and/or the Customer.

The Supplier's network management infrastructure will generate an alarm based on the type of fault condition, e.g. device or interface is down. The Supplier's NOC will apply passive and intrusive diagnostics, and out of band access to confirm the status of the router or switch.

Once the problem has been isolated to the CPE, the Supplier will assume responsibility to resolve physical CPE issues by dispatching personnel.

Performance reporting, Managed Services Customer Portal, and automated configuration backup are part of the Supplier's Managed Network Services.

### Managed Device Enhanced Features.

For devices under Full Management, additional configuration, implementation, administration, monitoring, support, reporting (if applicable), and installation of modules and/or hardware patch/upgrades is supported for the following features as selected by Customer. (Addition of these features to a device already in operation is consider an Optional Change Management Request.)

- **Switching** (For LAN Module on a Managed Device). With LAN Module Switching, the Supplier provides additional LAN ports on the Managed Device. The Supplier monitors the LAN module generally, but not individual ports.
- **Encryption**. With Encryption the Supplier will encrypt Customer data traffic between Managed Devices on the Supplier Private IP network. Customer will specify at least two additional Managed Devices with the Encryption feature to act as key servers.
- **WAN Acceleration**. With WAN Acceleration, the Supplier will optimize traffic using compression, caching protocol optimization where other Sites on the Customer’s managed network have compatible application optimization CPE.
- **IPSec Tunneling**. With IPSec Tunneling, available on certain Managed Devices, the Supplier enables the tunneling and encryption of Customer data traffic between two Managed Devices. Enabling this feature on a remote Managed Device is dependent on the same feature being enabled on a separate Customer Managed Device, typically located at the Customer hub site.
- **Application Aware Routing**. For select Cisco Managed Devices, the Supplier can monitor traffic performance based on flexible Customer-established policies that classify its traffic into categories to the granularity of applications, and define minimal requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred network paths as defined by the Customer.
- **WAN Backup**. With WAN Backup, the Supplier configures a Managed Device to support a second access circuit (over separately provided Supplier or third party service) in the event the primary network connection fails.
- **Managed VoIP Services** - With Managed VoIP Services, the Supplier will manage VoIP CPE Elements (like audio server resources, FXS/FXO gateways, (not VoIP Service devices such as phones – addressed as CPE Use) at the same management level as the related Managed Devices.

## 3.1 Network Connectivity Interchange (Cloud)

### Secure Cloud Interconnect (SCI)

With the Supplier’s Secure Cloud Interconnect service, the Supplier provides an interconnection with the network of select third-party cloud providers (with whom the Customer has separately contracted). The service enables the Customer to utilize those third-parties’ cloud services over Supplier’s Private IP, network.

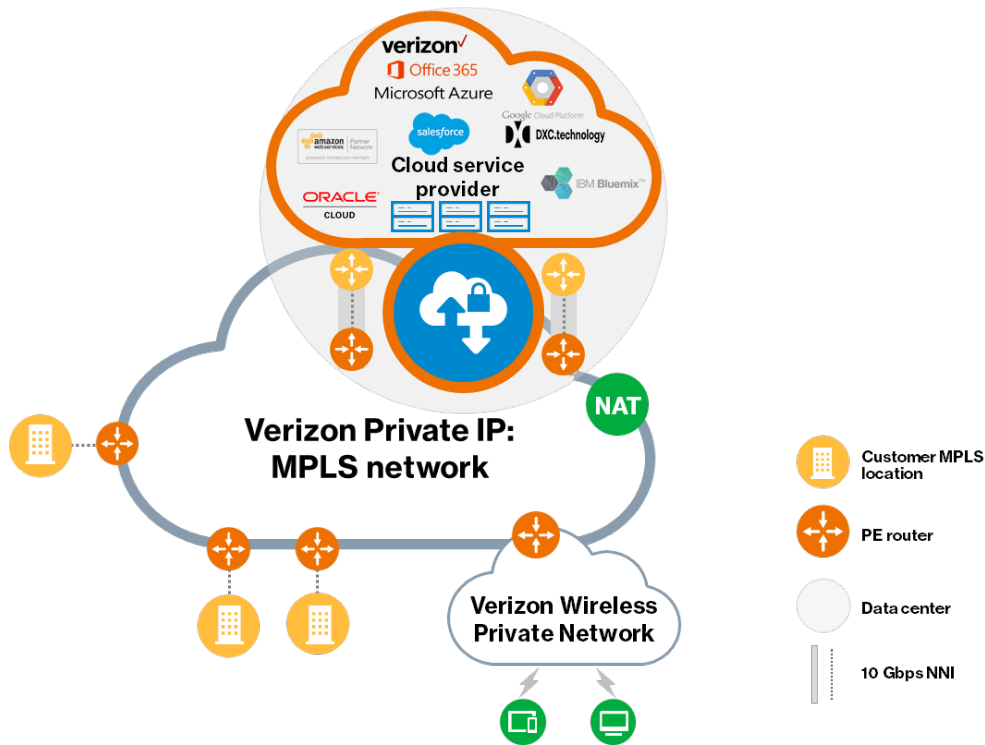
The Supplier also provides network translation functionality (NAT), but Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT and such failure permits a third party cloud provider to have access to Customer's Private IP addresses.

The Supplier's Secure Cloud Interconnect (SCI) offering enables the Supplier's Private IP (required) customers to simply, securely, and reliably connect to a global ecosystem of leading Cloud Service Providers (CSP) from their corporate WAN by creating private connections across a customer's existing PIP infrastructure.

The Supplier's Secure Cloud Interconnect provides:

- Security: Connectivity provided by the secure PIP infrastructure rather than public Internet connectivity.
- Reliability: Diverse pre-provisioned connections to leading CSPs
- Performance and Quality: Performance of MPLS with QoS backed by powerful Service Level Agreements
- Cost-Effectiveness: With consumption-based pricing, the Customer only pays for the bandwidth they need
- Scalable Bandwidth: Dynamic spikes in application use are automatically supported without the need to monitor bandwidth and make manual adjustments
- Speed to Market: Pre-provisioned access to cloud resources allows the Customer to set up service in as little as one business day instead of waiting weeks or months
- Wireless Connectivity: Integrates with the Supplier's Wireless 3G/4G service in the U.S. to provide secure, mobile wireless connectivity to the cloud
- Customer Enablement: The Customer can directly manage services within the Supplier's Enterprise Center portal. Using the Supplier's Secure Cloud Interconnect Dynamic Network Manager ports on a map, the Customer can manage connectivity and view usage per connection.

The Supplier will provide Customer sites with direct access to Third Party Cloud Service providers without the need for point to point connectivity as illustrated in the following diagram:



The Supplier’s Secure Cloud Interconnect architecture consists of deploying two redundant provider edge (PE) routers at a meet-point with a CSP. The CSP will deploy its own pair of PEs.

The two pairs of PEs are connected by separate 10G NNIs to provide full redundancy of the connection between the Supplier and the CSP. When a customer orders a Secure Cloud Interconnect port, the Supplier will configure the port on these two Supplier PEs and add that port to the customer’s Private IP VRF/VPN.

The Supplier, together with the CSP, will also complete the connection to the CSP PEs. The Customer is then able to communicate with their CSP services through that Secure Cloud Interconnect port.

Two Secure Cloud Interconnect ports are created by default, one for each of the two PEs.

A (source) NAT device could potentially be added to the traffic flow based on the type of CSP services to which the Customer is connected.

The diagram above also shows the option for the Customer to use Supplier provided Wireless services to access their Private IP VRF/VPN allowing the Customer to access their Secure Cloud Interconnect port.

**3.2 Core Data Center WAN**

The Supplier will support management of Core Data Center WAN devices leveraging the assets, facilities and capabilities described in section 3.0 above. Additionally, Metropolitan Area Network (MAN) and Wide Area Network (WAN) technologies will be provided and maintained as directed by the Customer.

The Supplier will also support on-site work as required through the Customer’s Service Request process.

### 3.3 Campus Network WAN/MAN

The Supplier will provide management of Campus Network WAN/MAN devices leveraging the assets, facilities and capabilities described in Section 2.5 and 3.0 above as well as transport as described in Section 2.4.

The Supplier will also provide on-site work as required through the Customer's Service Request process as well as CPE as a Service which is described in Section 2.7.3.

### 3.4 WAN Optimization

The Supplier's proposed solution for WAN Optimization leverages existing WAN optimization tools in place today, if any. Along with the WAN assets, the Supplier will assume ownership and manage these assets, if any through the Supplier's Managed WAN and CPE Use service offerings.

Required maintenance and modifications to the current service will be processed as a MACD activity.

The proposed Managed WAN and CPE Use offerings are described in greater detail in sections 3.0 and 2.7.3 respectively.

For WAN devices, the Supplier will also provide enhanced reporting. As an optional feature within the Supplier's Managed WAN service, the enhanced reporting feature is referred to as "ETM Select with Netflow".

#### ETM Select with Netflow

ETM Select with Netflow enables users to see which hosts, protocols, and conversations are using bandwidth, on which network interfaces, and at what times. In order to provide this information, the Supplier's WAN Analysis Reporting uses data obtained from implementations of the Internet Protocol Flow Information Export (IPFIX) standard.

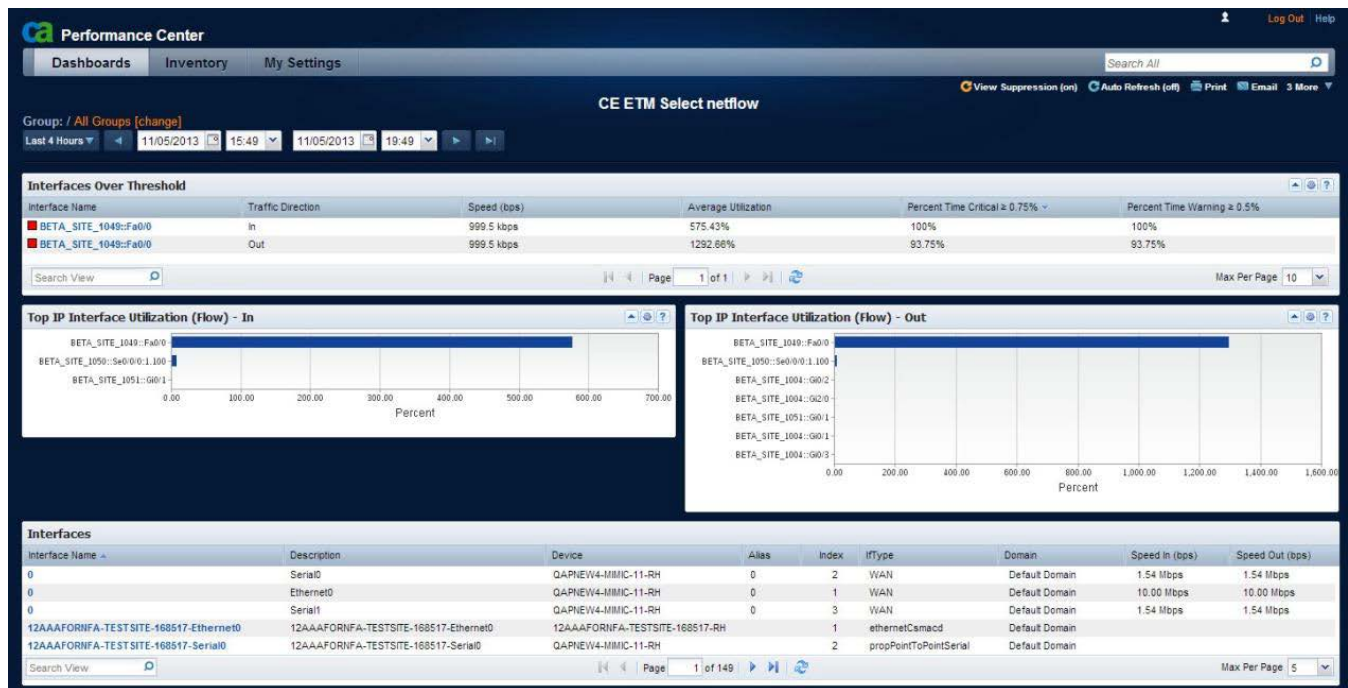
IPFIX implementations measure and record information about the traffic that travels through a device. This information can be exported to an external collector, such as the collector in the WAN Analysis reporting system. IPFIX was designed around Cisco's proprietary protocol, NetFlow.

The following IPFIX implementations are supported by the Supplier's WAN Analysis Reporting:

- NetFlow v5, v7, v9 from Cisco devices
- Flow from Juniper devices
- Flow v2, v4, and v5
- IPFIX from Nortel and other devices

ETM Select with Netflow provides its data exclusively through the eHealth Dashboard which provides a powerful troubleshooting and forecasting tool especially when combined with the traditional SNMP reports and dashboards.

An example is provided below:



The Sample Dashboard View includes the following:

### Interfaces Over Threshold

This summary view displays all interfaces on your network where the utilization over time selected exceeds customizable utilization thresholds.

The CA Performance Center assigns a severity level (warning or critical) which is based on the accumulated time over threshold. Moving the mouse cursor over an interface name displays details for this specific interface.

When you click on the interface name it opens an Interface report with additional detail for this specific interface. You can also click on the column headings of the 'Interfaces over Threshold' table view to change the sort order for the table using that column.

The default utilization thresholds are:

- Warning:  $\geq 50\%$  utilization for 25% of the reporting period
- Critical:  $\geq 75\%$  utilization for 25% of the reporting period

Customers can use the configuration wheel icon in the top right corner of the view to change the default thresholds for this display.

### Top IP Interface Utilization (Flow)

This summary view uses a bar graph display to indicate link saturation and average utilization over the current time selected. Moving the mouse cursor over the bar or the interface name displays information about the interface. Clicking on the bar or the interface name opens the more detailed report on that interface.



## Interface List

The interface list allows navigation to the detailed Interface Capacity report. The list may be expanded to show up to 200 items.

The sort order for this list view can be changed by clicking the column header for a specific column. You can search this list by means of the search box which is displayed at the lower left of the Interface list view.

The following high-level functionality is available with Netflow data:

- Summary Dashboards for high-level network visibility
- Automatic protocol breakdown per interface with customizable protocol definitions
- Top Hosts (Talkers) and Conversations
- Near real-time reports and dashboards and thresholds at one-minute granularity for every interface on the network
- Eight-hour, daily, weekly, monthly, yearly, or customizable reporting time periods
- Analyze trends in applications over time
- Determine if applications are being classified appropriately with near real-time visibility into QoS policy utilization
- Reports and dashboards available in several formats with the ability to export report data

Data Granularity for ETM Select with Netflow. Data from Netflow is available with the following granularity:

- Data at 1 minute intervals for the following criteria for 30 days
  - Top 150 protocols in and out of each interface
  - Traffic to and from the top 200 IP hosts
  - Traffic to and from the top 200 IP conversations for IP
  - Traffic to and from the top 25 hosts for the top 25 protocols
  - Traffic for the top 25 conversations for the top 25 protocols
  - Traffic for the top 25 protocols for the top 5 ToS values
  - Traffic for the top 25 hosts for the top 5 ToS values
  - Traffic for the top 25 conversations for the top 5 ToS values
- After 30 days data will be averaged into 15-minute samples as follows
  - Protocol data: 15-minute granularity for up to thirteen months
  - Host and conversation :data 15-minute granularity for up to two months

- Interface summary data: 15-minute granularity for up to thirteen months
- ToS summary data: 15-minute granularity for up to thirteen months
- Top protocols for the top ToS values: 15-minute granularity for up to thirteen months
- Top hosts and conversations for the top ToS values: 15-minute granularity for up to two months

## Dashboard Views

### CE ETM Select Netflow

The ETM Select Netflow Dashboard identifies the top utilized circuits based on Netflow application data. The Interfaces over Threshold view allows you to quickly view any circuits that are using more than a specified bandwidth percentage based on system default or user defined values. A “warning” and “critical” threshold may be defined.

In additional views, the top inbound and outbound utilized interfaces will be shown regardless of whether they meet the threshold criteria set. Clicking on any of the displayed interfaces will show the underlying utilization data based on application, top talkers, and QoS.

### CE Flow Analysis

The Performance Center Dashboard identifies the top utilized circuits based on Netflow application data. The Interfaces over Threshold view allows you to quickly view any circuits that are using more than a specified bandwidth percentage based on system default or user defined values. A “warning” and “critical” threshold may be defined.

In additional views, the top inbound and outbound utilized interfaces will be shown regardless of whether they meet the threshold criteria set. Clicking on any of the displayed interfaces will show the underlying utilization data based on application, top talkers, and QoS.

## Reports and Dashboards

Multiple reports and dashboards and detailed interface views are available using the ETM Select with Netflow service. These include:

- Interface-specific views: Detailed Protocol Trends
- Identifies protocol by well-known name and/or port number
- Drill-down to identify IP users of selected protocol: Conversations and Top Talkers
- Identifies top source and destination IPs, as well as top IP conversation pairs
- Drill-down to identify protocol per IP or conversation: Detailed Quality of Service
- Identifies QoS usage by class of service
- Drill-down to identify protocols tagged with a specific ToS setting

- Capacity Projection: Available on all IP usage, by application or by QoS Class
- Historic Growth Reports and dashboards: 6 week and 6 month historic trends by application

### 3.4.1 WAN Acceleration

As with WAN Optimization, the Supplier will continue management support for existing router configuration options that support optimization and acceleration strategies. This support is provided through the Supplier's Managed WAN and CPE Use services described in Sections 3.0 and 2.7.3 respectively.

The Supplier assumes existing Blue Coat appliances, used for caching, are either no longer being used or are being managed by another Supplier and are considered out of scope for the Network tower Supplier.

### 3.4.2 Quality of Service

The Supplier's Private IP Enhanced Traffic Management (ETM) service employs robust and comprehensive QoS management policies to deliver QoS and manage network congestion as described below:

- Voice/Real-Time Data traffic must conform to the subscribed EF CAR at the ingress of the Private IP network for real-time traffic sent into Private IP. Traffic exceeding this rate at ingress will be discarded by the Supplier's Private IP router.

In order to provide a controlled environment for this traffic and be able to offer the highest service level agreements, the Supplier does not allow bursting of Real-time traffic. To be recognized as Voice or Real-Time traffic by the Private IP network, the packet headers must include the appropriate IP Type of Service (TOS) settings.

Voice/Real-Time Data traffic traveling from the Supplier's Private IP router towards the Customer's router, otherwise referred to as egress traffic, must be equal to or less than 50% of the Private IP port speed.

The standard Private IP egress IP QoS policy that is applied to all Private IP ports is set up for a priority/low-latency queue that will allow a maximum of 50% EF traffic on egress.

For customer environments that have a requirement for a high percentage of real-time traffic, a special policy may be approved that increases the percentage allocated at egress to up to 90%.

- Video/Priority Data traffic is not regulated at the ingress of the Supplier's Private IP network and will be able to burst to full port speed if available, and based on the outbound prioritization configured on the CE router.

To be recognized as Priority Data or Video traffic by the Private IP network, the Customer must send packets with the appropriate IP TOS settings. Additionally, when using DiffServ, the Customer may further designate traffic into Priority Data High/Low levels.

At egress, the Supplier has configured Class Based Weighted Fair Queuing (CBWFQ) to prioritize data and Weighted Random Early Discard (WRED) for congestion control in this class.

Traffic that is marked as Video/Priority Data will be guaranteed at least 40% of the bandwidth remaining that is not being utilized by the Real-Time CoS traffic. Traffic that is marked Priority Data High will be delivered in a higher ratio than Priority Data Low as the queue approaches a congested state.

- Mission Critical Data traffic is not regulated at the ingress of the Supplier's Private IP network and will be able to burst to full port speed if available, and based on the outbound prioritization configured on the CE router.

To be recognized as Mission Critical Data traffic by the Private IP network, the Customer must send packets with the appropriate IP TOS settings. Additionally, when using DiffServ, the Customer may further designate traffic into Mission Critical High/Low levels.

The Supplier's Private IP network is designed to automatically recognize DSCP Values 48 / IP Prec 6 / CSC 6 and DSCP Value 56/ IP Prec 7 / CSC 6 as part of the Mission Critical Data IP Class of Service. These DSCP values 48 and 56 represent Network Control and Internetwork Control Traffic (LMI, Routing Updates, Routing Keep-Alives, etc.).

At egress, the Supplier has configured CBWFQ to prioritize data WRED for congestion control in this class. Traffic that is marked as Mission Critical Data will be guaranteed at least 39% of the bandwidth remaining that is not being utilized by the Real-Time CoS traffic.

Traffic that is marked Mission Critical High will be delivered in a higher ratio than Mission Critical Low as the queue approaches a congested state.

- Business Data traffic is not regulated at the ingress of the Supplier's Private IP network and will be able to burst to full port speed if available, and based on the outbound prioritization configured on the CE router. To be recognized as Business Data, traffic by the Private IP network, the Customer must send packets with the appropriate IP TOS settings.

At egress, the Supplier has configured CBWFQ to prioritize data WRED for congestion control in this class. Traffic that is marked as Business Data will be guaranteed at least 16% of the bandwidth remaining that is not being utilized by the Real-Time CoS traffic.

- General Data traffic is not regulated at the ingress of the Supplier's Private IP network and will be able to burst to full port speed if available, and based on the outbound prioritization configured on the CE router.

To be recognized as General Data, traffic by the Private IP network, the Customer must send packets with the appropriate IP TOS settings. At egress, the Supplier has configured CBWFQ to prioritize data WRED for congestion control in this class.

Traffic that is marked as General Data will be guaranteed at least 1% of the bandwidth remaining that is not being utilized by the Real-Time CoS traffic.

- Default Data traffic is not regulated at the ingress of the Supplier's Private IP network and will be able to burst to full port speed if available, and based on the outbound prioritization configured on the CE router.

All traffic that is not marked with the appropriate IP TOS Settings defined by the Voice/Real Time, Video/Priority Data, Mission Critical Data, Business Data or General Data IP Classes of Service will be recognized by the Private IP network as the Default Data IP CoS.

Traffic can also be specifically assigned as Default Data, if the customer sends packets with the appropriate IP TOS settings. At egress, the Supplier has configured CBWFQ to prioritize data WRED for congestion control in this class.

Traffic that is marked as Default Data will be guaranteed at least 4% of the bandwidth remaining that is not being utilized by the Real-Time CoS traffic.

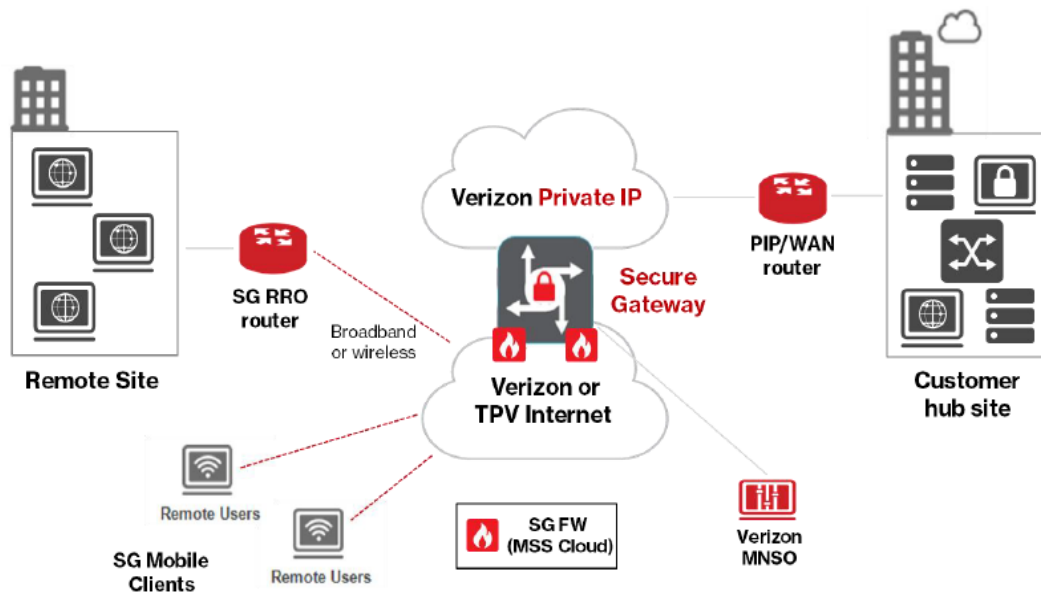
The following shows Supplier Supported TOS Settings

| Type of Traffic              | Diff-Serv | IP Precedence Class Selector |
|------------------------------|-----------|------------------------------|
| Voice/Real-Time Data         | EF        | 5                            |
| Video/Priority Data (High)   | AF41      | 4                            |
| Video/Priority Data (Low)    | AF42/43   | n/a                          |
| Mission Critical Data (High) | AF31      | 3                            |
| Mission Critical Data (Low)  | AF32/33   | n/a                          |
| Business Data (High)         | AF21      | 2                            |
| Business Data (Low)          | AF22/23   | n/a                          |
| General Data (High)          | AF11      | 1                            |
| General Data (Low)           | AF12/13   | n/a                          |
| Default Data                 | BE        | 0                            |

### 3.5 Remote Site Connectivity to Enterprise WAN

The Supplier's Secure Gateway (SG) service is a network-based service that securely connects the Customer's private network to the public Internet through a logical, virtual port (Universal Port).

The following highlights the Supplier's Secure Gateway Universal Port components.



With Retail and Remote Office (RRO), the Supplier provides Customer with an end-to-end logical connection between Customer's corporate resources on the Supplier's Private IP network and Customer's remote sites connected to the Internet or the Supplier's IP network – via either a Universal Port or a Universal Port UBB..

The Supplier will provide the following standard features:

- Router Management: For RRO, the Supplier provides router management that includes configuration, set-up, administration, monitoring, support, and reporting (if applicable) for the RRO devices selected by the Customer (each, a Managed Device) upon installation of such devices
- RRO Site CPE Monitoring: The Supplier provides monitoring, alarm response, and email notification of the RRO CPE on a 24 x 7 x 365 basis.
- Reporting: With RRO, the Customer may also select WAN Analysis Reporting.
- Alternative Internet Service Provider: Customer may use RRO with Internet service from an alternative service provider (ASP) that offers appropriate Ethernet interface, speed, protocol, and remote access capabilities. Where Customer chooses Internet service provided via an ASP, Customer is responsible for the installation and maintenance of all Customer-provided connections.

WAN Analysis Reporting is a web-based reporting tool that provides customers with a consolidated view of their Supplier-provided network infrastructure for network bandwidth of 1Mbps to 10GB circuits.

The following optional service features are included and configured if desired:

- Managed Device Feature – WAN Backup Service: For RRO routers, the Supplier will configure a Managed Device to support backup access (over separately-provided Supplier or Third Party Internet service) in the event the primary circuit fails.

- **Backup Service Configuration Option:** With the Backup Service Configuration Option, the Supplier will configure RRO at implementation to be used as a primary service for Customer remote locations to connect to the Supplier's Private IP Service, or as a backup service to connect to its Supplier-provided Private IP network and Managed Devices under the Supplier's Managed WAN Service.
- **Quality of Service Support:** With Quality of Service (QoS) support on the RRO CPE routers, the Supplier will route Customer traffic based on the priority assigned by the Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or "Diff-Serv" model.

If the Customer does not set different classes, the Supplier will route all Customer traffic using the BE class as the default priority designation.

### 3.6 Site-to-Site Secure Access (VPN)

In the near-term, the existing Customer solution, ERCS, utilizing DMVPN technology, will continue to be used for Site-to-Site Access VPN. The Supplier's Transition activities will include:

- **WITO:** During the WITO phase, the Supplier will continue to provide existing Customer VPN management leveraging DMVPN technology (i.e., ERCS). Configuration maintenance for this service will be performed as part of the regular Managed WAN MACD process described previously.
- **MTO:** Once the Supplier's NOC is established, the Supplier will begin the process of migrating the Customer's Services to the Supplier's Hosted management and monitoring tools. It is anticipated that the Supplier would continue to provide ERCS, the existing DMVPN solution, leveraging Supplier-provided site CPE.

Over time, this approach may not be supportable (due to dependence on OEM product support) and the Supplier understands any shift away from this approach will require design review and approval by the Customer and its designated Service Tower suppliers.

## 4.0 Local Area Network Services

The Supplier will provide Managed Network Services (MNS) to provide the Customer Local Area Network. Common attributes of the Supplier's MNS are described in Section 2.5.

The Supplier leverages established Supplier NOC facilities described previously along with the resources encompassed within the Supplier's MNS organization to deliver a full suite of IT management services including Managed LAN, Managed WAN and Managed Wireless LAN.

### 4.1 Commonwealth Data Center LAN Services

The Commonwealth's central data center's LAN is out of scope. Supplier is responsible for agency data center LANs, including load balancing services.

## 4.2 Commonwealth Customer LAN Services

### 4.2.1 Customer Managed LAN Services

The Supplier will provide Managed LAN service to the Customer.

The Supplier will provide management of the Customer’s LAN devices leveraging the assets, facilities and capabilities described in section 2.5.

In addition to the standard support described in Section 2.5, the Supplier’s Managed LAN service includes the following features:

**Network Discovery:** Provided as part of the service, Supplier will electronically collect information on CPE connected to the Customer’s managed network.

**Port Monitoring:** With Port Monitoring, the Supplier will monitor up to the maximum number of ports shown below per LAN Switch size. For the Supplier to monitor them, ports must interface directly to another Customer internal network device which is available to the Supplier on a continuous basis.

The Supplier will not monitor ports connected to end user devices (which may be off for a wide range of reasons unrelated to their performance).

| Port Monitoring                   |       |        |       |
|-----------------------------------|-------|--------|-------|
| Switch Size                       | Small | Medium | Large |
| Maximum Number of Ports Monitored | 2     | 6      | 12    |

- **Routing Support:** With Routing Support (included at Full Management level), the Supplier will manage the configuration of routing protocols for those LAN Switches that support it.
- **Network Analysis Service:** The Supplier will provide monthly network analysis reporting, including interactive monthly calls to review that reporting, starting 60-90 days after installation.
- **Network Engineering Service:** With Network Engineering, the Supplier provides engineering planning, design and change-management support services.
- **Managed Take Over:** As part of the Supplier’s MTO (Managed Take Over), the Supplier will analyze the Customer’s current network and CPE assets against the Supplier’s baseline requirements.

The following points highlight the key baseline criteria used to evaluate the CPE that will be brought under management as part of the Managed Takeover process:

- The network devices should be running standard IP feature sets
- LAN switches must be listed on the Supplier’s Managed Network Services Certified Device List.
- Confirmation that the devices will continue to be supported by the manufacturer. Devices identified as EOL (at any time during the contract) will be replaced by the Supplier within the CPE Use service.



- Confirmation of currency of the switch operating system.
- Validation that maintenance contracts are in place for the customer-premises equipment. Devices without maintenance contracts will be replaced by the Supplier, or provided a new maintenance contract.
- Confirmation that the LAN switch is currently configured, deployed, and operational within the Customer’s network.

Any devices that do not meet these requirements will be replaced by the Supplier prior to the Supplier’s MTO. This will be done by leveraging Supplier’s CPE Use Service described in Section 2.7.3.

**4.2.2 Customer Wireless LAN Services**

The Supplier will provide Managed Wireless LAN service to meet the Customer’s requirements.

The Supplier will provide management of all Wireless LAN devices leveraging the assets, facilities, and capabilities described in sections 2.5.

The Supplier’s Managed Wireless LAN service broadens and extends the Supplier’s Managed Network Solutions (MNS) capabilities beyond the traditional wired network infrastructure to include Wi-Fi access.

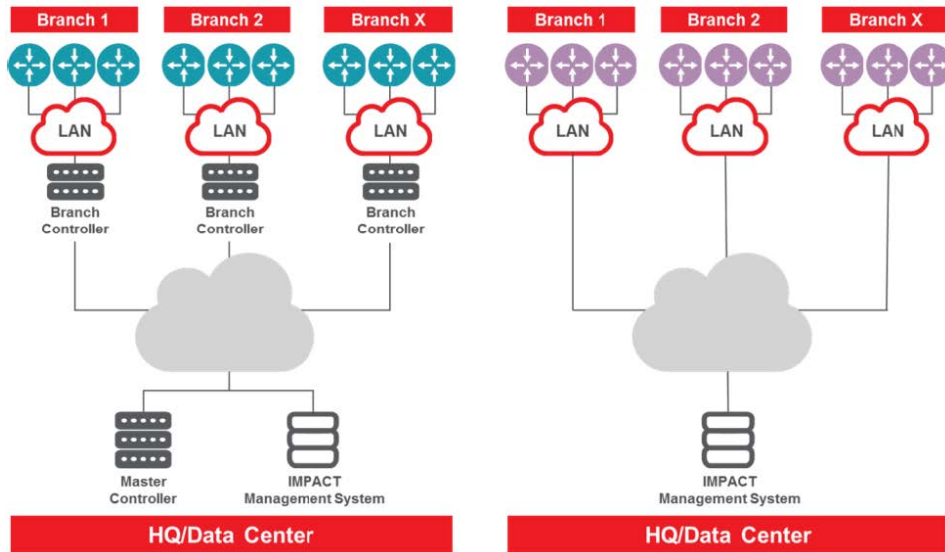
The Customer can monitor their managed network through near real-time reporting capabilities providing information on usage, coverage, security, performance, and capacity.

Additionally, as with the other Supplier Managed Network Services, a portal is available to the Customer as a standard feature enabling near real-time tracking of the managed service implementation process, project status, inventory tracking, contacts, change management requests, and trouble tickets.

To enable the flow of data traffic to support Customer’s business applications (e.g., email), tunnels will be set up between an access point and an associated Controller:

| Access Point                     | Device or Infrastructure        | Enables Flow of Traffic to:      |
|----------------------------------|---------------------------------|----------------------------------|
| Aruba Instant Access Point (IAP) | Virtual Wireless LAN Controller | Customer's wireless applications |
| Lightweight Access Point (LAP)   | Wireless LAN Controller         | Customer's wireless applications |

The following illustrates the Supplier’s Wireless LAN Service Architecture.



The following elements are standard for Supplier’s Managed Wireless LAN service.

- Layer 3
- VLAN configuration
- SSID configuration
- WEP, WPA, WPA2, TKIP, AES, 802.11i fully supported
- Non-aggressive load balancing requirements

### 802.1x Authentication

Authentication Options:

- Customer provided authentication instance, e.g. Windows ADS/RADIUS implementation
- Integrated authentication database in the controller
- IDN support: The network can detect common attack signatures and react accordingly.

In addition to the common service support described for all MNS services in Section 2.5, Wireless LAN Full Management includes the following features:

- Design Services. For all new sites, the Supplier will create a Customer design document (CDD) based on a written statement of requirements (SOR). This document will specify any additional CPE Use orders needed to support the design. The Supplier will activate, monitor, and manage the Managed CPE as designed in the CDD.
- Managed WLAN Reporting. This feature provides Customer with comprehensive daily and ad hoc reporting to quickly assess the health and performance of Managed WLAN, and may include – depending

upon the type of reporting received (see below) – any of the following: daily uptime reports, daily managed device summary reports, daily inventory reports, daily new rogue reports, configuration audit reports, and wireless net usage reports.

The Supplier's Managed Wireless LAN Service also offers the following Optional Service Features

- **Splash Page Design Support.** The Supplier provides splash page design in basic or customized forms. Both include a requirement for guests to consent to an end user license agreement (EULA) to be provided to Customer upon its request for Splash Page Design Support.
  - **Basic.** Basic splash page design support provides up to two hours of minor customization of a one-page, pre-defined, guest access splash page. Basic splash page design support consists of adding Customer's logo to the splash page and styling the page with Customer's corporate color scheme and font. Only styling changes will be made. No structural or layout changes will be made to any pre-defined template as part of this Basic option.
  - **Customized.** Customized splash page design support provides up to eight hours of professional services to fully customize a one-page guest access splash page pursuant to a separate professional services Service Attachment and SOW. Customer's typography, graphics, images, and links may be utilized if provided in HTML or CSS.
- **Discretionary Wireless Assessment.** Implementation of new Wireless LAN access points assumes the Customer will determine the location of the equipment required to serve the desired area of coverage. It also assumes the building owner or Customer will provide inside wiring (Cat5 or better) to the Access Point installation location. Optionally, the Customer may request a wireless site assessment, as specified under Exhibit 4.1 – Rate Card – Site Surveys (wired and wireless) or provide a completed wireless assessment from a third party agreed to by the Supplier.

The wireless site assessment determines the wireless requirements, suitable locations for the Managed CPE, and identifies possible interference based on the results of a radio frequency (RF) analysis.

### 4.2.3 Wireless Hotspot Services

Guest Access - The Supplier's Managed Wireless LAN service provides Guest Access capabilities. The Supplier's Guest Access service includes the following functionality:

- The use of free form for authentication
- User- or usage-based information for guest access
- Customer engagement tools including targeted messages
- Content filtering support.

Note: The Supplier's Guest Access service on Cisco IOS-XE devices is not supported at this time.

## Architecture Support

The Supplier's Managed Wireless LAN service supports the "Lightweight Architecture", also known as centralized or controller-based wireless architecture, and the "Aruba Instant Architecture".

### Lightweight Architecture

With a Lightweight Architecture, the "traditional" function of an autonomous Access Point ("AP") is divided and shared between a "Lightweight" AP and a Wireless LAN Controller. APs, which form part of a centralized WLAN architecture, have limited functionality with most of the wireless intelligence residing at a central controlling device – the Wireless LAN controller.

In controller-based wireless deployments, all wireless endpoint access to network resources goes through the controller. The Wireless LAN Controller is the control point for the following:

- Forwards RADIUS packets to configured RADIUS server(s)
- DHCP
- DNS
- Controller acts as security gateway for clients
- Manages all access points on the network
- No need to re-subnet the network for deployment

### Aruba Instant Architecture

With the Aruba Instant Architecture, the Wireless LAN Controller functionality has been virtualized and has been embedded in the Aruba Instant access points.

The embedded virtual controller functionality, which will be active on a single Aruba Instant AP at any given time, handles the functions of the Managed Wireless LAN Service within the Aruba Instant APs of the same IP network and broadcast domain, including but not limited to security policies, intrusion prevention, radio frequency management, and quality of service.

Tunnels are set up between the virtual controller and the Aruba Instant APs for management and data traffic to support Customer wireless applications.

### Rogue Access Point vs. Interfering Access Point

A rogue AP is one that is unauthorized and plugged into the wired side of the Customer's network. Rogue APs present a significant security risk because they bypass wireless security measures and potentially open the internal network up to the outside world.

An interfering AP is one whose 802.11 signal is detected, but the traffic that passes through it is not detected on the wired side of the Customer's network. Interfering APs are normally found in multi-tenant environments. They are not a security threat but are undesirable because they cause Radio Frequency ("RF") interference. These APs are classified and monitored for debugging the Customer's RF environment.

When an unknown AP is detected on the air, and it is determined that it is connected to the wired side of the Customer's network, it is classified as a rogue. The Supplier creates a ticket when a rogue is seen on both the RF and the LAN. This ticket is for notification purposes.

Actual mitigation of the rogue would need to be handled by the Customer or its Designee, including Supplier, in accordance with the SMM. The Aruba AirWave Management Platform is able to detect suspicious devices, which possibly are rogue access points, which are detected by the access points that are managed by the Supplier and entered in AirWave Management Platform.

Managed Wireless Controller Management Feature. With Wireless LAN Controller Management (available at Full Management level and supported on specific models of LAN Switches), the Supplier manages compatible Wi-Fi access points in the Customer Network using the Wireless LAN Controller capability on the LAN switch.

## **5.0 Voice Services**

### **5.1 Legacy Voice Services**

The Supplier will provide Voice Services for designated sites and customers including provisioning and support of all voice systems, circuits, and trunking.

The Supplier will continue the existing 'best effort' support model to maintain legacy equipment where calls for support will be handled by the Supplier, or a Supplier sub-contractor, who will, in turn provide over the phone and on-site support. Any necessary site work will be billed on a time and materials basis after approval from the Customer.

#### **Legacy PSTN Services**

The Supplier will continue to support existing ILEC and CLEC Voice Services for all sites throughout the Commonwealth. Provisioning and management of ILEC and CLEC services is included in the existing pricing.

#### **Key System/PBX Support**

The Supplier will provide provisioning and support of the Customer's voice systems through a partnership with a local Subcontractor who will support break/fix activity related to existing Key Systems and PBX's.

Once the Supplier is notified of a problem, the Supplier will contact the site to initiate the process of determining the problem and proposing a resolution. The options for resolution will then be presented to the Customer for approval if additional costs will be incurred.

#### **Key Systems/PBX End of Life**

In order to support the Customer's objective to transition Legacy voice users to IP Voice technologies, the Supplier will present the Customer users with a variety of IP technology options to replace any end of support legacy voice assets (Key Systems, PBX's).

## 5.2 IP Voice Services

### Transition to IP Voice Service

The Supplier will meet the requirements for IP Voice Services with a combination of services including the following applications:

- UCCaaS – The Supplier’s hosted Unified Communications service including support for voice services as well as a full suite of collaboration tools. UCCaaS is delivered from FedRamp certified data centers and provides encryption and a wide range of security standards compliance.
- VCE – The Supplier’s hosted Unified Communications service including voice services as well as a full suite of collaboration tools.
- VoIP Trunk Service Optimization (TSO) – The Supplier’s established service that supports Customer WAN connectivity to the PSTN for voice calling. This service is used in conjunction with both UCCaaS and VCE services.
- Hosted IP Centrex (HIPC) – Supplier will support existing HIPC Users under the VCE Resource Unit until migration to a successor Service.

Note: Supplier’s services named above are also integrated with and utilize Supplier’s CPE as a Service offering which is described in detail in Section 2.7.3.

### Support for Customer locations outside Supplier’s ILEC footprint

In the event a site cannot be served by Suppliers VoIP TSO IP Trunking service, the Supplier through an agreement with the local service provider, will coordinate local service and provision local gateways with PRIs or analog trunks which will be used to provide PSTN connectivity. Supplier will make every effort to have sites that are not currently covered by Suppliers VoIP IP Trunking service added in the future. This capability will be utilized, primarily, to serve the following two scenarios:

- **VoIP Site backup trunking** - Sites that utilize VoIP trunk services for connectivity between a Customer site and the PSTN will primarily rely on the Supplier’s VoIP service to provide connectivity to the PSTN as well as other VoIP users. Transport for this will be the Supplier’s MPLS network and will include not only connectivity to other PSTN users, but also provide delivery of 911 calls to the appropriate Public Safety Answering Point (PSAP) in a manner that conforms to established practices and Commonwealth regulatory requirements.

For sites that require enhanced resiliency, the Supplier will for those sites offer local backup trunks that will provide users a secondary means of making outbound calls to local PSTN users and 911 services. This will require the use of an on premises gateway installed in or with the Customer Premises edge router. The gateway will provide IP connectivity to LAN users on one side and connect to a TDM (Time Division Multiplexing) interface on the other. The TDM interface will be either Analog Trunks or ISDN PRI circuits depending on the desired grade of service required for users in an outage scenario. The Supplier will support the delivery and ongoing management of TDM services at all sites throughout the

commonwealth. For sites that are outside the Suppliers PSTN footprint, the Supplier will acquire and deliver those services utilizing established agreements with the Local Service Provider in those areas.

In the event the site is isolated from the Supplier's VoIP service platform call control resources, end user calls will automatically be directed toward the local LEC service for call delivery. Since the service is designed for emergency use only, out-bound calls will be restricted to 911 and the local calling area.

- **Provide Local numbers in all areas** - Most VoIP sites will include the provision of Local numbers meaning callers to the site, in the local calling area, will not incur any long distance charges to reach the Customer site VoIP users. This applies to all sites that are within the Supplier's established LEC footprint. For sites outside the Supplier's LEC footprint, the Supplier will offer numbers from a calling area that is under the control of the Supplier in a different local calling area. This will be accomplished without the need for local LEC services or Customer premises gateway resources being employed. Some Customer sites will, however, require local numbers be provisioned. For those sites, a Customer premises gateway along with local LEC voice services will be offered as a managed solution by the Supplier. It should be noted that outbound calls from these sites will display a call-back number provided by the Supplier's VoIP service and not those of the Local Service provider.

### Service Delivery Choices

The Supplier's established services for IP Voice, Collaboration, and Contact Center services have overlapping functionality. This results in the potential for functional requirements being met by more than one solution. This also results in a need for the Customer to, for some items, choose between competing solutions. To that end the following is provided to help clarify the advantages of one solution over the other.

### Virtual Contact Center vs VCE Call Center Features

Virtual Contact Center and the VCE Call Center service are both feature rich, hosted inbound Contact Center offerings. Each offers flexible inbound routing, reporting, and the ability to react quickly to changing business environments.

#### VCC

- 100 users or greater or complex requirements such as CRM, advanced speech, and database interconnection
- Highly customizable solution for workforce management, call recording, or application integration
- IVR, ACD, Web Chat, browser based interface
- Device agnostic – any 10 digit number can be used for call termination.

#### VCE Call Center

- 100 users or less, a good fit for small call centers with basic call center requirements
- Designed for use with VCE inbound/outbound calling capabilities
- Easy to implement and able to stand up call center in days

- Flexible configuration for Call Center and/or Call Queuing

VCE and UCCaaS are both Supplier hosted IP Voice offerings. Each is feature rich and offers traditional voice functionality in addition to collaboration tools (Instant Messaging, Presence, UM, Whiteboard, Screen Sharing and Conferencing).

#### **VCE**

- Stand up new sites within 25 business days, less if no porting needed
- Polycom phones – Existing equipment can be leveraged
- Administrative ease via publically accessible portal and dashboard as well as end user access to self admin features
- Unlimited local and LD calling

#### **UCCaaS**

- 500 users or greater or require complex integration/encryption requirements
- Custom dial plan/configuration
- Professional Services engagement with High Level Design (HLD), Low Level Design (LLD), and implementation
- Third party Application integration and assistance
- Media encryption

The end goal of IP Voice Services is to move all VITA customers to one of two platforms:

- UCCaaS
- VCE

Moving to one of these platforms will eliminate one-off and disparate phone systems across VITA customers and enable a consistent level of service.

#### **5.2.1 UCCaaS**

The Supplier's UCCaaS is a secure and scalable cloud solution based on Cisco's HCS-G platform that provides a suite of collaboration services including voice, video, instant messaging, presence and conferencing from a cloud hosted platform.

UCCaaS has achieved Authorization to Operate (ATO) for Federal Risk and Authorization Management Program (FedRAMP), which ensures security and data protection. Standardized FedRAMP processes help U.S. government agencies meet Federal Information Security Management Act (FISMA) requirements for cloud systems.



End-to-end encryption of all data traffic and all data at rest is FIPS 140-2 compliant. In addition, the Supplier's service undergoes continuous scanning against a database of current global security vulnerabilities.

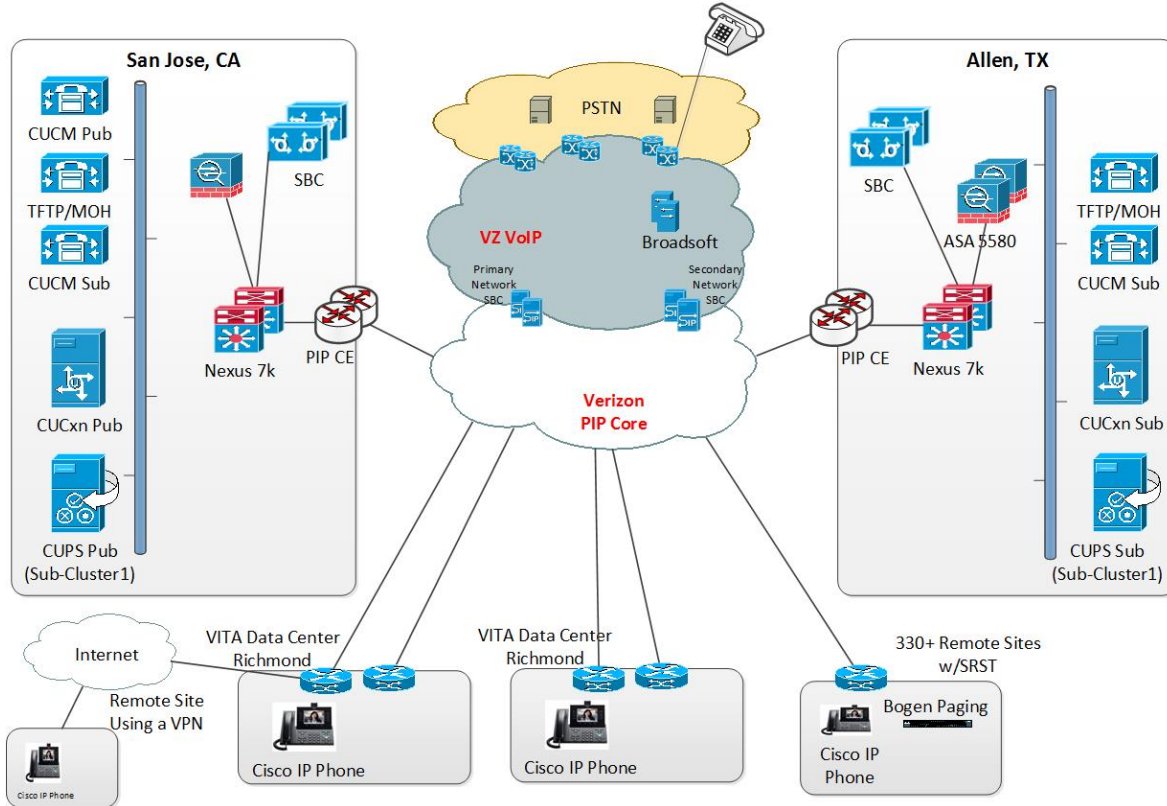
The Supplier's service is a geo-redundant service offering housed in two secure data centers in California and Texas and maintained by a US based staff. All applications within the service are geo-redundant across the platform and offer n+1 redundancy within each data center.

UCCaaS security is based upon the following tenants:

- Secure Data Transfer
  - UCCaaS does not use the internet
  - Private IP Network (PIP) (individual customer VRF's)
  - Encryption of voice media (FIPS 140-2 compliant)
  - VLANs are utilized at Layer 2 within in the data centers
  - Each customer has their own VLAN
- Secure Data Storage
  - Data storage is segmented by customer
  - Data at rest is encrypted
- Access to Services
  - Customer specific ACLs
  - Firewalls
  - Customer specific password policies
- Service Availability
  - Geo-redundancy
  - Firewalls and ACLs

UCCaaS network topology is illustrated below:

## High-Level Network Topology



The Supplier's UCCaaS service includes certain designated user packages. Each package is allocated a number of allowed endpoints. "Endpoints" are defined as physical devices, mobile clients, PC-based soft clients, or integration with third party client software.

### UCCaaS Package Descriptions

- **Communicator:** Used for Common area phones, break room phones, etc. where basic voice calling is the primary objective.
- **Advanced Communicator:** All features in the Advanced Communicator package have access to the Jabber application, IM/P, video capabilities, Expressway MRA for mobility, iOS and Android calling and up to ten endpoints. This package provides many features for a low price point, especially for a mobile phone or PC Jabber client user.
- **Collaborator:** All services in Advanced Communicator as well as WebEx for up to 8 internal participants.
- **Advanced Collaborator:** All services in Advanced Communicator as well as WebEx for up to 200 internal and external participants.

All packages exclude B2B video calling, and all end points (hard phone or client) must support FIPS 140-2 encryption. The following summarizes the Supplier UCCaaS Package Capabilities:

| Capability              | Communicator                   | Advanced Communicator  | Collaborator   | Advanced Collaborator  |
|-------------------------|--------------------------------|--|--|--|
| Voice Call Control      | X                              | X  | X  | X  |
| Voice Messaging         | X                              | X  | X  | X  |
| IM/P                    |                                | X  | X  | X  |
| Video Call Control      |                                | X  | X  | X  |
| Mobility                |                                | X  | X  | X  |
| Emergency Call Handling | X                              | X  | X  | X  |
| Conferencing            |                                |  | X (up to 8 internal participants)  | X (up to 200 external participants)                                      |
| # supported endpoints   | 1                              | 10   | 10   | 10   |
| Supported devices       | FIPS 140-2 compliant IP Phones | FIPS 140-2 compliant IP Phones and Jabber client (PC and mobile devices) | FIPS 140-2 compliant IP Phones and Jabber client (PC and mobile devices) | FIPS 140-2 compliant IP Phones and Jabber client (PC and mobile devices) |

All packages include Emergency Call Handling using the native Cisco Unified Communications Manager (CUCM) emergency call routing feature. The Emergency Call Handler feature manages emergency calls in the telephony network while following local ordinances and regulations.

All packages Advanced Communicator and above include Expressway Mobile Remote Access (MRA) for mobility. Expressway MRA enables secure, VPN-less access to mobile Jabber. Expressway development is supported via the ICB Integration feature and the Customer must identify the percentage of users who will be utilizing Expressway.

Based on the individuality of every Expressway deployment, the Supplier will provide a one-time installation charge to the Customer’s for Expressway after the discovery phase is complete. Expressway is not a requirement for the solution unless remote, VPNless connectivity is desired.

Access to the Supplier UCCaaS offering is provided over Private IP (PIP). The Customer will need at least one Supplier PIP connection to access the Supplier’s UCCaaS platform. The Customer may use internet and third party networks within its own WAN architecture to access the PIP connection to UCCaaS .

### **UCCaaS Customer Data Separation**

The Supplier's UCCaaS supports separate application deployments for each customer. VITA can elect to have all users created within the same UCCaaS instance (currently priced into the solution) or individual UCCaaS instances can be created for groups of 300 or more.

As an alternative, the Supplier can isolate traffic between agencies with separate Private IP circuits for each Customer agency. This will ensure agency traffic is not mixed on a single Private IP circuit.

### **UCCaaS Standard and Custom Installation**

The Supplier's UCCaaS service includes:

- Software/Features as defined in the Package definitions
- Standard implementation
- Infrastructure support within the data center for all data center elements
- Maintenance on all data center elements
- Right to new software upgrades when Supplier makes available
- 24/7 Fault Management including restoration and patch management
- Configuration or change management
- Security Administration
- Performance Reporting
- Utilization Reporting
- Self-administration MACD capabilities
- Supplier-provided administrative MACDs

### **Optional Design Support**

The Supplier supports new custom defined requirements as a Solution Service engagement which includes detailed requirements gathering and documentation along with a fully developed Statement of Work and associated quote.

Examples of custom integrations include: integration with on-premises paging equipment, integrations with external applications such as SFDC, G-Suite, inter-cluster trunks to other CUCM systems, connectivity with on-premises PBX or key systems, Expressway functionality.

During the WITO phase, all existing integrations will be supported.

Supplier also supports custom design of survivability options for Voice and Collaboration users. These options include the deployment of gateways, audio servers, SRST licenses, backup connectivity and network resiliency

options (dual MPLS circuits, route diversity, etc.). Existing SRST Services will be duplicated in the Supplier UCCaaS environment.

### **Administration and Day to Day Management**

The Supplier UCCaaS customer administrators are given restricted admin access to the Cisco Unified Communications Manager, Cisco Unity and Cisco CUPS to perform moves, adds, and changes via web access. Additionally, UCCaaS offers these day to day management features:

- Service Desk
  - This will include end-user help desk requested changes (via a portal)
  - MACD support as requested by the designated administrator (via a portal)
  - Reactive incident management reporting
- Incident Management – 24x7x365; including fault management in a virtual environment
- Problem Management - Patch management in response to a problem, as well as proactive patch management for highest severity Cisco-approved and recommended patches
- Change Management - MACD support provides robust change management for routine and system-wide changes as required by customer.
- Release Management - Support for new platform releases as available and relevant to customer requirements.

### **Application Support**

The Supplier's UCCaaS service delivers the following core applications:

Unified Communications Manager - Voice and video call handling, mobility

- Unity Connection – Voicemail, Unified Messaging, Auto Attendants, Menu Trees
- Unified Communications Manager IM and Presence
- Emergency Call Handling – 911 and E911 support
- Expressway – VPNless connectivity
- WebEx – Meeting and video collaboration

### **UCCaaS PSTN Connectivity and Emergency Call Handling**

In order to support connectivity to the PSTN, the Supplier's VoIP TSO IP Trunking service will be leveraged.

The Supplier's VoIP TSO IP Trunking service provides access to the PSTN, Direct Inward Dial service, bundled local and long distance packages and multiple redundancy and survivability options and is described in greater detail in Section 5.2.3 of this document.

The Supplier will provide the amount of trunk capacity (IP Trunking concurrent calls) required to meet the end user needs at an enterprise level. This will be offered with the flexibility to share across locations and adjust resources up or down seasonally or by business need.

To provide failover between sites, the Enterprise Trunk Routing (ETR) Premium feature will be required. Where the Supplier's VOIP TSO IP Trunking is not available, an on-premises gateway(s) will be provided for analog or PRI connectivity.

Supplier will make every effort to have sites that are not currently covered by Suppliers VoIP IP Trunking service added in the future.

The Supplier's UCCaaS service supports direct (911) and indirect (9 911) dialing of emergency services. Customers that require accurate emergency call location identification can use the Cisco Unified Communications Manager Native Emergency Call Routing feature.

The Native Emergency Call Routing feature allows an administrator to define Emergency Location Identification Numbers (ELINs) at the device pool level or device level so that a device's location can be determined and identified at the public safety answering point (PSAP).

Cisco Unified CM Native Emergency Call Routing provides the following functionality:

- Emergency Location Identification Number (ELIN) association based on a static device assignment or device pool assignment
- Dynamic association of the ELIN to the calling phone for callback purposes
- For mobile devices, Device Mobility Groups used to track mobile devices with Native Emergency Call Routing
- Automatic replacement of the calling party number with the appropriate ELIN
- Routing emergency calls to the appropriate gateway for emergency call completion

In addition to the emergency call routing capabilities of the Supplier's UCCaaS service, the Supplier's VoIP IP Trunking service also provides support for ELINs at a DID level.

VOIP TSO IP Trunking service customers have the ability to assign building, room and floor information in addition to the address of a DID. Supplier's VoIP service is described in greater detail in Section 5.2.3.

The following highlights the Supplier's UCCaaS supported features and functionality.

| Capability/Feature                            | UCCaaS |
|---|--------|
| <b>Call Scenarios</b>                         |        |
| Voice Calling to on-net users                 | X      |
| Voice Calling to off-net (PSTN)               | X      |
| Voice Calling to other Customer WAN endpoints | X      |

| Capability/Feature   | UCCaaS |
|--|--------|
| Free local calling   | X      |
| Free calling to other Supplier VoIP customers  | X      |
| <b>Compression Codecs</b>  |        |
| G.722 and Internet Low Bitrate Codec<br>G.711 mu-law<br>G.711 a-law<br>G.729   | X      |
| <b>Features</b>  |        |
| Direct Outward Dial (DOD)  | X      |
| Direct-Inward-Dial (DID)   | X      |
| International Dialing  | X      |
| Call Preservation for Active Calls   | X      |
| Barge  | X      |
| Call Forward<br>Call Forward All (CFA)<br>Call Forward Busy (CFB)<br>Call Forward No Answer (CFNA)<br>Call Forward All (CFA) |        |
| Call Hold/Resume   | X      |
| Call Park  | X      |
| Call Pickup  | X      |
| Group Call Pickup  | X      |
| Call Transfer  | X      |
| Client Matter Codes (CMC) - Manage call access using authorization account codes.  | X      |
| Forced Authentication Codes  | X      |
| Do Not Disturb   | X      |
| On-Hook Dialing  | X      |
| Off-Hook Dialing   | X      |
| Join Across Lines - Merge established calls on multiple lines to create a conference.  | X      |
| Fax/Modem over IP (Pass-through)   | X      |
| Speed Dial   | X      |
| Abbreviated Dial   | X      |

| Capability/Feature   | UCCaaS |
|--|--------|
| Auto Answer  | X      |
| Calling Line ID  | X      |
| Calling Name ID  | X      |
| Unassigned Directory Numbers   | X      |
| Directories  | X      |
| LDAP   | X      |
| Privacy  | X      |
| Extension Mobility   | X      |
| Toll Restriction   | X      |
| Multiple Line Appearances  | X      |
| Calls per Line - Option to terminate multiple calls on the same number | X      |
| Hunt Groups  | X      |
| Shared/Bridged Line Appearances  | X      |
| Ad Hoc Conferencing  | X      |
| HTTPS for Secure Web Access  | X      |
| Single Sign-On   | X      |
| GARM Compliance  | X      |
| Over the top connectivity (Internet or VPN connectivity)               | X      |
| Support for Analog Devices (paging equipment, fax machines)            | X      |
| Support for Local Survivability  | X      |
| Local Trunk Gateways (FXO, PRI)  | X      |
| HIPAA compliance   | X      |
| Fedramp Certified  | X      |
| Voice services Encryption  | X      |
| Mobile Client (IOS and Android)  | X      |
| Self Service Portal  | X      |
| Connectivity over PIP  | X      |
| Connectivity over Internet (with Site VPN)                             | X      |
| Connectivity over Internet (with personal VPN)                         | X      |
| Connectivity over Internet (without VPN)                               | X      |
| <b>Messaging Features</b>  |        |



| Capability/Feature   | UCCaaS |
|--|--------|
| Voice Messaging  | X      |
| Users can access new and saved voice messages using a touchtone or voice recognition conversation over phone.  | X      |
| Multiple Personal Greetings  | X      |
| Call handlers can be configured to perform an action after the greeting: take messages, play a recorded announcement, or transfer the call to users. | X      |
| Notifications of messages  | X      |
| Distribution List  | X      |
| Password and PIN Policy Options  | X      |
| Call Restriction Tables  | X      |
| Voice Message Aging Policies   | X      |
| Message Locator  | X      |
| Message Sensitivity  | X      |
| Secure Messages  | X      |
| Deliver the message at the future date or time that you specify.   | X      |
| Return Receipt   | X      |
| Live Recording - Option to record conversations while on a phone call. Recordings will be persisted in the user's mailbox store.                     | X      |
| Users who are listening to messages by phone can reply to a message by calling the sender.   | X      |
| System Broadcast Messages  | X      |
| IMAP Client Support - View voicemail messages from secure IMAP clients.  | X      |
| Message List on IP Phone   | X      |
| SAML-based Single Sign On (SSO) for access to partner and customer accessible administrative and self-care portals.                                  | X      |
| <b>IM and Presence Features</b>  |        |
| Enterprise-Grade Instant Messaging   | X      |
| Secure, rich-text, one-on-one chat and group chat capabilities.  | X      |
| Group Chat Escalation  | X      |
| Standard and Custom Presence Status  | X      |
| Do Not Disturb   | X      |
| Privacy Policy   | X      |

| Capability/Feature  | UCCaaS |
|---|--------|
| File Transfer   | X      |
| Predictive Search   | X      |
| Desktop Sharing   | X      |
| Make and receive audio/video calls using the Jabber client. (Mobile Remote Access phone-control is not supported.)  | X      |
| Visual Voice Message Access   | X      |
| Message Archiving   | X      |
| Source contacts from a Customer supplied Lightweight Directory Access Protocol (LDAP) server.   | X      |
| WebEx Integration   | X      |
| Multi-platform IM Client  | X      |
| Cisco Jabber is supported on Microsoft Windows, Mac OS X, Apple IOS, and Android platforms.   | X      |
| Partner and customer accessible administrative and self-care portals provide secure HTTPS access using TLS.   | X      |
| SAML-based Single Sign On (SSO) for access to partner and customer accessible administrative and self-care portals. Single sign-on allows users to only authenticate once and be able to access multiple UCCaaS portals without re-authentication.  | X      |
| Mobility Features   |        |
| Mobile Voice Access   | X      |
| Mobile Voice Message Access   | X      |
| Instant Messaging and Presence  | X      |
| Single Number Reach (SNR)   | X      |
| Voice over Wi-Fi  | X      |
| Call Preservation - SNR calls are anchored so that the call is preserved for a certain amount of time to allow it to be resumed from an IP desk endpoint in the event the Jabber client hangs-up or exits.  | X      |
| <b>Emergency Call handling Features</b>   |        |
| <p>Identification of Caller Location to PSAPs - Associate an ELIN to an endpoint. ELIN to location mapping is statically defined and used to update Automatic Location Information (ALI) database.</p> <p>When an endpoint makes an emergency call, the PSAP can determine the location based on ELIN set in the call signaling.</p> <p>The customer can update the ELIN mappings to addresses via the Supplier Enterprise Console (VEC) portal or can place a MACD order to have Supplier update the ELIN mappings to addresses. After an ELIN update is performed, Supplier will update the ALI</p> | X      |

| Capability/Feature  | UCCaaS |
|---|--------|
| database.   |        |
| Emergency Call-Back to ELINs - The ELIN to endpoint association is maintained for specific duration; during which PSAP can callback the endpoint made the emergency call.   | X      |
| <b>Conferencing Features</b>  |        |
| WebEx Meeting Center 8 - Web conferencing solution that enables online meeting experiences by incorporating audio (VoIP only), and real-time content sharing. Supports eight internal participants (no external participants).  | X      |
| WebEx Meeting Center 200 - Web conferencing solution that enables online meeting experiences by incorporating audio (VoIP, Toll Named Users, Toll Plus Named Users), and real-time content sharing.<br>Supports a maximum of 200 participants (both internal and external). | X      |
| Integrated VoIP   | X      |
| Toll Named Users  | X      |
| Toll Plus Named Users   | X      |
| Secure Communications   | X      |
| Screen Sharing  | X      |
| Share documents, applications, and desktops.  | X      |
| Speaker Indicator   | X      |
| Network Based Recording (NBR)   | X      |
| Network Based Recording Storage – up to 10 GB Storage for network based recordings.   | X      |
| Enterprise Policy Management  | X      |
| Desktop Client  | X      |
| Mobile Application (IOS and Android)  | X      |

**Platform Support**

The Supplier’s UCCaaS service provides 24x7x365 management of the UCCaaS applications and data center infrastructure.

The Supplier’s UCCaaS service employs a tiered support approach with the UCCaaS Service Desk providing initial troubleshooting and maintenance activities. Should an outage or trouble report require escalation, the Supplier’s UCCaaS Service desk will engage the Tier 2 support staff, and Tier 3 support personnel should they be required.

As a Supplier Hosted VOIP service, all elements within the Data Centers hosting the service will be managed and maintained as part of the service. This support includes:

- Infrastructure support within the Supplier data centers
- Maintenance on all data center elements
- Right to new software upgrades when Supplier makes available
- 24x7x365 Fault Management including restoration and patch management
- Configuration and change management of all hosted elements
- Security Administration
- Customer Empowerment
  - Performance Reporting
  - Utilization Reporting

The Supplier will provide the cloud base infrastructure required to support UCCaaS applications as part of the service. All Customer Premises Equipment needed for the Supplier's UCCaaS service will be provided through the Supplier's CPE Use service as described in Section 2.7.3 above.

#### **UCCaaS Device Support**

The Supplier's UCCaaS service provides Cisco Jabber for unified communications on Android and IOS devices, Windows PCs, and Apple MAC computers.

In addition to the Cisco Jabber soft client, the Supplier's UCCaaS service supports the following phone sets:

Cisco IP Phone 7800 Series including

- Cisco IP Conference Phone 7832
- Cisco IP Phone 7861
- Cisco IP Phone 7841
- Cisco IP Phone 7821
- Cisco IP Phone 7811

Cisco IP Phone 8800 Series\*

- Cisco IP Conference Phone 8832
- Cisco IP Phone 8865 Key Expansion Module
- Cisco IP Phone 8865
- Cisco IP Phone 8861
- Cisco IP Phone 8851

- Cisco IP Phone 8851/8861 Key Expansion Module
- Cisco IP Phone 8845
- Cisco IP Phone 8841
- Cisco IP Phone 8811
- Cisco IP Phone 8800 Key Expansion Module

\*NOTE: The 8821 and 8831 phones are not supported with UCCaaS

The following phones are not natively supported but can be supported with a software upgrade to the phones and a signed waiver outlining the phones are not supported natively: Cisco Unified IP Phone 7942, 7945, 7961G, 7962, 7965, 7975, 8941, 8945, 9951, and 9971

NOTE: Using the Customer's current CMDB inventory, the Supplier estimates that approximately 50% of existing phone sets will require replacement.

The following analog gateway devices are supported:

- Analog Telephone Adaptor (ATA) 187 and 190
- Analog Gateway VG202XM and VG204XM
- VG300 Series Gateways (voice gateways - VG310, VG320, VG350 software version 15.6(3) or later)

Cisco TelePresence IX5000 Series can be used with UCCaaS for video conferencing.

UCCaaS also requires Cisco 4000 series gateways with the following requirements:

- Cisco 4000 series router is required for the MTPs (Media Termination Point) necessary for 794x/796x telephone usage.
- SRST is only supported on Cisco 4000 series routers. During the discovery phase of the project, SRST routers not meeting the minimum requirements will be identified for replacement.
- Gateway support for the UCCaaS platform is limited to Cisco 4000 Series Integrated Services Routers (for Survivable Remote Site Telephony and Line Build-Out – software version 16.5 for later)

### **UCCaaS Training Methodology**

Supplier will provide one remote (WebEx) train-the-trainer class (not to exceed 120 minutes) for a maximum of 25 attendees per every ten installed sites for UCCaaS services. Customer will endeavor to provide a minimum of seven attendees for each training.

Customers may choose from the following training topics within the time allotted:

- Telephone Usage for up to two phone types
- Jabber Client for the PC

- Jabber Client for iOS and Android mobile devices
- End User Self Service Portal
- Voicemail Initialization and Voicemail Features, including the Telephone User Interface (TUI)

In addition, Supplier will provide up to 20 remote (WebEx) delivered classes (not to exceed 60 minutes each) provided during Implementation, or as reasonably required.

All classes delivered Monday-Friday, 8:00a-5:00p EDT (excluding U.S. holidays). Customers will provide a minimum of 25 participants and a maximum of 500 participants per class. Classes without at least 25 participants registered will be cancelled.

In addition, Supplier will provide up to two customized Train-the-Trainer recorded classes (60 minutes each) covering WebEx Basics and Advanced Tools, co-branded with Supplier/Customer logo for delivery to end users by the Customer.

Customers may choose from the following training topics within the time allotted for both end user and train the trainer training:

WebEx Meeting Center Basics - 60 minute class

- Meeting Room Options
- Audio Conference Options
- Login and Set Preferences
- Productivity Tools
- Hosting a Meeting

WebEx Meeting Center Advanced Tools – 60 minute class

- Participant Privileges and Meeting Options
- Advanced Meeting Tools
- Meeting Templates
- WebEx Reports
- Recording
- Schedule Online

In addition, Supplier will provide a reasonable number of remotely delivered WebEx administrative classes. All classes delivered Monday-Friday, 8:00a-5:00p EDT (excluding U.S. holidays). The following training topics will be covered:

#### **WebEx Administration**

- Show site settings and features/functionality
- Demonstrate how to individually add and delete user profiles
- Demonstrate how to perform mass uploads for add and deletes

Customer Prerequisite Training Items for UCCaaS and Webex services training:

- Training may be recorded at the Customer's discretion if the following conditions are met:
- Consent of all participants to be recorded is obtained.
- No sensitive personal information of participants – such as home address, personal email address, cell phone number, social security number – is permitted to be recorded.
- Recording may only be used by Customer for its internal UCCaaS training.

### **Transition/Deployment**

The Supplier will provide IP Voice Services with a three phase approach per Exhibit 2.4 implementation guidelines:

#### **Phase 1 (Discovery)**

Phase 1 will consist of a thorough review of the existing assets, staffing and operating procedures (including all documentation and manuals) with the other tower suppliers.

From this information the Supplier, with cooperation from Customers, will develop an implementation plan for phases 2 and 3, policy and procedure documentation and other relevant documentation pertaining to the management of the existing on-prem UCS solution. (Please see section 2.4 for additional details on the Discovery, WITO and MTO project strategies)

#### **Phase 2 (WITO)**

Phase 2 will begin a Walk-In, Take-Over (WITO) transition to establish control over the existing on-premises UCS solution. The existing platform will be maintained by Supplier personnel while the implementation plan and end user migration plans for phase 3 are finalized by the Supplier and the Customer.

#### **Phase 3 (MTO to UCCaaS )**

Once the existing on-premises UCS (Unified Computing System) platform is considered stable, and implementation and end user migration plans have been approved by the Customer, the Supplier will migrate all users to the Supplier UCCaaS service to meet the December 1st, 2019 deadline.

Critical aspects to Phase 3 include:

- Re-mapping of existing user profiles (Basic, Standard, and Enhanced) to new UCCaaS user profiles (Communicator, Advanced Communicator, Collaborator, and Advanced Collaborator). The supplier will work with the Customer to capture per user remapping information which is essential for accurate billing.

- The Supplier will build a new UCCaaS environment for the Customer. The Supplier will pull the user, partitions, calling search spaces, etc., information from the existing CUCM cluster to build a new UCCaaS environment that is a duplicate of the existing NG UCCaaS environment. This will provide a ‘like for like’ feature and functionality environment for current users.
- The Supplier will build a completely new VOIP TSO SIP Trunk environment. Existing phone numbers will be migrated to the new VOIP TSO SIP Trunk environment. The Supplier TSO SIP Trunk environment will provide PSTN connectivity and e911 support for all UCCaaS users.
- It is estimated that 50% of the existing telephones in use today will need to be replaced. Supplier will provide detailed recommendations on which models should be used to replace the existing inventory for each site. Supplier’s service will provide a compatible phone with installation.
- Firmware upgrade of any existing phones that will be reused. Using a “push” approach, the Supplier will use the existing NG CUCM servers and TFTP servers to push the required firmware for the Supplier’s UCCaaS platform to telephones requiring a firmware upgrade. Pushes will be performed outside of Normal Business Hours.
- Inter-cluster trunks between the two systems are required to ensure the existing dial plan is maintained. The Supplier UCCaaS engineers will program all inter-cluster trunks in the UCCaaS environment. The existing Supplier staff from the WITO phase will program the inter-cluster trunks in the Commonwealth Enterprise Solutions Center (CESC) CUCM environment.
- All existing SRST (Survivable Remote Site Telephony) routers/gateways and analog gateways will be replaced with compatible devices or reprogrammed by Supplier to work in the UCCaaS environment.
- For purposes of enabling voice encryption the Customer must provide nineteen (19) certificates. There are multiple servers and within each server there are multiple services that require this many certificates. Seventeen (17) certificates can be internally signed and two (2) must be signed by an external Certificate Authority. The Parties will cooperate during the Implementation to develop the appropriate process.

Supplier will prioritize migration of VITA’s secondary data center-based users onto the UCCaaS hosted platform.

In order to minimize risk, the Supplier recommends beginning the UCCaaS specific discovery process as soon as possible. This will involve gaining access to VITA data center resources electronically, so that the relevant configuration details can be captured and used to rebuild the service in the hosted UCCaaS environment. It is recommended this begin not less than 90 days prior to WITO commencement.

Once WITO starts, the Supplier can begin the process of preparing each site for migration. This includes providing a firmware upgrade or set replacement for any phone sets that will be used on the UCCaaS platform. The migrations will then begin in sync with the sites that have been prepped. The anticipated pace of this migration is approximately 5 sites per night (5 nights per week).

As each site is migrated, the Supplier will also migrate the associated numbers onto the Supplier’s TSO SIP Trunk platform. After all users have been migrated to Supplier’s UCCaaS platform, the existing UCS platform will be decommissioned.



## 5.2.2 Virtual Communications Express (VCE)

### VCE Capabilities

For a subset of users, the Supplier will meet the requirements for IP Voice Services with Supplier's Virtual Communications Express (VCE) service offering. VCE supports the following features:

- Simultaneous Ringing of multiple devices such as an office phone, mobile, or home office line;
- Voicemail messages via e-mail;
- Office Anywhere enabling calls to be flipped from an office line to mobile and allowing calls made from a mobile or home phone to show office caller ID;
- Enhanced Hunt Group;
- Call Queuing;
- Instant Meeting Audio Conferencing and inbound eFax (fax to e-mail);
- Android and iPhone Mobile App:
  - Allows users to have all the features of the desk phone when away and using the smartphone;
  - When placing calls from the smartphone, it appears as if in the office-the person being called sees the office phone number on their caller ID.
- Polycom IP phone platform;
- Optional Analog Telephone/Fax adaptors;
- PacketSmart Probe appliance included to allow troubleshooting voice issues;
- Customer installation or the Supplier onsite installation options offered;

Supplier (Advantage Specialized Install Support Team (ASIST) Group Member assignment; Supplier's ASIST team will contact all new customers/sites within 24-48 hours after activation to conduct a Wellness Check This dedicated support is available for the first 20 business days of service for each new Customer Site, to ensure customers are completely satisfied. Personalized assistance can include:

- ◆ Use of Admin and End-User Dashboards
- ◆ Use of phone equipment
- ◆ Configuring Auto Attendants, Hunt groups, and other features

### VCE Package Descriptions

The following descriptions reflect the Supplier-provided VCE packages:

#### Premier

- For Premier Users, the total number of simultaneous calls is limited only by the available internet or other compatible network bandwidth.
- Includes mobile and desktop clients with each user.
- Includes Instant Messaging & Presence.
- Best used for smaller sites and any sites with high call volumes.
- Premier Key System Packages require Premier Site Type.
- Customers can have both Premier Users and Premier Key Packages at a Premier site. Standard sites do not support Premier Key Packages.

### **Standard**

- The number of simultaneous calls is capped by the number of Trunks.
- Allows for oversubscription of users to call paths.
- Larger locations will find a better financial value from this site type.

### **Key System Feature**

Key system emulates a key system where all phones appear alike. There are 4 Premier Key packages: 2 line, 4 line, 8 line and 12 line, each of which support up to 35 Square Key compatible phones (Polycom VVX 300/310 and VVX 400/410). Each package includes a concurrent call for each line.

Each phone behaves the same and shares the same telephone number and lines. Inbound calls ring on every phone, if line 1 is busy, call rings on line 2. Any user can answer any line on any phone.

### **VCE Options**

VCE supports two types of Users; Standard and Premium

The standard site package for VCE includes:

- 1 Auto Attendant
- 1 Hunt Group
- Up to 6-way Conference Calls for all users
- Music on Hold Provisioning/Porting
- User/Admin Web Portals
- Unlimited Local/LD
- Inbound eFax for all users

| Features                     | Premier User | Standard User | Note                                   |
|------------------------------|--------------|---------------|--|
| <b>Baseline Seat MRC</b>     |              |               |  |
| Desktop/Mobile Clients       | Yes          | No            |  |
| IM and Presence              | Yes          | No            |  |
| Domestic Off-Net Calling     | Unlimited    | *1:10         | *Ratio of Concurrent Calls to Users    |
| International Calling        | No           | No            | Per minute usage charges apply         |
| <b>Optional MRC</b>          |              |               |  |
| Add'l Auto Attendant         | Yes          | Yes           |  |
| Add'l Hunt Group             | Yes          | Yes           |  |
| Call Queue Agent             | Yes          | Yes           |  |
| Instant Meeting Moderator    | Yes          | Yes           |  |
| Instant Meeting Bridge       | Yes          | Yes           |  |
| Stand Alone Voicemail        | Yes          | Yes           |  |
| Call Center Agent/Supervisor | No           | Yes           |  |
| Unified Communications Apps  | Yes          | Yes           |  |
| Call Recording               | Yes          | Yes           |  |
| Fax station only             | Yes          | Yes           |  |
| Key System Emulation         | Yes          | No            | 2, 4, 8 and 12 Line Packages available |

**Alternative VCE Packages**

- Fax Only Station - A reduced feature user type for fax machines or other analog devices. This user type is used as part of the Premier site type at a reduced monthly rate. For fax machines at a Standard site, use a Standard user.
- Voice Mail Only Station - Provides a stand-alone voice mailbox that is accessible by multiple users. For example, a company general mailbox.
- Additional Optional Service Features - Field Services (U.S. only). Each of the field services set forth below will require a separate Scope of Work.
- Readiness Assessment - If requested by the Customer, the Supplier will dispatch a field service technician (FST) to do a visual site assessment of the presence and serviceability of all required items. Standard Hours are 7:30 am – 5:00 pm, local time at the site. Field Services will be performed during Standard Hours.

A minimum of one (1) hour of time on-site will be billed for Site Survey. Additional time beyond 1 hour will be billed to the next largest 15-minute increment at the rate shown. Customer also will be charged the applicable PacketSmart LAN Assessment Charge

- Equipment Implementation - If requested by the Customer, the Supplier will dispatch a FST to install, power-up and verify the functionality of Supplier-provided and Customer-provided equipment. A base charge will be billed for Installation which includes installation of first device. Installation of additional devices beyond the first phone will be billed at the contract rate.

On-Site Tech Dispatch is the dispatch of a Supplier technician to Customers site at Customers request. A base charge will be billed for Installation which includes one hour of time on-site.

Additional time beyond 1 hour will be billed to the next largest 15-minute increment per contract rates. If additional materials are required to complete the requested work, the FST will provide Customer with an estimate of such charges while on-site.

### VCE Supported Features

The following lists the VCE supported features:

| Features                                       | Standard User | Premier User |
|--|---------------|--------------|
| Alternate Numbers                              | ✓             | ✓            |
| Anonymous Call Rejection                       | ✓             | ✓            |
| Authentication                                 | ✓             | ✓            |
| Office Anywhere*                               | ✓             | ✓            |
| Busy Lamp Field                                | ✓             | ✓            |
| Call Forwarding Always                         | ✓             | ✓            |
| Call Forwarding Busy                           | ✓             | ✓            |
| Call Forwarding No Answer                      | ✓             | ✓            |
| Call Forwarding Not Reachable                  | ✓             | ✓            |
| Call Forwarding Selective                      | ✓             | ✓            |
| Call Hold & Resume                             | ✓             | ✓            |
| Call Notify                                    | ✓             | ✓            |
| Call Return                                    | ✓             | ✓            |
| Call Transfer                                  | ✓             | ✓            |
| Call Waiting                                   | ✓             | ✓            |
| Calling Name Retrieval                         | ✓             | ✓            |
| Do Not Disturb                                 | ✓             | ✓            |
| Extension Dialing                              | ✓             | ✓            |
| External Calling Line ID Delivery              | ✓             | ✓            |
| Internal Calling Line ID Delivery              | ✓             | ✓            |
| Last Number Redial                             | ✓             | ✓            |
| One Telephone Number (Inbound DID) Provisioned | ✓             | ✓            |
| Outbound Caller ID Blocking                    | ✓             | ✓            |
| Selective Call Rejection                       | ✓             | ✓            |

| Features                                       | Standard User | Premier User |
|--|---------------|--------------|
| Shared Call Appearance                         | ✓             | ✓            |
| Simultaneous Ring                              | ✓             | ✓            |
| Three-Way Call                                 | ✓             | ✓            |
| Voice Mail with Unified Messaging              | ✓             | ✓            |
| Click to call from GMail                       | ✓             | ✓            |
| Click to call from Google Calendar             | ✓             | ✓            |
| Telephony presence pushed to GTalk             | ✓             | ✓            |
| Desktop Client with UC                         | ✓             | ✓            |
| Mobile Client with UC                          | ✓             | ✓            |
| Desktop Client (no UC)                         | ✓             | ✓            |
| Mobile Client (no UC)                          | ✓             | ✓            |
| Meet Me Conferencing                           | ✓             | ✓            |
| Unified Communications Apps                    | ✓             | ✓            |
| Call Recording                                 | ✓             | ✓            |
| One Telephone Number (Inbound DID) Provisioned | ✓             | ✓            |

\*'Office Anywhere' is a mobility feature enabling the following functions on a phone of the user's choice (e.g., a personal mobile phone):

- Receive calls on the designated phone when a caller dials the user's office phone number.
- Place calls from the designated phone using the business calling line ID versus the designated alternate phone's caller ID.
- "Pull" calls from the designated phone to an office phone while on an active call.
- "Push" calls from an office phone to the designated phone while on an active call. (Use \*11 to push and pull calls, or use VCE mobile app).

### Optional Site Features

- Auto Attendant (First Auto Attendant included in standard site package) - This feature provides a company greeting and dialing menu options to efficiently deliver calls to their destination.

With respect to the Auto Attendant feature, each "instance" means each menu of options that a user may choose to access. Each separate listing of touch tone options presented to a user is considered a separate menu,

Ex: Thank you for calling. Press 1 for this, 2 for that, 3 for the other.

- Hunt Groups (First Hunt Group included in standard site package) - This feature delivers calls to a group of users, based on a pre-set distribution strategy, with a holding queue for calls that exceed available agents. Ideal for delivering calls to a skilled group of employees trained to handle those calls
- Call Queues (Optional) - This feature delivers calls to a group of users, based on a pre-set distribution strategy, with a holding queue for calls that exceed available agents.

Call Queues provide an automated “answer” for all calls, with customizable greetings, comfort messages, and hold music for the caller to hear while held in a network based call queue until an agent (assigned user) is available to pick up the call. Ideal for teams that receive a high volume of calls. Allows callers to be greeted by comfort message, waiting message, etc.

- Call Center (Optional) - This feature is similar to Call Queue, but allows agents to log in/out, and has enhanced reporting capabilities.
- Inbound Fax To Email - The feature enables inbound faxes to a personal fax number to be delivered to e-mail. It also enables in-office, remote or mobile users to receive faxes without needing a fax machine.  
Existing users who want this feature must order extra telephone numbers (TNs) to be provisioned as a fax mailbox by their administrator.

Any new order will automatically provision users with the inbound fax service, but TNs must be assigned by administrator and Inbound Fax turned on per user. Extra TNs must be ordered by sales so that they are available for assignment.

- Instant Meeting Conferencing (Optional feature) - Allows multiple callers in different locations to join a single call via a dial-in audio conferencing bridge, with leader and participant pass codes. 141 ports of capacity per Bridge.

With the Instant Meeting Conferencing feature, Supplier provides 7-day, 24-hour conference calling capability. Customer purchases one or more Instant Meeting conferencing bridge(s), each of which includes 140 ports of bridge capacity, and the desired quantity of meeting hosts (Moderators).

Instant Meeting Conferencing Service includes the following capabilities:

- Dial-Out Initiation - Allows the Moderator to dial out to conference participants one at a time.
- Conference Recording - Allows the Moderator to initiate a digital recording of a conference call by dialing the required star code while a conference is in progress. These recordings are stored by Supplier for thirty (30) days and are available for download by the Moderator or Customer Administrator through the MySite web portal.

The Supplier’s storage function for voice Services (including voicemail and conference recording capabilities) may not be used for recording of PHI.

The Customer should not use the service in a way that causes the Supplier to create, receive, maintain, or transmit “protected health information” (“PHI”) that would make the Supplier a “business associate” to Customer (as both terms are defined at 45 C.F.R. § 160.103).

If the Customer uses Conference Recording, the Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, the Customer's Moderator will delete all such references from the recording.

### **Group Paging Through IP Phones**

The Supplier has included the first paging group in its standard site package.

#### **Prerequisites**

- The Customer must have a paging group ordered and provisioned
- The Customer must have a DID assigned as a lead number for that paging group
- The Customer must have at least one "target" configured for that paging group. There is a maximum of 75 targets per group.

#### **How it Works**

- A caller in the paging originator's list calls a Group Paging phone number.
- The Group Paging service sets up a simultaneous call to all of the users in the paging targets list.
- The target phones automatically answer the call and receive an announcement of "Paging."
- The paging originator is prompted with the "Paging System Ready" announcement.
- The paging originator speaks to the targets and ends the page by hanging up.

#### **Hoteling**

Hoteling enables a user's phone profile to be temporarily loaded onto a shared (host) phone. There are 2 components:

- Hosts (designated phones)
- Guests (designated users)

Once a phone is configured as a host, a user who has been assigned "guest rights" can temporarily log into and use it as their own phone

#### **Call Recording**

Optional billable feature- Four (4) available Recording Modes:

- Always On – All incoming and outgoing calls for the user will be recorded with no user control to start, stop, pause, or resume.
- Always with Pause/Resume - All incoming and outgoing calls for the user will be recorded with user control to start, stop, pause, or resume.

- On Demand – Entire calls will be recorded for the user only when the call recording start Feature Access Code (FAC) is entered. The FAC may be entered at any time before the call is ended and the entire call will be saved. Pause, Resume, and Stop FAC controls are also supported.
- On Demand with User Initiated Start – Records only the portion of the call after the recording start FAC has been entered.

Also includes the following:

- Configurable announcement that the call is being recorded played for both inbound and outbound.
- Each Call Recording user is assigned 200MB of call recording storage, which is aggregated at the site level to be shared by all users. (1 MB of storage holds approximately 4 minutes of recording.) Call recordings will be retained for 30 days.

### **Desktop and Mobile Client**

Key Features include: Instant messaging with presence; Desktop sharing; Point-to-point video calling; Instant meeting audio conferencing; Inbound eFax; Single number reach whether in the office or mobile; Always-present corporate caller ID whether on a company or personal smartphone, or tablet.

### **Unified Communication & Client Interfaces**

Unified Communications Applications are available as optional features for Standard users, enabling UC functionality, such as IM&P, MyRoom Collaboration, Desktop sharing, etc. The UCC feature package is included in the Premier User subscription.

Adding the UC Apps package to a Standard User will provide all Premier User functionality except unlimited trunk capacity.

### **Client Interfaces**

- Outlook Add-in: Comes with Desktop Client. Adds capability to initiate audio or video call from Outlook and see presence for internal VCE co-workers.
- Lync Client: Comes with Desktop Client and will be useful to customers who are actively using Skype4Business (Lync) for their UC. Has an Add-In to the Skype Client that allows for outbound calls generated from Skype/Lync to initiate a click to dial in the VCE Client dialer. It provides PSTN access for these customers and improves usability of their Skype solution. Non billable feature.
- Tablet Client: Comes with Premier User or A la carte. Apple or Android Tablets – enabling Voice calling, IM&P, Video Calling, My Room – A/V Conference, Desktop Share, and 911 Support
- Mobile App: The user's VCE Mobile Client (both Apple and Android are supported) password will be the same as the user's My Phone password. Changing the password in the My Phone Dashboard requires a password change on the VCE Mobile Client.



The user cannot log into multiple mobile devices at the same time, but a single license will allow the user to install the app onto multiple mobile devices. Office Anywhere is required for the Mobile Client, and cannot be used at the same time as Simultaneous Ring.

All incoming calls utilize the user's mobile minutes. If user loses mobile data connectivity, all mobile app functions are disabled except for 911 dialing. When user changes their password on the My Phone dashboard they must use the new password for the Mobile App.

- Lync Client - This is for customers who are actively using Skype4Business (Lync) for their UC. This is a VCE Desktop Client with an Add-In to the Skype Client that allows for outbound calls generated from Skype/Lync to initiate a click to dial in the VCE Client dialer. It provides PSTN access for these customers and improves usability of their Skype solution

Features: Call monitoring, Dual UI, Emoticons, Skype Directory Integration, RCC (Call Via Work) “click to call”

The Lync Client Does not have MyRoom functions or IM. It does have presence, Call Settings, Enterprise Directory, Contacts, and In-call Management. The client must be logged into before the connector click to dial will work.

The following are requirements for the UC-Desktop for Lync (S4B)

- Supported Operating Systems include Windows 7, Windows 8, Windows 8.1, and Windows 10.
- Supported Microsoft Lync/S4B Clients: Lync 2010 32-bit, Lync 2013 Basic 32 and 64-bit, Lync 2013 Standard 32 and 64-bit, S4B 2015 32 and 64-bit.

Windows administration rights are required (due to required registry entry)

- Receptionist Console - A web based client that allows front office personnel who handle high volumes of inbound calls to quickly and efficiently answer, transfer, conference or otherwise process incoming calls, and provides visibility to monitored users call status.

Use cases may include; Receptionists, Administrative Assistants, Potential replacement for users of Expansion Modules (Side Cars)

- MY Room Multipoint Video and Audio Conferencing - Enables usage of an assigned UCC Optional feature Audio Bridge which is assigned to a user allowing instant bridges for up to 30 participants.

My room is one of the 3 types of VCE conferencing; phone add on conferencing up to 6 parties; meet me bridge with meet me moderator assignment; UCC optional full collaboration package feature for IM&P, My room audio/video and desktop sharing collaboration

Enables MyRoom Multi-Point Video. Video Conferences are limited to 15 Video Participants, but you can have a combination of a maximum of 15 Video and 15 Audio for a total of 30 participants, but no more than 15 Video Participants on any conference. MyRoom Audio + Video Participants = 30 Total Participants Combined

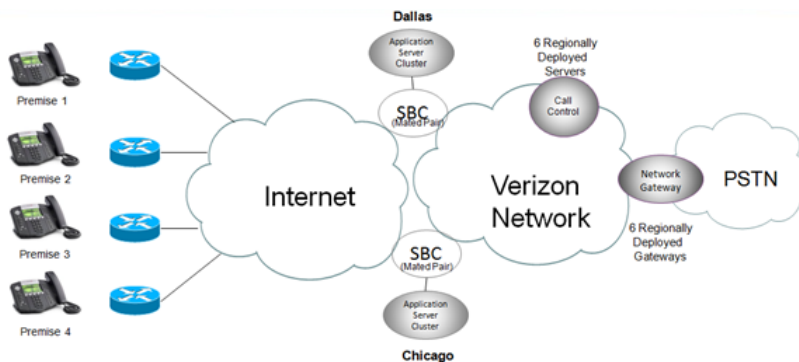
## VCE Availability

Since the Supplier's VCE is a holistic Unified Communications Platform it can be deployed for a total PBX replacement, or rapid deployment to new sites. The architecture supporting the platform's services are carrier-grade redundant, secure, and including business continuity features.

All that is required by the Customer is to have Internet transport or the Supplier's MPLS in place. VCE is hosted voice service, delivered over a carrier-grade, redundant platform architecture. The Supplier's VCE provides:

- Enterprise and carrier grade hardware utilized throughout the datacenter;
- Physical redundancy server configurations for web, application and database server layers;
- Servers deployed with redundancy across separate physical hosts and separate physical datacenters;
- Redundant connectivity throughout the internal network;
- Multiple ISPs connected and homogenized into the Supplier datacenter to help reduce single points of connectivity failure;
- Highly available storage/disks including redundant power supplies, controllers, RAID 5 arrays with live spares, and network connections;
- All datacenter hardware fed by redundant and disparate commercial power, backed up by UPS and generators.

The following diagram depicts the platform architecture supporting all VCE services:



- High availability mated pairs to address local hardware failures
- Geographical redundancy to address full site failures

VCE eligibility and qualification is a multi-step process. All steps are required for service deployment.

VCE uses its own unique qualification tools to help determine if a customer is technically capable of receiving the service as well as ongoing voice trouble shooting and network diagnostics. Locations outside the Supplier's footprint will be supported via numbers assigned from a supported rate center, or with local service/numbers supported through an on-premises gateway.

Service locations must be validated within the Supplier VOIP footprint prior to order for location level 911 compliance and type of network availability

### **Vcheck/Rialto**

Used to check local availability via the BTN (Billing Telephone Number) for each service address.

### **ExamiNet**

ExamiNet is a readiness assessment application that conducts a series of basic network tests, the results of which are used to identify potential network issues that should be addressed before VCE service can be supported on the Customer's local area network.

The tests performed generate nominal low level network traffic, and the results of the test are securely stored for review by the Supplier's technical staff. It is used to validate the underlying Internet transport service can support a VoIP service - items such as DHCP.

This tool will validate certain key considerations such as if the Customer is using DHCP, has DNS resolution set up, has the appropriate firewall ports open, (reference VCE Customer Firewall Requirements), if their underlying circuit meets minimum jitter, latency, packet loss, and bandwidth requirements.

During the ordering process, the Supplier will provide a link and credential for the Customer to run the ExamiNet test. The test averages 5-8 minutes long. In order for the results of these tests to be relevant for the support of VCE services, the host computer on which these tests are being conducted must be connected to the same local area network where use of the service is intended.

The information generated from the ExamiNet tests is used for the sole purpose of determining your network's ability to support VCE services, and is made available only to the Supplier. PacketSmart Probe – A PacketSmart Probe will be included with every customer location installed at no incremental cost to the customer.

The probe provides Real-Time signaling and media analysis of VoIP traffic to help troubleshoot VoIP and Data network problems.

The PacketSmart probe device is placed on the Customer's LAN. It allows for troubleshooting of voice issues and provides the Supplier's technicians with network diagnostics allowing them to pinpoint problematic devices and network conditions quickly.

### **VCE Platform and application support**

All hardware and software required to support and deliver Supplier's VCE service is included in the service, except customer premises equipment (routers, switches, telephones, gateways, etc.). The Supplier will ensure that the Customer will be on the most recent release of VCE.

### **Third Party Application Support**

VCE Dialer for Google Chrome. The Customer's users who install the Google Chrome Web browser on a PC or Mac can also download the Virtual Communication Express Dialer from the Google Chrome App Store.

## VCE Service Management

The Supplier's VCE platform is managed in a fully compliant, hardened datacenter, monitored 24x7x365, by a fully staffed and certified team. Management functions include the following:

- Servers are fully hardened, removing/disabling unnecessary services (SMTP, Telnet, FTP, etc.);
- Operating system and supporting applications are regularly updated to safeguard against emerging vulnerabilities;
- User account management manages and limits OS user authorization;
- All Command line activity is logged and monitored to prevent unauthorized OS user activity;
- Password Control including regular rotation, strong structure, encryption during transmission, and passwords are not stored within the Supplier environments.

## Service Management Portal

The VCE Management solution is a web based portal accessed with a URL. The web portal offers an Administrator and User profile. Below is high level overview of the capabilities.

The My Site Dashboard (which is provided as part of the VCE service offering) allows Administrators to:

- Manage and modify user phone and number assignments
- View devices assigned to users
- Configure Site Services, including
  - Hunt Group
  - Call Center
  - Call Queue
  - Auto Attendant
  - Voice Portal
  - Schedule
  - Office Anywhere
  - Lead Numbers
  - Outbound Calling
  - Music on Hold
  - Receptionist
  - Group Paging

- Conferencing
- Park/Pickup
- Collaborate Bridge.
- Configure features assigned to users:
  - View call history
  - Add and edit notes.

The Supplier's ASIST team will contact all new customers/sites within 24-48 hours after activation to conduct a Wellness Check. This dedicated support is available for the first 20 business days of service or as reasonably required. The Supplier's personalized assistance includes:

- Use of Admin and End-User Dashboards
- Use of phone equipment
- Configuring Auto Attendants, Hunt groups, and other features.

#### VCE Service Enabling Devices

The Supplier provides the following Polycom phone types and accessories:

| Device Type              | Manufacturer | Model     | Description                    |
|--------------------------|--------------|-----------|--------------------------------|
| VCE Phone                | Polycom      | VVX301    | 6 line phone                   |
| VCE Phone                | Polycom      | VVX311    | 6 line phone                   |
| VCE Phone                | Polycom      | VVX401    | 12 line phone                  |
| VCE Phone                | Polycom      | VVX411    | 12 line phone                  |
| VCE Phone                | Polycom      | VVX501    | 12 line phone                  |
| VCE Phone                | Polycom      | VVX601    | 16 line phone                  |
| VCE Phone                | Polycom      | SP650 EM  | SoundPoint IP Expansion Module |
| Conference Phone         | Polycom      | SS6000    | Conference phone               |
| Analog Gateway           | Cisco        | SPA 8000  | 8 port Analog Adapter          |
| Analog Gateway           | AudioCodes   | MP 112    | 2 port Analog Adapter          |
| Analog Gateway           | AudioCodes   | MP114     | 4 port Analog Adapter          |
| Analog Gateway           | AudioCodes   | MP118     | 8 port Analog Adapter          |
| Analog Gateway           | AudioCodes   | MP124     | 24 port Analog Adapter         |
| VCE Phone Wall-mount Kit | Polycom      | 1-187QNHO | Wall mount Kit                 |
| Plantronics Headset      | SAVI         | 740SS     | Wireless Headset               |

| Device Type               | Manufacturer | Model       | Description             |
|---------------------------|--------------|-------------|-------------------------|
| Plantronics Headset       | Voyager      | PTFOCUS     | Wireless Headset        |
| PolyCom USB Video Camera  | Polycom      |             | UCB Camera              |
| VCE Phone                 | Polycom      | VVX301      | 6 Line phone w/pwr      |
| VCE Phone                 | Polycom      | VVX301      | 6 line phone POE        |
| VCE Phone                 | Polycom      | VVX311      | 6 Line phone w/pwr      |
| VCE Phone                 | Polycom      | VVX311      | 6 line phone POE        |
| VCE Phone                 | Polycom      | VVX401      | 12 Line phone w/pwr     |
| VCE Phone                 | Polycom      | VVX401      | 12 line phone POE       |
| VCE Phone                 | Polycom      | VVX411      | 12 Line phone w/pwr     |
| VCE Phone                 | Polycom      | VVX411      | 12 line phone POE       |
| VCE Phone                 | Polycom      | VVX501      | 12 Line phone w/pwr     |
| VCE Phone                 | Polycom      | VVX501      | 12 line phone POE       |
| VCE Phone                 | Polycom      | VVX601      | 16 Line phone w/pwr     |
| VCE Phone                 | Polycom      | VVX601      | 16 line phone POE       |
| Analog Gateway            | Cisco        | SPA 8000    | 8 port Analog Adapter   |
| Analog Gateway            | AudioCodes   | MP 112      | 2 port Analog Adapter   |
| Analog Gateway            | AudioCodes   | MP114       | 4 port Analog Adapter   |
| Analog Gateway            | AudioCodes   | MP118       | 8 port Analog Adapter   |
| Analog Gateway            | AudioCodes   | MP124       | 24 port Analog Adapter  |
| Conference Phone          | Polycom      | SS6000      | Conference phone        |
| Conference Phone Mic exts | Polycom      | ss6000 mics | 2 extension Microphones |

### Supplemental Information

- VCE Service may be used with compatible analog modems only with G.703 Codec and without silence suppression. VCE may not be used for alarm lines.
- Call Recording: The call recording feature includes an announcement to a caller that the call may be recorded, and Customer will not remove that notification. Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call.

If required by law, Customer must afford callers the capability to call Customer without being recorded. Further, the recording of any personal health information (PHI) is prohibited (see Section 2.3, above). If

Customer uses Call Recording, it will supplement the notification of Call Recording with a warning against the provision of PHI by the caller.

### 911 – Emergency Calling

- E-911 Regulatory Requirements: U.S. A provider of “interconnected VoIP service,” as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.
- Emergency Calling Access Limitations: Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP service. Customer VCE administrators will be 911 process trained pre-install :
  - ◆ Loss of Power. VoIP service will be interrupted if there is a loss of electricity/power supply.
  - ◆ Loss of Broadband Service. VoIP service will be interrupted if the attendant broadband connection is not available.
  - ◆ Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to emergency services.
  - ◆ Failure to Register New Location of Equipment. Calls from a VoIP phone used at a location other than as follows: the Supplier is not able to provide emergency services to an end-user unless, in the U.S., the end-user has properly registered his or her service location,
  - ◆ Non-Authorized Telephone Number. A call by an end-user using a number that is not registered with the Supplier.
  - ◆ Non-Native Telephone Number. A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
- ANI/ALI (U.S. only). E-911 provided via VCE will pass ANI and the registered primary service address of that ANI as ALI. If VCE is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
- PSAP Routing. If an IP phone or softphone used with VCE is moved to a new location, the Customer or its end-user must change the registered location of the IP phone or softphone prior to using it at the new location (using the MyPhone application on their device). If Customer or its end-user fails to update the registered location information, the Supplier may suspend VCE until such information is provided.
- Change in Registered Location. Customer’s end-users who want to use a VCE-enabled IP phone or softphone other than at its current registered location can register the phone’s temporary location by utilizing the MyPhone application available on their Windows®-based or Mac®-based device.

- Effect of Change in Registered Location. Customer's end-users who use a phone at a Customer facility for which VCE has been enabled, but where the ANI has been registered at another location (e.g., via the MyPhone application described above), will still be able to place outbound 911 calls; however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.

### **VCE Security**

VCE applications and services are running on multiple servers within the Supplier's datacenters. These data centers support applications and services that are assured by the implementation of security and availability methods and procedures designed to cover physical access and protection, network connectivity, remote and local access, application and server management, availability and customer sensitive data.

### **Physical Security**

These facilities provide physical, environmental and access security, protecting VCE's physical and virtual application environments.

### **Facility**

- 24x7x365 On-site security personnel
- Nondescript and unmarked facilities with natural boundary protection
- Silent alarm system with automatic notification of local law enforcement
- Building code compliance to local governmental standards
- Environmental Safeguards
- Fully redundant HVAC facilities
- Automatic Fire suppression systems, dual alarmed (heat/smoke), dual interlock with(cross-linked event management
- N+1 redundant UPS power system supporting entire datacenter capacity, with redundant backup generators
- Where appropriate, localized disaster compliance (seismic, flood control)

### **Access**

- Biometric scanning and/or 2-factor authentication for access
- All ingress/egress through vestibules (man-traps)
- Access requires valid government issued photo ID, and all access history is recorded for audit purposes
- Authorization required prior to access and is only provided for legitimate business need
- Shipping and receiving are walled off from co-location areas



- For both ingress and egress, all material is inspected upon arrival by on-site security staff. Network External network security falls into two generalized categories: firewall protection and intrusion detection and prevention.

When peer connections are allowed to BroadSoft BroadCloud, VPN peering provides secure access. Additional internal network configuration isolates web, application, and database layers to further eliminate possible intrusion.

### **Firewall**

- The firewalls are configured in multiple zones for tiered security. All public access to VCE applications and services traverses a demilitarized zone (DMZ) for added security
- The firewalls are configured to only allow traffic specific to BroadSoft BroadCloud applications and services. All other traffic is restricted
- Access policies are defined based on UDP/TCP service port, source IP addresses, and destination IP addresses. Access to a specific application or service is minimized to the smallest possible set of service ports and IP addresses
- FTP and telnet are blocked both at the firewall, and where necessary, at the server OS level, preventing anonymous access

### **Intrusion Detection and Prevention**

- Both hardware and software solutions identify, classify, and stop malicious traffic before it affects application continuity
- Inline prevention technologies take preventive action on a broad range of threats including Denial of Service (DoS), without the risk of dropping legitimate traffic
- Network protection from policy violations, vulnerability exploitations, and anomalous activity through detailed inspection of traffic in Layers 2 through 7

### **VPN**

- Where needed to connect to service provider networks and enhanced content providers, connection out of the network takes place over IPsec or MPLS VPN. Strong Encryption is used to provide the highest level of peering security.

### **Operational and Environmental Security**

#### **User Authentication**

Users of BroadSoft BroadCloud applications and services are required to authenticate upon access by means of a valid user ID and password. This and other identifiable information is encrypted by means of SSL (HTTPS) while in transmission from the user's endpoint to/from the BroadSoft BroadCloud application or service.

**Operations Management**

- All BroadSoft BroadCloud personnel have background checks performed prior to hire
- Restricted access is only granted to personnel necessary to perform management, maintenance, and monitoring functions
- Customer ticketing is achieved via customer portal, including support history

**Internal Network**

- Traffic between public and private networks traverses a proxy server located in a demilitarized zone (DMZ) to improve security in the private network
- Virtual Local Area Networks (VLAN) and firewalls isolate each subnet
- Maintenance access to systems used to deliver services is through an independent IP subnet. Backup connectivity to the management subnet is via out-of-band connectivity to a terminal server using encrypted SSH access, and access to the terminal server is limited to specific BroadSoft IP addresses
- Authentication, authorization and accounting on network components are controlled down to the command level

**Server Management**

- Servers are fully hardened, removing/disabling unnecessary services (SMTP, Telnet, FTP, etc.)
- Operating system and supporting applications are regularly updated to safeguard against emerging vulnerabilities
- User account management manages and limits OS user authorization
- All Command line activity is logged and monitored to prevent unauthorized OS user activity
- Password Control including regular rotation, strong structure, encryption during transmission, and are not stored within BroadSoft BroadCloud environments

**Database**

- Database access is controlled and limited to BroadSoft BroadCloud operations resources
- BroadSoft BroadCloud application layers completely segment BroadSoft BroadCloud customer data, thus preventing access by any other customer's data or application
- No external network connectivity allowed on database layer servers
- Password Control including regular rotation, strong structure, and application specific passwords where necessary

**Availability**

- Carrier grade hardware utilized throughout the datacenter
- Physical redundancy server configurations for web, application and database server layers
- Servers deployed with redundancy across separate physical hosts and separate physical datacenters
- Redundant connectivity throughout the internal network
- Multiple ISPs connected and homogenized into the BroadSoft BroadCloud datacenter to eliminate single point of connectivity failure
- Highly available storage/disks including redundant power supplies, controllers, RAID 5 arrays with live spares, and network connections
- All datacenter hardware fed by redundant and disparate commercial power, backed up by UPS and generators

**Backups**

- Automation provides regularly scheduled backups of DB and server images
- Synchronization technology sends regular updates of backups electronically to offsite (and geographically disparate storage)
- All local and offsite backups are monitored and automatically retry as needed
- BroadSoft BroadCloud code objects are regularly backed up both locally and offsite
- Backups are tested regularly

**Disaster Recovery**

The service is provisioned across geo-diverse mirrored data centers. Each data center is capable of supporting 120% of the provisioned load so there is no contention for resources when users fail over to the surviving data center in the event of an outage. In the event of a service affecting and potentially long term outage of a datacenter due to a natural disaster or other cause beyond the control of Supplier, backups can be retrieved from offsite storage, and can rebuild effected applications and services.

**Sensitive Data**

As an important subcontractor to the Supplier, BroadSoft BroadCloud recognizes that in some cases, certain end-user sensitive data may exist within the scope of data managed on behalf of the Supplier and, in turn, the Customer. In these cases, additional care will be taken to conform to the local governing laws for this data, regardless of region.

This may be (in the form of managing such data within the confines of the region, or country. No such sensitive data shall ever be taken out of the BroadSoft BroadCloud datacenters or its established backup networks.

Wherever possible, BroadSoft BroadCloud will manage sensitive data under these guidelines:

- Notice – End-users will be notified upon collection of end-user sensitive data
- Purpose – The data collected will only be used for the purpose of providing BroadSoft BroadCloud services
- Consent – Sensitive data should not be disclosed without the end-user’s consent
- Security – Collected data will be kept safe per SOC 2 compliance with audits.
- Disclosure – End-users are to be aware of who is collecting sensitive data
- Access – End-user should be able to correct inaccurate data

### 5.2.3 VoIP TSO (Trunk Service Optimization)

The Supplier’s VoIP (SIP Trunking) Service provides connectivity between Customer premises based IP enabled Call Servers and the PSTN.

The Supplier is proposing to migrate all existing Customer SIP trunking to the Supplier’s VOIP TSO platform which has added enhancements that were not previously available on the Supplier’s Legacy VOIP platform. The move to TSO:

- Removes location level CAPs for Concurrent Call bursting, and restrictions on auto dialers by implementing new Capacity management and reporting tools.
- Supports ordering options such as Enterprise level concurrent call and Enterprise Tiered Minutes
- Implements safeguards/throttles so that auto-dialer applications could be supported up to 10 CPS per SBC and 60 CPS per Enterprise

VoIP TSO coupled with the provision of a Customer premises gateway device, it is also used to connect legacy PBX and Key systems to the PSTN. This is referred to as ‘IP Integrated Access’.

#### Standard Service Features

- Calling Capacity: With VoIP Service, the Supplier provides Customer the ability to select its simultaneous calling capacity.
- Burstable Enterprise Shared Trunks (BEST): Customer’s VoIP sites that are provisioned with BEST will be able to share the total simultaneous calling capacity purchased by Customer across its enterprise on a regional basis.

Thus, simultaneous call units within a region contribute to the total available concurrent call capacity only within that region. BEST applies to enterprises in which all locations are on a metered or tiered pricing model.

Simultaneous calling capacity can be shared between locations receiving both Local and LD VoIP service, and between locations receiving only LD service, but not across those two kinds of locations.

## Local/National Calling Services

- Outbound Public Service Telephone Network (PSTN or Local) Calls. The Supplier enables Customer to place calls to most PSTN destinations, including but not limited to, local, national, international, fixed-to-mobile, Directory Assistance, and non-geographic destinations.
- Number Portability. Supplier enables Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time VoIP Service is made available for use, or delay LNP for up to 10 days afterwards.
- Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) Caller ID Information are supported. The Supplier enables Customer to prevent, or control, the presentation of its outbound Caller ID information to call recipients through the Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) features.
  - CLIP presents a default Calling Line Identity.
  - CLIR blocks the presentation of Customer's CLI.
- Alternative Caller ID (VoIP IP Trunking only). Through the "Alternative Caller ID" feature, the Supplier enables Customer to present an alternative CLI to call recipients, e.g., to display a local presence. Details on what types of numbers are supported are available on request.
- Directory Assistance. The Supplier provides directory assistance, so that Customer can call the directory assistance operator to request telephone numbers (up to two per call in the U.S.).
- Operator Services. The Supplier provides operator assistance, so that Customer can call to request help to complete a long distance or local exchange telephone call.
- Codecs Support. The Supplier supports calls originating from Customer equipment on any of the following Codecs (compression standards): G.711, G.729, T.38, and G.722/H.264. The Supplier's VoIP Service transmits faxes sent using the G.711 and T.38 codecs.
- Key Group (IP Integrated Access only). Supplier supports all features of the Key System at a Customer Site, and Customer can also use the following Supplier VoIP features using the Feature Access Codes (as applicable): Call Return, Call Trace, Call Transfer, Call Waiting, Cancel Call Waiting, Consultation Hold, Hold, Flash Call Hold, Last number redial, Three-way calling.

## Support Services

- Online Integrated Administrator Console. Supplier provides an online VoIP portal known as the Integrated Administrator Console (IAC) which Customer's designated administrator can use to set up and manage VoIP Service-related call routing and restrictions for Customer-defined groups across Customer' enterprise.
- Technical Support – Local Helpdesk. The Supplier provides a Helpdesk, which Customer's administrator can call for help with VoIP service issues.

## Optional Service Features

- VoIP IP Enterprise Routing (VIPER). The Supplier will complete calls dialed over public numbers between the Supplier VoIP Service Customer locations enabled with the VIPER feature without applying per-minute domestic or international usage charges.
- Additional Optional Features. Call Forwarding; Calling Name Inbound (U.S. only; does not show names of wireless callers); Voice Mail (U.S. only); Auto-attendant.
- BEST: With BEST, the Supplier enables Customer to burst through and exceed its simultaneous calling capacity should it make or receive a spike in traffic.
- Enterprise Trunk Premium: With Enterprise Trunk Premium, the Supplier provides a billable business continuity option if Customer desires session border controller (SBC) geographic redundancy.
- Enterprise Route Overflow: In the event of an IP address being unreachable, thereby causing inbound calls to fail, Enterprise Route Overflow enables all inbound VoIP calls to be automatically redirected to an alternate number (which can be a VoIP or PSTN number), whether It's Domestic or International to include Non-supplier owned numbers.
- Once connectivity with the original IP address is re-established, the primary route will be resumed (except for those calls that have already been redirected).
- Premium Support Services. The Supplier offers the following post-implementation, supplemental Premium Support Services for VoIP Services:
  - VoIP Feature Management. VoIP Feature Management consists of those feature configuration and profile changes that could be performed by Customer either via the VEC or IAC if Customer chose to do so.
  - Alternative Re-routing (U.S. only). The Supplier will work with Customer to provision pre-defined re-routing plans for each of its VoIP telephone numbers (TNs) to facilitate Service continuity in the event of an emergency or disaster, using remote call forwarding for each such TN.
- Supplier Wireless Connected VoIP: If Customer orders the Supplier affiliate Connected VoIP feature, the Supplier will complete calls originating from a the Supplier VoIP Service Customer location enabled with the VIPER feature (described on previous page) in the U.S. to any of the Supplier Wireless telephone numbers without applying per-minute U.S.-domestic or international usage charges on the VoIP originating end. Applicable Supplier affiliate Wireless usage charges may still be charged on the terminating end.

When this feature is subscribed to, calls from the Supplier VOIP location to the Suppliers Wireless telephone numbers will be ON-Net and will not incur usage charges.

## Additional Supplier Responsibilities – Demarcation

The Supplier provides VoIP Service up to the demarcation point, which is the following:

- For VoIP IP Trunking; the user side of the site edge router (the Supplier's Managed LAN service would extend the demarcation of that service to the IDF or cross connect panel which terminates the LAN drop).

**Note:** Some sites may benefit from using the WAN for connectivity from a remote site to a VoIP IP Trunking site. In this case, the VoIP IP site is considered a 'hub site' and the demarcation for the VoIP IP Trunking Service is the Hub site termination.

- For IP Integrated Access with a Key System, PBX or Video Conferencing system; the TDM interface on the user side of the router/gateway.

### Service Limitations

- Modems: Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; VoIP service only supports G.711 Codec without silence suppression.
- Fax Transmission: Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, the VoIP Service SLA does not include fax transmission success.
- Alarm Lines: Alarm lines (whether or not they use modems) are not supported on, and should not be used with VoIP Service, with respect to both service and wiring, without limitation.

### Emergency Calling Access Limitations

- Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP Service. E911 services will be addressed in detail by the Supplier during the VOIP discovery and design phase.
- During Implementation, Supplier will provide to Customers training material for e911 calling requirements
- Supplier must be notified of the phone move by VITA or the agency. VITA or the agency can issue a MACD request to initiate Supplier making the update or VITA or the agency.
- May use the VEC to make the ALI database change.
- Supplier and customer should work together on this in the design phase. Supplier needs to be notified and the ALI update can be customer updated or Supplier updated with a MACD request.
- Loss of Power: VoIP Service will be interrupted if there is a loss of electricity/power supply.
- Loss of Broadband Service: VoIP Service will be interrupted if the attendant broadband connection is not available.
- Failure of Equipment: The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to emergency services.

- Failure to Register New Location of Equipment: Calls from a VoIP phone used at a location other than as follows: the Supplier is not able to provide emergency services to an end-user unless, in the U.S., the end-user has properly registered his or her service location, and in Canada, Europe and Asia-Pacific, the end-user's location is a primary registered service location.
- Non-Authorized Telephone Number: A call by an end-user using a number that is not registered with the Supplier.
- Non-Native Telephone Number: A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
- IP phones connected to an IP PBX indirectly: Emergency services cannot be reached from IP phones connected to an IP PBX indirectly connected to the Supplier's VoIP Network (e.g., IP phones at Customer's internal remote sites as part of an IP PBX Centrex installation) that are not subscribed to an IP Trunking centralized multi-site environment.
- E-911 Regulatory Requirements – U.S: A provider of "interconnected VoIP service," as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.
- End-User Notice Requirements: Customer will notify all of its end-users of VoIP Service of the interaction and/or limitations of E-911 with VoIP Service as set forth in the Service Terms for VoIP Service. Customer is solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.
- E-911 and VoIP IP Trunking Service. Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and the Supplier may not detect when an end-user uses the service at a non-primary service location, Customer will, with respect to IP Trunking:
  - Detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) use a third-party service to enable the conveyance of E911 calls to the proper Public Service Answering Point (PSAP) from the end-user's current location;

Only permit such nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for interconnected VoIP service; and otherwise block all VoIP calls attempted to be made via the nomadic service.

#### **VoIP Traffic separation**

The Supplier utilizes VRFs/VPNs within their network to prevent customer traffic from intermingling. The Supplier Session Border Controllers (SBC) have virtual firewall mechanisms in place to also prevent customers from using each other's SBC setup/configuration to make phone calls. The Supplier also employs active countermeasures for DOS attacks within the PIP network and on the SBCs.



While the Supplier does not support any ‘TDOS’ (Telephony Denial of Service) specific measures but has a long history of effectively dealing with what is referred to as ‘Mass Calling events’. Passive measures are in place for customers to report fraudulent calls and attacks.

### **5.3 Call Detail Recording Services**

The Supplier will provide support for non-verified accounting codes to facilitate cost management. Call detail can be pre-sorted by department, project, or client. Accounting Codes may be up to eleven digits.

The Supplier’s billing information provided to the Customer typically includes name, address, location, and account number, dates of service, billed amounts, rate schedules, call details and usage information.

In addition to call records being included on regular invoices, the Supplier will make all call detail records available to the Customer through the Supplier’s Enterprise Center Portal and provide electronic access to those records. Detailed billing records are considered to be the Customer’s according to Supplier’s Records Retention Schedule. They are kept for 6 years from the moment of creation.

### **5.4 Directory Listing Services**

In addition to providing White and Blue Page listings for all, “publishable” numbers ordered from the Supplier, the Supplier will also provide any collected end user detail information in the form of a CSV (Comma Separated Value) format upon request to any entity approved by the Customer. Customer will advise numbers to be published or not to be published.

### **5.5 IP Contact Center Services**

Supplier’s Business IP Contact Center (“IPCC”) Services is a portfolio of services that includes VoIP Inbound calling services and IP Interactive Voice Response (“IP-IVR”) call treatment service.

VoIP Inbound. VoIP Inbound extends Supplier’s traditional Toll Free network to enable Voice over IP terminations via standard types of access such as Internet Dedicated access and Private IP. Calls will terminate to devices certified to accept IP terminations in the United States and the countries listed in the IPCC Service Description in the Guide.

Both Toll Free and Local call origination types are receivable via VoIP Inbound. Calls made to local telephone numbers are enabled with the same capabilities of intelligent call routing, treatment and management typically used to connect toll-free calls to contact centers (“Local Origination”).

Local Origination telephone numbers (TNs) are Supplier VoIP numbers, or numbers that have been ported to Supplier, which enable inbound calls provisioned with the above-mentioned features. Local Origination is available for TDM-originated (PSTN) and IP-originated (VoIP) calls.

VoIP Inbound Local Origination calls terminated to non-IP switched access locations will be supported for calls terminated to Customer’s location served by a rate center in the same local calling area as the rate center associated with the dialed VoIP Inbound Local Origination number.

All other calls terminated to non-IP switched access locations will not be supported by VoIP Inbound Local Origination and in the event such calls are terminated, the appropriate tariff or Guide rate will apply.

Customer's VoIP Inbound Local Origination calls to non-IP dedicated access locations or IP locations will be supported, and the rates set forth in Section 3.4 below will apply.

Customer's IP-based traffic may originate from Supplier VoIP Service or Supplier's wholesale VoIP service (both services separately contracted) without conversion to TDM service.

Local Origination options include directory listings for TNs. For each TN, one standard listing will be placed in the local exchange carrier's ("LEC's") White Pages and one in the Yellow Pages, to the extent such directory listings are currently offered by the LEC. Additional and alternate listings are available for an additional charge.

The Supplier's IP Contact Center service supports the following capabilities:

| Feature   | Description  |
|---|--|
| time of day routing   | Routing of traffic to alternative locations based on the time of the day the call is placed. A common use of this routing option is to direct calls to different centers to cope with various time zones.                                      |
| day of week routing   | Routing of traffic based on each day of the week up to a maximum of seven days. For example, if a call Centre is closed on Sundays, calls can be routed to another location or announcement.   |
| day of year routing   | Routing of traffic based on a specific day of the year. For example, customers may require special routing on the first of every month or reoccurring every third Thursday.  |
| holiday routing   | Routing of traffic based on routing patterns for traffic on specific days of the year. Holiday routing can accommodate one day or a range of days determined by a beginning time and an end time.  |
| percentage allocation routing   | Routing and distribution of traffic to two or more call centers by predefined whole percentages.   |
| geographic/point of origin routing  | Route calls to pre-determined locations dependent on the calling party's telephone numbers, which can be done on Country Level, City Level, telephone number range level or full telephone number  |
| point of call routing   | Route calls to pre-determined locations dependent on the calling party's telephone number  |
| exchange routing  | Exchange Routing allows customers to route calls based on based on NPA-NXX (US). (numbering plan that is in use in North America to provide current telephone area code prefix and exchange numbering assignments and associated carrier data) |
| international toll free service (ITFS)-<br>universal international free number<br>(UIFN) Country Access | Access via per-country or multiple-country toll- free numbers for call from 80+ ITFS and 60+ UIFN countries.   |
| county specific access  | Public Switched Telephone Number (PSTN )– 11 countries in Europe and 13 Freephone (including US and Canada – which is also noted as domestic Toll Free) and ITFS   |
| tailored call coverage  | Customer can block incoming calls based on originating state or area code.   |

|   |   |
|---|---|
| (aka call area selection)   |   |
| extended call coverage  | Enables Origination (on domestic, tollfree numbers) from Canada.  |
| alternate routing   | Alternate Routing allows the customer to pre-define alternate routing arrangements in the event of an emergency, power outage, natural disaster or other service disruptions. The customer must have at least two different locations.  |
| super routing (& set routing)   | Super Routing Plans allow the termination of traffic to one termination point. For example if a customer has ten 8XX numbers, the Routing Plans will terminate all numbers within the set to one logical termination point.   |
| set routing (& super routing)   | Set Routing Plans allow termination of traffic to different locations. For example, if customer has ten numbers, you can create a set routing plan which contains ten different terminations with that plan.  |
| network call redirect (ncr)<br>(in-line overflow)   | Network Call Redirect (NCR) is a call overflow product that allows customers to complete calls that would normally go unanswered because of busies, ring-no answers or other customer-specific reasons. NCR allows calls that have been rejected at one location to be re-routed to another location so the call can be answered. |
| SIP REFER transfers   | This Feature supports customers with applications like centralized inbound call centers, where calls need to get transferred to a further location  |
| network manager (nm), incl. the integrated call tree GUI for customer managed ipv4 network apps | Network Management tools that allow customers to provision and modify the Routing Plans for their VoIP Inbound Toll Free, Local Origination and ITFS/UIFN and PSTN and Freephone routing from their desktops.   |
| Verizon Enterprise Center (VEC)<br>Traffic Monitoring and Traffic Reporting                     | Traffic Monitoring provides customers the ability to monitor inbound and outbound traffic activity in near real-time, and Traffic Reporting provides them information needed to optimize their IP Toll Free (IPCC) traffic.   |
| integrated network applications<br>(intelligent call routing and treatment)                     | IPIVR (Standard or Premium), Intelligent Call Routing Gateway (ICRG), Intelligent Call Routing Integration (ICRI), and Voice Call Back Apps.(VCB) *** Additional Charges will apply ***   |
| payphone blocking   | Block payphone or specific toll-free calls. Block calls to the service number, which are originated from a payphone   |
| mobile blocking   | Block calls to the service number, which are originated from a mobile phone.  |
| disconnect message referral   | Recorded message for change of number.  |
| multi-manager/multi-carrier   | Allows US Customer to split traffic between two or more Long Distance Carriers. Verizon must be the controlling RespOrg (Responsible Organization) of the number(s) for this feature to be offered.   |
| national toll free listing  | US Customer's toll free number(s) are posted in the toll free Directory Assistance database. Upon Customer's request, up to 10 listings per number will be loaded into the directory database. For more information and add. Listings see Price Sheet.  |
| cross entity routing and billing  | Route and/or Billing of calls from one Customer Entity to a different Customer Entity.  |
| supplemental codes/ID and accounting  | Security measure where digits entered by caller after number is dialed. (US only)   |
| quota routing/ maximum calls allowed/ most available agent/next                                 | Provides statistical routing of calls (not a 'calls in progress' counter), to one or multiple sites driven by capacity tables that are predefined by the customer via   |

|  |   |
|--|---|
| available agent  | Network Manager for a particular day and hour.  |
| real time ANI(Automatic Number Identification) - (private IP only) | Identifies the Calling Party's telephone number.(not guaranteed, will be delivered if received by the network and if it complies with the CLI (calling line identification) Privacy for that call type)   |
| calling line identification (cli) presentation                     | Identifies the Calling Party's telephone number.(not guaranteed, will be delivered if received by the network and if it complies with the CLI Privacy for that call type)   |
| dialed number ID (identification) service (DNIS)                   | Customers can identify the number dialed by the caller when multiple toll free numbers terminate in a single PIP-access location.   |
| enhanced dialed number ID service (EDNIS)                          | Provides customers with more than 1500 DNIS the ability to provision network (logical) termination associated with the VoIP Inbound service.  |
| dynamic DNIS (set dynamic user - SDU)                              | Dynamic override the user portion of an IP Termination (URI) from within a routing plan during call processing. Customers may choose from two DNIS delivery options per IP location: via Proprietary Headers and/or via Dynamic User (aka Dynamic DNIS/URI).        |
| user to user Interface (UUI)                                       | A method of passing information from one user agent to another via SIP. UUI information is transmitted in a SIP Header during a REFER transfer between two IP End-points.   |
| network event notifications (nfy)                                  | Allows customers to define specific events, within a routing plan for an IPCC Service Number, to trigger an event notification email to a pre-defined address. Customers define event attributes and select their placement/trigger within a number's routing plan. |
| Basic Calling Party Name calling party name(cnam)                  | Calling Party Name (CNAM) enables Customer to receive Calling Party Names retrieved from the Verizon database when calls are delivered to Customer's IP-terminated devices. (US only)   |
| enhanced cnam  | When enabled by customer, Enhanced Calling Party Name (ECNAM) enables Customer to receive the Calling Party Names retrieved from 3rd-Party database when calls are delivered to Customer's IP-terminated devices. *** Additional Charges will apply *** (US only)   |
| exception routing  | Allows Customers to create predefined alternate routing plans that are invoked via Network Manager (NM) in the event of an IP Network outage  |
| directory listing  | One standard directory listing (for VILO one standard directory listing in LEC white / yellow pages)  |
| additional directory listings                                      | Additional Directory non-listed, non-published listings. *** Additional Charges will apply ***  |
| number reservation   | International Number Reservation of the required IPCC service Number. Availability is dependent on in-country service availability.   |
| number allocation / assignment                                     | Allocation of the required IPCC service Number. Availability is dependent on in-country service availability. For details please see the IPCC Availability Matrix.  |
| number portability / porting                                       | Number Portability is supported.<br>(* ) not all Local Numbers from the customer can be ported<br>(**) For ITFS it depends on the Partner Operator (***) UIFN is always portable  |
| ipivr (internet protocol interactive voice response) - standard    | IP based Interactive Voice Response Functionality, offering the most-frequently used IVR features.  |
| ipivr - premium  | IP based Interactive Voice Response Functionality, which offers in addition to the Standard version Speech, Host Connect, Intelligent Call Routing Integration,   |

|  |  |
|--|--|
|  | Enhanced Reporting, and more   |
| Voice Call Back                          | Voice Call Back is a Hosted Interactive Voice Response (IVR) feature utilizing Virtual Hold Technology's suite of applications to empower contract center customers to provide callers with respectful options when caller demand exceeds contact center capacity and queues begin to build. |
| icri                                     | intelligent Call Routing Integration - Allows the customer's Intelligent Call Routing systems to control the way in which Hosted Interactive Voice Response – Enhanced Call Routing (ECR) answers and routes each call (call by call treatment and routing, including call parking).         |
| Icr gateway                              | Intelligent Contact Routing Gateway - Allows the customer's Intelligent Call Routing systems to control the way Hosted Interactive Voice Response – Enhanced Call Routing (ECR) routes each call   |
| <b>Network Elements / Functionality</b>  |  |
| network protocol conversion              | Carrier-grade Network Gateways to dynamically process signaling between PSTN and SIP   |
| network session border controllers (SBC) | Network security and improved availability via customer-specific load sharing and failover provisioning of network SBCs to ensure transactional capacity and automated routing in case of failures.  |
| dynamic codec negotiation                | IP CPE driven support for either Uncompressed voice G. 711 Codec or Compressed voice using the G.729 and G.729A codec to optimize bandwidth utilization.   |

## 6.0 Conferencing Services

Supplier will provide Conferencing Services either (a) using the existing service in effect at the Commencement Date, or (b) Supplier's hosted Services. New requests for Services will be fulfilled utilizing the Supplier's hosted conferencing Services. Supplier provides multiple hosted audio and web conferencing options.

### Cisco WebEx and Broadsoft VCE Conferencing

The following chart can be used as a guide of which conferencing products can be leveraged by specific customer groups:

| Use Case                       | Voice Calling | Audio Conferencing                   | Web Conferencing |
|--------------------------------|---------------|--------------------------------------|------------------|
| TDM User Voice – ILEC Voice    | ILEC Voice    | Audio Conferencing                   | WebEx            |
| IPPBX User Voice – CME/SIP     | CME/SIP       | Audio Conferencing                   | WebEx            |
| VCE Standard User Voice – VCE  | VCE           | VCE Instant Meeting                  | My Room          |
| VCE Premier User Voice – VCE   | VCE           | VCE Instant Meeting                  | My Room          |
| VCE Analog Voice Station – VCE | VCE           | Audio Conferencing                   | WebEx            |
| UCCaaS - Communicator          | UCCaaS        | Audio Conferencing or CCA with WebEx | WebEx            |
| UCCaaS - Advanced Communicator | UCCaaS        | Audio Conferencing or CCA with WebEx | WebEx            |

| Use Case   | Voice Calling | Audio Conferencing | Web Conferencing |
|--|---------------|--------------------|------------------|
| UCCaaS - Collaborator  | UCCaaS        | UCCaaS             | UCCaaS *         |
| UCCaaS - Advanced Collaborator   | UCCaaS        | UCCaaS             | UCCaaS **        |
| *up to 8 internal participants<br>**up to 200 internal/external participants |               |                    |                  |

## 6.1 Audio and Web Conferencing Services

### 6.1.1 Audio Conferencing

The Supplier will provide Audio conferencing services that enable multiple participants to converse simultaneously via a telephone call using a Toll Free Dial In regardless of their location. The Supplier’s Audio Conferencing Service supports the assignment of a unique toll free call in number and the conference call bridge is open when both the leader and the participant logs into the conference call.

The following Table describes the Supplier’s Audio Conferencing types and features.

| Type   | Description  |
|--|--|
| Premier<br>Ideal for high-visibility events, including investor relations calls, focus groups, and press conferences   | Provides a dedicated Conference Coordinator to continuously provide support throughout the call. A Meeting Manager will be the point of contact before, during, and after the conference to facilitate the call requirements. Premier Service is available with all access types; however, certain advanced features are only available with Premier Service. 5000+ Participants per conference                |
| Standard<br>Ideal for regularly scheduled calls, such as medium to large internal employee meetings, project management, or team meetings                    | A Conference Coordinator greets and announces each participant or to expedite entry, each participant will be prompted to enter a passcode. Conference calls are periodically scanned and checked for quality. Coordinator assistance is available as needed by pressing *0 on your touchtone phone. Standard Service is available with all audio conferencing access types. 5000+ Participants per conference |
| Instant Meeting<br>A reservation-less offering designed for experienced conferencing users and ideal for staff meetings, project and crisis management calls | The conference leader can use this self-service offering to host audio conferences on demand. Dial-in access numbers and passcodes are given at the time of subscription.<br><br>The leader can manage and monitor calls using a touchtone telephone or an Internet browser.   |

The Supplier’s Audio Conferencing Service supports the following features:

#### Audio Conferencing Features

Customers can select a combination of features within a service that can be included on each call. The following table lists the features available with Supplier’s services.

\*Chargeable service

\*\*Instant Meeting features are self-service

\*\*\* International customers will receive downloadable files.

| Feature                    | Description  | Standard | Premier | Instant Meeting Service |
|----------------------------|--|----------|---------|-------------------------|
| Announce Late Participants | Conference Coordinator announces participants as they enter an in progress conference call.  | ✓        | ✓       | ✓                       |
| ASAP Calling               | A conference call can be scheduled to start within 20 minutes of the time of reservation.<br>Reservations can be made via phone or through the online scheduling tool.   | ✓        | ✓       | N/A                     |
| Audio Streaming / Replay*  | Broadcast audio content to a large, geographically dispersed audience over the Internet.<br>Audio streaming supports up to 1,000 participants.<br>Use Audio Replay in addition to an Audio Streaming conference or as a standalone product.<br>The replay is available for 30 days.            | ✓        | ✓       | N/A                     |
| Communications Line        | Dedicated phone line that allows the Meeting Manager and you to communicate prior to and or during the conference and to relay information about conference status (including start time, status/quality, troubleshooting, participant screening, quality assurance screening, and follow-up). | ✓        | N/A     | N/A                     |
| Conference Monitoring      | Conference Coordinator assistance is available.<br>Conference quality is monitored (Premier - full monitoring, Standard - periodic monitoring).  | ✓        | ✓       | N/A                     |
| Conference Recording *     | Calls can be recorded via CD or downloadable file and sent to you. (MP3 file only available with Premier or Standard Attended service).<br>Recordings are available for a period of 30-days.   | ✓        | ✓       | ✓<br>***                |
| Conference Transcription * | When written documentation is required, conference calls can be transcribed.   | ✓        | ✓       | N/A                     |
| Coordinator Request        | A Conference Coordinator is available to fulfil special requests during a call.  | ✓        | ✓       | N/A                     |

| Feature                          | Description  | Standard | Premier | Instant Meeting Service |
|----------------------------------|--|----------|---------|-------------------------|
| Customer Reference Codes (CRC)   | <p>Customer Reference Codes can be used to identify the calls listed on your audio conferencing invoice by name, number or a combination of both.</p> <p>You may choose up to 25 alphanumeric characters to denote customer specific information for accounting purposes.</p> <p>This feature must be set up at the time the audio conferencing account is established.</p> <p>(Instant Meeting Service can currently provide CRC at the individual call level.</p>          | ✓        | ✓       | ✓                       |
| Enter & Announce                 | The Conference Coordinator places and announces each participant into the conference.  | ✓        | ✓       | ✓                       |
| Instant Replay Plus*             | <p>Callers can dial in at their convenience and listen to a replay of a previously held conference or other recorded audio announcement.</p> <p>Callers access the replay by dialing a toll (local toll) or toll free (free phone) number and following voice prompts.</p> <p>Instant Replay Plus Is an option that needs to be selected when making your reservation.</p> <p>A Participant list is available with Instant Replay Plus, which incurs additional charges.</p> | ✓        | ✓       | N/A                     |
| Instant Meeting Instant Replay * | <p>Callers can dial in at their convenience and listen to a replay of a previously held audio conference or other recorded audio announcement.</p> <p>Callers access the replay by dialing a toll (local toll) or toll free (free phone) number and following voice prompts.</p> <p>Media fulfilment is available for an additional charge. CD, Downloadable file, WAV file and MP3.</p>   | N/A      | N/A     | N/A<br>***              |
|                                  |  |          |         |                         |
| Listen Only                      | Participants can be placed in listen-only mode while others are speaking.  | ✓        | ✓       | ✓                       |
| Master List                      | We can keep a list of regular conference call participants to simplify collecting names and phone numbers in preparation for a call.   | ✓        | ✓       | ✓                       |
| Meeting Manager                  | <p>A Meeting Manager will serve as the single point of contact and provide continuous support throughout the conference call for Standard subscribers.</p> <p>Premier level provides another level of white glove service.</p>   | ✓        | N/A●    | N/A●                    |



| Feature               | Description   | Standard | Premier | Instant Meeting Service |
|-----------------------|---|----------|---------|-------------------------|
| Meeting View          | <p>Meeting View is a Web-based interface that gives call leaders the capability to:</p> <ul style="list-style-type: none"> <li>■ View, sort and print a list of participants and line status</li> <li>■ Mute / un-mute / disconnect participants</li> <li>■ Promote or remove participants from a Q&amp;A queue</li> <li>■ View bridge-based polling results in real time</li> <li>■ Chat with other pre-designated call leaders/or the Conference Coordinator</li> </ul> | ✓        | N/A     | N/A                     |
| Music While On-hold   | Participants can hear music while on hold until the conference call begins.   | ✓        | ✓       | ✓                       |
| Mute/Unmute           | Participants can mute or unmute themselves during the call by pressing *6.  | ✓        | ✓       | ✓                       |
| Participant List      | We will compile a list of call participants. Available with Instant Meeting as a self-serve option.   | ✓*       | ✓*      | ✓                       |
| Participant Screening | Participants provide information as requested by the call leader.   | ✓        | N/A     | N/A                     |
| PIN Entry Plus        | Permits conference leaders the ability to assign each participant joining their conference calls a unique PIN Code, so that each caller can be identified based on their PIN association (in addition to the participant passcode) for identification and added security.   | ✓        | ✓       | N/A                     |
| Polling               | <p>An opinion poll or survey can be conducted by asking participants to indicate their responses via their touchtone keypads.</p> <p>Twenty-four hours advance notice is required to establish a polling call.</p>  | ✓        | N/A     | N/A                     |
| Question and Answer   | <p>The Customer can conduct a question and answer session facilitated by the Conference Coordinator while participants remain in listen-only mode.</p> <p>A participant can signal the Conference Coordinator via the touchtone keypad to ask a question.</p>   | ✓        | N/A     | N/A                     |
| Rapid Entry           | <p>Leader and participants enter a numeric passcode for automated entry into the conference.</p> <p>If the Participant List feature is requested, the Rapid Entry option will not be available.</p>   | ✓        | ✓       | ✓                       |
| Roll Call             | The Customer can request a roll call of conference participants.  | ✓        | ✓       | ✓                       |

| Feature  | Description  | Standard | Premier | Instant Meeting Service |
|--|--|----------|---------|-------------------------|
| Secured Call                                     | This feature gives control over who enters the call and helps prevent confidential conversations from being overheard or monitored, even by the Conference Coordinator.<br><br>This feature can be requested when the reservation is made or at any time prior to the call.  | ✓        | ✓       | ✓                       |
| Standing Reservation                             | A recurring reservation can be made for any regularly scheduled conference call. Reservations are not required for Instant Meeting.  | ✓        | ✓       | N/A                     |
| Sub-conferencing                                 | Designated callers can confer privately within a conference call and then return to the main call with the assistance of a Conference Coordinator.   | ✓        | N/A     | ✓                       |
| Tape Playback                                    | A pre-recorded announcement is played to the conference audience. Twenty-four hours advance notice is required.  | ✓        | ✓       | N/A                     |
| Tone In  | Each participant will hear a tone as he or she enters the conference call.   | ✓        | ✓       | ✓                       |
| Waiting Room                                     | Provides the conference leader the opportunity to pre-screen participants prior to entering them in the main conference.   | N/A      | N/A     | ✓                       |
| Web RSVP   | Web RSVP is an Internet registration tool designed to collect and view meeting participant information online.<br><br>The Customer can post meeting-specific information for your participants and collect up to five pieces of information about your participants, including name and email address.<br><br>With Web RSVP, conference leaders can download participant list reports via email. | ✓        | ✓       | ✓                       |
| (✓)... Service available (N/A)... not applicable |  |          |         |                         |

**Supplemental Information**

PHI Protection: Supplier’s storage function for voice Services (including voicemail and conference recording capabilities) may not be used for recording of PHI (Personal Health Information). Recordings are not encrypted.

**6.1.2 Web Conferencing**

The Supplier will provide Web Conferencing leveraging the Cisco WebEx Cloud service. Cisco WebEx Meetings are delivered through the Cisco WebEx Cloud.

**Features and Capabilities**

- Interactive Meetings Tools - Service supports integrated voice conferencing, high-definition video, and file, application, and desktop sharing for both fixed and mobile users. Also supports sharing of video files in

real time and incorporates multimedia into presentations. Meeting participants can view up to seven simultaneous webcam video feeds with voice-activated switching.

- Conference Recording - Calls can be recorded via CD or downloadable file (no encryption) and sent to email recipients (MP3 file) only available with Premier or Standard Attended service). Recordings are available for a period of 30-days. WebEx meetings are designed to deliver real-time rich-media content securely to each Attendee within a WebEx meeting session.

When a Presenter shares a document or a presentation, it is encoded by Universal Communications Format (UCF), a Cisco® proprietary technology, which optimizes the data for sharing. The WebEx meeting application on mobile devices such as the iPad, iPhone, and various Android devices use similar encryption mechanisms as the PC client.

WebEx meetings provide these encryption mechanisms:

- For WebEx meetings on PCs and mobile devices, data is transported from the client to the Cisco WebEx Cloud using 128-bit Secure Sockets Layer (SSL).
- End-to-end (E2E) encryption is an option provided with Cisco WebEx Meeting Center. This method encrypts all meeting content, end-to-end, between meeting participants using the Advanced Encryption Standard (AES) with a 256-bit key randomly generated on the Host's computer and distributed to Attendees with a public-key-based mechanism.

Unlike SSL encryption that is terminated at Cisco WebEx Cloud side, E2E encryption encrypts all meeting contents within the Cisco WebEx Cloud infrastructure. Clear-text meeting content data is presented only in the meeting participants' computer memory.

- If a user chooses the related "Remember me" option, that user's login ID and password for WebEx meetings saved on PCs and mobile devices are encrypted using the 128-bit AES.
- Site administrators and Hosts can select E2E encryption using the "Meeting type" option. The E2E solution provides stronger security than AES alone (though E2E encryption also uses AES for the payload encryption), because the key is known only to the meeting Host and Attendees.
- Every connection from the WebEx meeting client to the WebEx Cloud is authenticated with a cryptographic token so that only legitimate users can join a specific meeting
- Easily Manage Meeting Activities - Participants are able to share agendas, files, meeting notes, recordings - before, during, and after a meeting. Meeting-related content can be located using indexed searching.

Users can schedule follow-up activities, post comments on content, and view answers to questions in the meeting space. They can also chat with anyone with integrated IM and share ideas with white boarding capabilities.

- Meet Online on Any Device - Mobile clients are supported for iPhone, iPad, Android, Windows Phone, Blackberry, or other wireless, 3G or 4G mobile phone and tablet devices. Meeting space content is available from any browser.

- Administration and Security - Administrators can manage participants and enforce Customer policy controls with a single identity across services for each user including password protection. Room Owners have the ability to lock the rooms before or during meetings.

### **Cloud Connected Audio (CCA)**

Cisco WebEx Cloud Connected Audio (CCA) provides audio connectivity in the Cisco cloud that enables users to join a WebEx session and invoke either a dial back to a fixed phone line, desktop device, or a direct dial in – connecting a WebEx collaboration session with audio participants.

It also includes WebEx Voice over Internet Protocol (VoIP) allowing users to join the audio conference via their computer speaker and microphone.

CCA brings together the Supplier's global IP network capabilities with Cisco's cloud collaboration offering. Customer call routing is performed on premises and routed over its IP trunks to the Supplier's network, where call signaling and audio traffic is passed over redundant IP connections to Cisco's cloud.

Call mixing and WebEx integration takes place in the cloud. This native integration to the Cisco WebEx meeting experience delivers an integrated attendee list, active speaker, video and audio switching, and hybrid audio support.

Cloud Connected Audio (CCA) includes:

- Use of existing investment - Customers can utilize existing IP telephony infrastructure.
- Port based pricing - Predicting the number of concurrent meetings needed compared to the number of minutes used greatly simplifies cost estimates.
- Hosted Application support – Required infrastructure, software deployment, administration, upgrades and maintenance are part of the service.

### **Architecture Overview**

Cloud Connected Audio facilitates the transport of customer voice traffic for the purpose of audio conferencing within the Cisco WebEx cloud via the WebEx Cloud Connected Audio –Service Provider architecture.

The WebEx CCA-SP design includes the utilization of the Supplier's VoIP network to provide call processing and transport of audio conference calls to the WebEx cloud. To support this functionality, an SBC peering architecture through dedicated IP trunks will be used to transport calls between the Supplier VoIP and WebEx CCA networks.

In this architecture, the Supplier will transport and route WebEx CCA-SP related calls, both VoIP and TDM. Actual audio bridging and mixing, along with any related IVR functionality, will be the responsibility of the CCA-SP platform within the Cisco WebEx cloud.

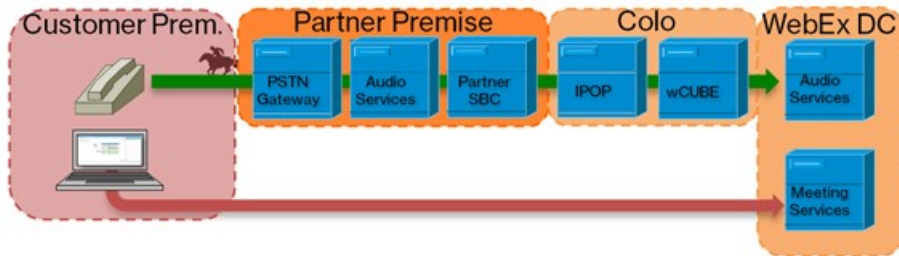
The overall architecture models the existing Supplier IP Audio Conferencing (IPAC) platform as the basis for CCA-SP. The current IPAC design supports the transport and termination of conferencing related calls (VoIP and TDM) onto Supplier's conferencing media servers within the VoIP network.

The CCA-SP construct mirrors this methodology; however, all conferencing related calls will be directed to a redundant peering combined SIP User Agent Client and a SIP User Agent Server architecture that will provide the hand-off to the WebEx cloud.

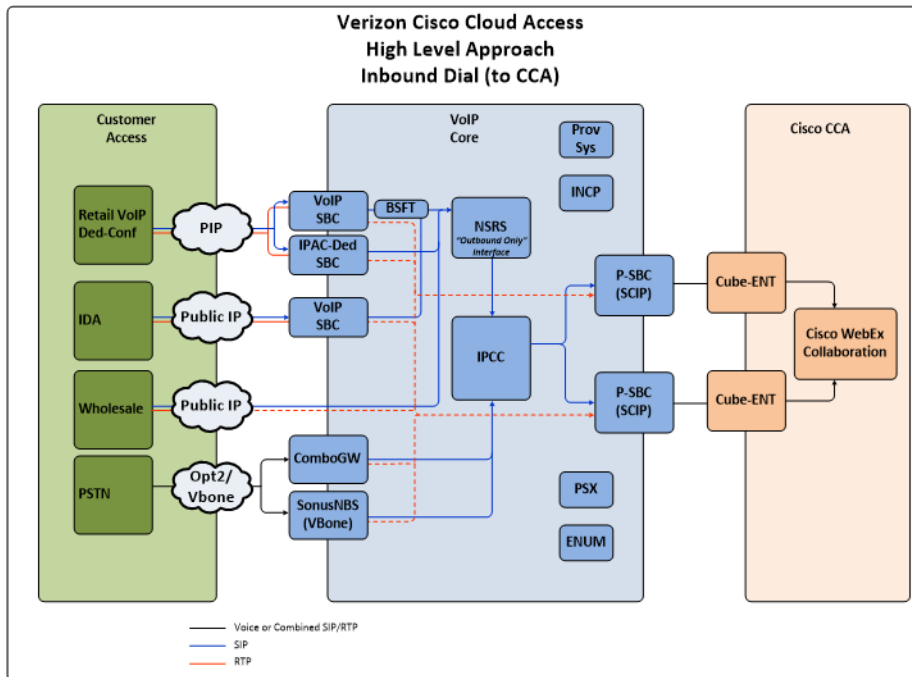
Mirroring the IPAC inbound call flows, existing VoIP access and call processing elements will be used to support CCA-SP. Access to this service will require one of the following methods: VoIP, Internet Dedicated Access, Dedicated-Conferencing, or PSTN.

Similarly, outbound calls from the CCA-SP platform will traverse the peering connection, and will route accordingly (i.e. LD Toll). A lookup on the destination telephone number (TN) found in the request URI will determine the routing of outbound calls.

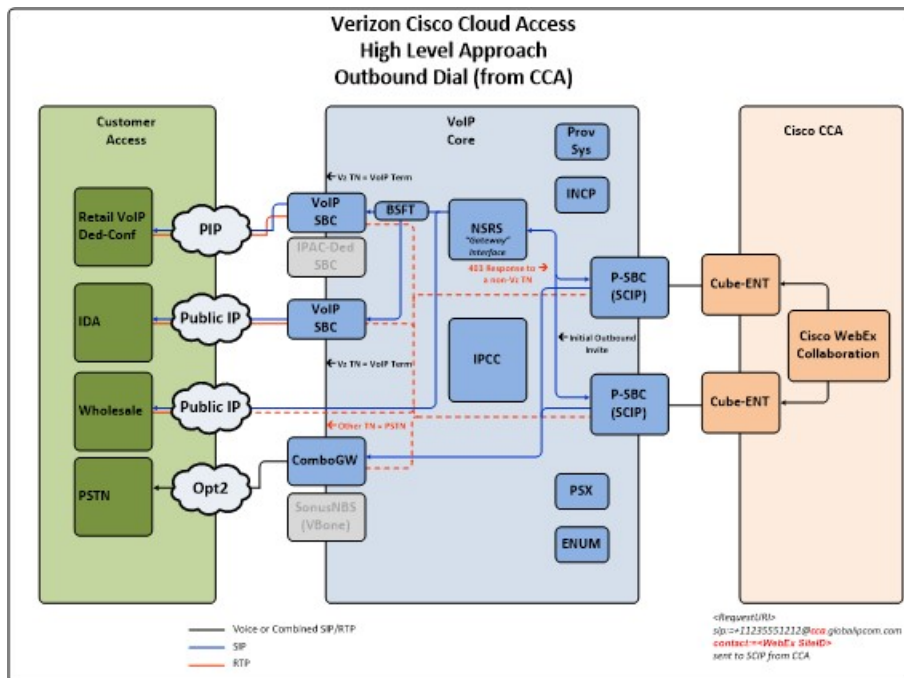
If the TN relates to a Supplier VoIP endpoint, the call will be routed to the appropriate VoIP access service (i.e. VoIP Retail). All other TNs will be directed to a Supplier Network Gateway (NGW) for PSTN delivery.



Example of CCA SP user dialing into a WebEx conference



Supplier/CCA-SP High Level Architecture - Inbound Dial



Supplier/CCA-SP High Level Architecture - Outbound Dial

**Technology**

The Cisco CCA Audio/Data collaboration is an additional subscription service option under WebEx. Thus, the Customer will be able to take advantage of the latest WebEx functionality as it resides within the Cisco WebEx cloud.

The benefits of using this model allows for a quicker “time to market” in servicing new and existing customers by eliminating the need to support a separate WebEx platform within the Supplier network.

The overall end-user experience will not be impacted as customers will maintain the same relative pre/post meeting feel. The CCA-SP will take advantage of the most recent features and functionality that WebEx offers (e.g. updated WebEx User Interface).

The Customers will also be able to leverage the Supplier’s VoIP architecture in support of end-to-end VoIP communications to the WebEx platform. The Supplier’s existing VoIP infrastructure will also facilitate call processing and transport of WebEx related call flows to and from designated SIP (Session Initiation Protocol) Trunking locations which will serve as peering points.

Components of the CCA solution include:

- IP Peering Connection
- WebEx cloud infrastructure

## WebEx Cloud Infrastructure

The CCA solution does not dedicate any equipment or bandwidth to a specific Customer's audio traffic. All customer traffic traverses the shared infrastructure which includes WebEx data center equipment, audio bridge and other servers and all connections between them.

The CCA solution is designed to work only with G. 711 $\mu$  - the audio compression codec. This solution does not support any other audio codec at this time. The CCA solution supports only SIP signaling.

## Redundancy

The CCA architecture helps ensure continuous service operation by adhering to the following design guidelines:

### Redundant (Active and Standby) Instances of Each Major Component

There are two BGP peering connections handled by two independent pairs of routers and two conferencing bridges. If any of these components fail, its back-up takes over. Best practices call for deployment of redundant components in different geographic areas. Other redundancies include:

- **Link Failure:** If the peering routers on both sides of the failed link are still operational, each of them withdraws the routes associated with the failed connection from its local network. The network converges on the back-up connection.

The gateway routers on both sides of the newly activated link start offering routes to their respective networks. Existing calls will continue to be processed (although with potential interruptions of one second or less).

- **WebEx Audio Bridge Failure:** While calls associated with the failed WebEx audio bridge instance are terminated, the WebEx meeting server prompts users with a new number connected to a newly activated back-up instance of a WebEx audio bridge, which also re-dials all system-originated calls (callbacks) from before the failure.

## High Availability

To prevent even momentary service interruptions or delays, most of the CCA components can be configured in high-availability mode. Under such configurations, the active element of a redundant pair continuously replicates its state to the back-up element, allowing for a seamless transition in case of a failure.

### WebEx Telephony Platform High Availability

Although WebEx audio platform is a highly available, distributed system, the active and back-up instances do not share an IP address due to the distance required to achieve geographic diversity. However, the conference state is continuously replicated between the active and back-up instances, so meetings resume as soon as calls are reconnected.

Unlike traditional telephony scenarios, re-connecting calls to a WebEx conference is a relatively painless, semi-automatic process. Calls that were originated by the WebEx audio bridge will simply be redialed without any user involvement.

If the users called into the conference prior to the failure event, they will be automatically prompted to dial the number of the newly activated audio bridge. Once a call is re-connected, it is automatically associated with the other components of the conference (data, video, etc.).

**High Availability of Gateway Routers and Peering Link**

The failure of a peering link or a gateway router results in a sub-second network convergence as already described. This event is mostly seamless for all network components, with the only impact being a sub-second interruption in all media streams.

**Monitoring**

WebEx continuously monitors the state of the WebEx cloud infrastructure and evaluates capacity for all large implementations. Additional services can be procured with Cisco Managed Services to actively monitor the on premises collaboration components.

**Network Assessment**

To help ensure adequate voice quality, the Supplier will assess the Customer’s network for available bandwidth and latency for carrying the voice traffic for CCA and make recommendations if enhancements are needed.

**Additional Feature and Enhancements**

Webex Business Suite, provide functionality designed to make meetings more effective on any device.

| Webex Business Suite  |                   |   |
|-----------------------|-------------------|---|
| Features              | WBS<br>Version 29 | Comments  |
| Active Speaker        | Yes               | Focus on who’s talking with active speaker technology, which automatically displays the current speaker’s video in the active speaker window.   |
| Personal Meeting Room | Yes               | Personal Meeting Rooms are accessible through a personalized URL and password. In these rooms, the Host can list scheduled and in-progress meetings, start and join meetings, and share files with meeting Attendees.                     |
| Anyone Can Share      | Yes               | Allows all participants to share content in the meeting by selecting the Share button   |
| Audio dialog          | Enhanced          | Audio dialog boxes have been improved   |
| Call-Me               | Yes               | Enter your phone number when the meeting begins and the meeting calls you – no dialing, no passcodes.   |
| Client Refresh        | Yes               | New modern skin & clean Layout: <ul style="list-style-type: none"> <li>■ New icons, fonts &amp; colors</li> <li>■ Consolidated controls in Quick Start</li> <li>■ Improved icons for panels</li> <li>■ Intuitive Audio Options</li> </ul> |



| Webex Business Suite                     |                   |  |
|--|-------------------|--|
| Features                                 | WBS<br>Version 29 | Comments   |
|  |                   | <ul style="list-style-type: none"> <li>■ Improved Sharing Dialog</li> <li>■ Improved Dialog for Invite/Remind</li> </ul>   |
| Content View                             | Yes               | <ul style="list-style-type: none"> <li>■ New icons for “Zoom in,” “Zoom out,” and “Fit to width” now appear at the top of the content area.</li> <li>■ Zoom in and out of shared content easily by just selecting the Zoom in or Zoom out icons.</li> <li>■ There is a new Pan tool for screen sharing (formerly called “desktop sharing”) and application sharing, which allows users to move content horizontally or vertically in the content area.</li> <li>■ Content is now centered in the content area, with “Fit to Width” selected as the default view option.</li> </ul> |
| Collaborative Meeting Room Support       | Yes               | WebEx APIs have been updated to support Personal Rooms, recurring meeting enhancements and Collaboration Meeting Rooms (CMR Cloud) provisioning for Meeting Center.  |
| Desktop Integration Suite                | Enhanced          | Initiate meetings from Microsoft Office or Outlook, Lotus Notes, and a variety of instant messaging solutions.   |
| File Sharing                             | Enhanced          | <p>The file sharing functionality has been enhanced:</p> <p>Presenters can now select and share multiple documents to upload at the same time</p> <p>Progress indicators in the content area and document tabs provide a visible status of the upload progress for all selected documents.</p>   |
| Host Can Leave Meeting Without Ending It | Yes               | Host role automatically transfers to another participant if Hosts leaves meeting without ending it   |
| Host Locking Meeting Room                | Yes               | Host can lock meeting room for privacy and restricted access.  |
| Instant Meetings                         | Yes               | Meet Now command (formerly called One-Click) are now held in your Personal Room by default   |
| Integrated Video                         | Yes               | View videos from up to seven attendees.  |
| Integration with Microsoft Outlook       | Enhanced          | Hosts will no longer receive a host specific email, they will receive the standard in the integration email  |
| Meeting Recording, Editing, and Playback | Enhanced          | Record meetings for future reference, training, or demonstrations.   |
| Mobile Support                           | Yes               | Android, iPhone and iPad, BlackBerry 10, and Windows Phone 8 devices.  |

| Webex Business Suite                        |                   |  |
|---|-------------------|--|
| Features                                    | WBS<br>Version 29 | Comments   |
| Network-Based Recording (NBR)               | Enhanced          | Play an audible announcement to attendees when a recording has started in a meeting.   |
| Participant Can Grab Presenter Role         | Yes               | Attendees will see ‘Make me Presenter’ button in Participant List  |
| Personal Meeting Room                       | Yes               | Personal Meeting Rooms are accessible through a personalized URL and password. In these rooms, the Host can list scheduled and in-progress meetings, start and join meetings, and share files with meeting Attendees.  |
| Productivity Tools                          | Enhanced          | Mac, Windows   |
| Profile Page                                | Enhanced          | <ul style="list-style-type: none"> <li>■ A more advanced image uploader has been added, which allows you to either upload an image or take a picture with your webcam</li> <li>■ You can now access the profile page by clicking on your username in the upper right corner</li> <li>■ It has been given a more modern look and feel, and made fully accessible</li> </ul> |
| Recurring Meeting                           | Enhanced          | Users can now create exceptions to a recurring meeting series and manage the meeting series as well as individual meetings within the meeting series (much like they would in Microsoft Outlook).  |
| Schedule Meetings on Behalf of Another Host | Enhanced          | The feature that allows a user to schedule meetings on behalf of another host has been simplified so that the host only needs to enter the user’s name   |
| Section 508 accessibility compliance        | Enhanced          | Pages have been redesigned with a new simple and modern user interface.  |
| Vertical Annotation Bar                     | Yes               | A vertical annotation bar has been added when viewing shared content in full-screen view   |
| Video Panel Layout and Controls             | Yes               | Changes allow you to view video and switch between layouts more easily. You also have the ability to specify default video camera settings for your meetings.  |
| Using Multi-monitors                        | Enhanced          | <p>The multiple-monitor user experience has been enhanced.</p> <p>When using video along with desktop, application, or sharing, a prompt will ask if the user wishes to move the video to the secondary screen. This enhancement is for Windows only.</p>  |

**Supplemental Information**

- Emergency Calling End User Notification: Customer is solely responsible for informing its end users about the emergency calling restrictions.
- PHI Protection: Supplier’s storage function for voice Services (including voicemail and conference recording capabilities) may not be used for recording of PHI (Personal Health Information).

- **Call Recording:** Customer may, as an option, record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference.

### **Security Policy**

The Supplier network security teams identify report and resolve potential security issues.

We have a comprehensive security policy with clearly defined security implementation standards based upon ISO 17799, Generally Accepted Information Security Principles (GAISP), and National Institute of Standards and Technology (NIST) Special Publications, in concert with other industry recognized baseline references, to create a comprehensive baseline security policy tailored to the specific security needs of the company.

The Supplier security groups include:

- NIS – Network and Information Security
- NSOC – Network Security Operations Center
- ESTF – Enterprise Security Task Force

The Supplier also maintains a ‘Separation of Powers’ between our security groups. This enables security auditing and policy enforcement by separate organizations within Supplier’s Organization and adds an additional layer of checks and balances.

### **Conference Security**

The Supplier mandates that all employees sign a strict confidentiality and non-disclosure agreement. Supplier’s conferencing personnel take several precautions to help protect privacy.

The Supplier monitors conferences, and Supplier’s personnel wear headsets so that only the assigned Conference Coordinator can hear what is being said. Only authorized trained personnel are involved with conference calls.

Customers can also select features and call types to enhance security of their conference calls, such as:

- **Dial Out** – Only the numbers and sites provided by customer are called and placed in conference.
- **Meet Me** – Pre-assigned passcodes for attended calls are provided to the conference leader who will send them to participants before they enter the call. (Participants must have this code to join the call.)
- **Conference Lock**– Allows conference leader to prevent a Conference Coordinator or additional participants from monitoring or joining the call.
- **Roll Call** – The Conference Coordinator performs a roll call to identify participants on the call.
- **Instant Meeting Web Moderator** – Allows a meeting leader or chairperson to have visual control of an Instant Meeting conference using a Web browser.

The meeting leader is able to view specific information about the participants who have joined the call, lock the conference from additional participants and disconnect participants if required. The leader may also select participants to join a sub-conference for a private conversation apart from the main conference participants.

- PIN Entry Plus – An optional feature on Standard or Premier level calls that adds an additional layer of security by assigning participants with a unique and permanent PIN code identifier. Each participant must provide the PIN along with the other dial in and passcode credentials to gain entry to the call.
- Web RSVP – A secure online registration tool designed to collect meeting attendee information online.
- IM Alert – a desktop application that notifies the IM subscription leader when the first caller has joined his or her IM conference. Caller’s name and phone number (if available) will appear on the alert.
- Instant Meeting Subscription Level Settings:
  - Name Record: Participants will record their name before entering the call
  - Entry/Exit Set to Recorded name: Participants’ recorded names are announced as each party joins the conference
  - Quick Start: Turn off the quick start setting to require the meeting leader to join prior to participants joining the call. Participants will be on music hold until the leader has entered their passcode.

## 6.2 Video Conferencing Services

The Supplier will meet the Customer’s requirement to Integrate Customer provided or Third Party equipment (e.g., bridges) with the enterprise WAN by leveraging gateway functionality.

For Customer premises video systems currently connected via ISDN BRI, ISDN PRI, T1, or analog lines, the Supplier will implement a gateway (Customer Premises Equipment) that will present the traditional TDM interface toward the Video conferencing system and an IP interface toward the WAN.

This will allow for the disconnection of existing TDM connectivity.

Since each site is unique, pricing is derived through a customized Statement of Work for each site.

The Supplier will also support custom design and ongoing maintenance for new room systems. Pricing will be based on a Statement of Work derived from requirements gathering and discovery activity.

## 7.0 Contact Center Services / Virtual Contact Center Services (VCC)

The Supplier will meet the requirements for Contact Center Services through its primary Contact Center product offering referred to as ‘Virtual Contact Center’ or VCC. The VCC is a cloud based multimedia contact center offering which is deployed in a geo-diverse configuration from multiple data centers. Each data center is capable of supporting all users who fail over to the surviving data center in the event of an outage.

Fully managed within application hosting facilities, the VCC currently provides the Customer with a comprehensive library of capabilities without requiring a costly investment in software, hardware, and support personnel.

Since the VCC is a complete in-network solution, the Customer's agents only require a PC, Internet Connection, and a telephone to get started.

The Supplier's VCC includes the following:

- 100% Hosted in geographically redundant data centers
- Multimedia support including voice, email, chat, SMS, and social media
- Social Media that allows agents to receive, handle and post social media interactions via Facebook and Twitter on both private and public channels.
- Third Party systems integration withSalesForce.com, RightNow, Microsoft Dynamics, or internally developed systems
- Agents access to call volumes, company directory, and a variety of performance data. Regardless of media type - email, voice, and chat - everything is handled through this interface,
- Browser based interface where supervisors sign-in to manage and support agent activity.
- Supervisor ability to function like an agent or work with agents through whisper coach, barge, or join a customer contact. Supervisors also have access to real time metrics through the dashboard which will show the current performance of the campaigns, skills (queues), and agent performance.
- Customer administrator ability to add agents, create new entry points, and pull historical reporting data without requiring a deep technical knowledge that is required by most premises based solutions.
- Locally installed administrator interface that allows the administrator to create the most basic or sophisticated call flow with an easy to learn, drag and drop style. This visual script creator allows you to build the call flows in advance, verify their functionality, and deploy in near real time to a production environment.
- Scripting tools to design routing rules for all media. Queue and route e-mail to the appropriately skilled agent/agent group, whether on-site or remote. With the embedded email management system quickly respond to customer inquiries without changing screens or waiting for mail delivery.
- Web Chat to minimize calls to agents by serving customers while they are on your website. Queue, route, and distribute customer-initiated chat sessions to the agent or specifically skilled agent group.
- Call Back to enable customers to request an instant agent callback via the company website or via an IVR prompt.
- Inbound Voice that use call characteristics, data and agent skills to segment route and queue toll-free calls or local calls to any agent regardless of their physical location.

- Fully integrated SMS channel. Receive and respond to customer feedback via text messaging or initiate SMS message campaigns to reach customers.
- Interactive Voice Response (IVR) – A technology that uses a human voice to present menu options to the caller. The caller can select an option using DTMF or the keypad on the telephone. Further enhance the customer experience through the deployment of self service or speech automated systems.
- Automatic Contact Distributor (ACD) – Automatically answers calls as they arrive in the system; places calls in a holding queue until agents become available; distributes calls to maintain an even level of activity among agents; and provides timely management information about the system's status. Routes using agent skills info.
- Customer Relationship Management (CRM) Connectors – A technology-enabled strategy to convert data-driven decisions into business actions in response to, and in anticipation of, actual customer behavior. Prepackaged APIs. E-Learning Innovative software that enables customers to create their own content and deliver it directly to their agent's desktop while they are idle.
- Quality Management to record agent's voice and screen interactions simultaneously. Automatically deliver interactions to supervisors for evaluation and scoring.
- Work Force Management workforce scheduling, forecast demand, and report real time adherence
- ECHO Survey (Every Customer Has an Opinion) - a survey solution that delivers a customer service survey immediately following a contact allowing the End User's customer to leave comments regarding their experience.
- Virtual and Remote Agents enabling customers to support remote agents and virtual workgroups
- Full geographic redundancy and high availability, backed by an industry leading 99.99% platform uptime SLA.
- Supplier 24x7x365 support via the Virtual Contact Center customer service center.
- An automated dialer that supports the ability to perform Predictive, Progressive, Preview and Message Laydown capabilities within the Contact Center.

### Supplemental Information

- Remote Agent Access: Customer's Agents must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.
- Supervisors/Agents: Customer will identify (name) "Supervisors" and "Agents" authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Agents so authorized.

The number of Supervisors and/or Agents using Virtual Contact Center can increase or decrease from month to month, but never decrease below the 5 agent minimum. Any Supervisor and/or Agent who logs

in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/Agent logs in.

- **Call Recording:** The call recording feature includes an announcement to a caller that the call may be recorded and the purpose for such recording (for example, for quality assurance purposes), and Customer will not remove that notification.

Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call.

Where required by applicable laws and regulations Customer employees shall afford callers with the option to continue with the call without being recorded and to be able to revoke consent to call recording during the call, at which point the recording shall be stopped and all recorded material shall be deleted.

- **Use of Sensitive Personal Information:** PII may not be stored within the Virtual Contact Center platform.

## 7.1 Call Routing Services

The VCC includes the following call routing service capabilities:

- A variety of multimedia contact options and customer prioritization and intelligent contact routing tools.
- Scripting tools to design routing rules for all media.
- Queue and route e-mail to the appropriately skilled agent/agent group, whether on-site or remote.
- Queue, route, and distribute customer-initiated chat sessions to the agent or specifically skilled agent group.
- Use call characteristics, data, and agent skills to segment route and queue toll-free or local calls to any agent regardless of their physical location.
- Automatically answers calls as they arrive in the system; places calls in a holding queue until agents become available; distributes calls to maintain an even level of activity among agents; and provides timely management information about the system's status. Routes using agent skills information.
- Callback, enabling customers to request an agent callback via the company website or via an IVR prompt.
- VCC Contact Routing options are the same across all channels including Voice, Voicemail, Chat, Email, SMS, Social Media, and Work Items (a uniform contact type that allows the routing of any type of work).

By default skills-based Omni channel routing decisions are based on Priority and Acceleration. Initial priorities can be set at a skill level or can be customized to each contact. Priority Acceleration is set at the skill level and provides a simple mechanism to move those time-sensitive contacts ahead in the queue.

Every agent can be assigned one or more skills, and for each skill assignment the agent can be configured to a specific proficiency level. An incoming contact is then routed to the next available agent with the highest proficiency.

Routing rules can be created as part of the workflow to determine which criteria will be used to determine the priority of the contact. Data used to make this determination may already be associated with the contact as a parameter, or may be gathered through a data dip.

The Supplier's VCC is a multimedia cloud-based software suite that supports intelligent omni-channel delivery of contacts over various media types, including: voice, email, voicemail, chat, SMS and social media.

Inherent in the VCC's skills-based routing system is the ability to provide several skill groups per agent working in a multimedia skill. The skills are created within VCC Central, VCC's Web-based administration portal. The skills are then assigned to agents.

Agents can be assigned multiple skills with various media types and can receive more than one contact at a time. Business rules will determine which contact across any media type has priority, and contact types that are interruptible.

The My Agent eXperience (MAX) agent interface includes the following features:

- **Omnichannel Session Handling:** Increases agent utilization by supporting concurrent handling of multiple customer interactions across all digital channels for a true omnichannel session.
- **Omnichannel Session Elevation:** Agents may "elevate" a single-channel customer interaction to an omnichannel session by adding channels to a live interaction, such as adding voice to an existing chat conversation. Only VCC routes and tracks these additional channels through the automatic contact distribution (ACD) process, enabling an added voice conversation on Customer's device of choice, unlike other solutions that can only add voice via WebRTC on a PC browser.
- **Omnichannel Workload Throttling:** Agents now can control new contact flow to maintain quality and responsiveness, especially if a contact with a text channel elevates to voice. This provides greater utilization than other ACDs which only view agents as "busy" or "available" for new contacts.
- **Omnichannel Session Reporting:** All reporting and dashboards have been updated to reflect customer sessions that include multiple simultaneous channels and agents that handle multiple customers across channels – providing true reporting on the omnichannel customer experience and the productivity of agents
- **Omnichannel Session Handling (OSH)** allows agents to actively work on multiple contacts across multiple channels in MAX. This is different from how concurrent chats and emails are handled in Single-Channel Handling because of how the contact time is managed and how agents are able to handle contacts across any channels at the same time.

As an example, agents can be on a phone call while handling two chats and three emails, all concurrently.

- **Priority routing** is an advanced feature bundled with skill-based routing. In some circumstances it is helpful to identify high-priority contacts and to move them to the front of the queue.



Once you’ve identified a high-priority contact, through the use of a special point of contact (e.g., toll free number, email address, chat entry point, etc.), script modification or a data dip, VCC makes it simple to handle that contact next even if there is a queue of other contacts waiting to speak to an agent.

The VCC is an omnichannel platform. An agent could have phone calls, chats, emails, text messages, or work items from a CRM routed to them for handling based upon their skill sets.

With VCC, agents are able to see the number of contacts in queue for the skills they have been assigned. This visibility includes contacts that are in their personal queue which consists of contacts that have been transferred directly to them, or contacts that were sent directly to them based on contact flow business rules defined.

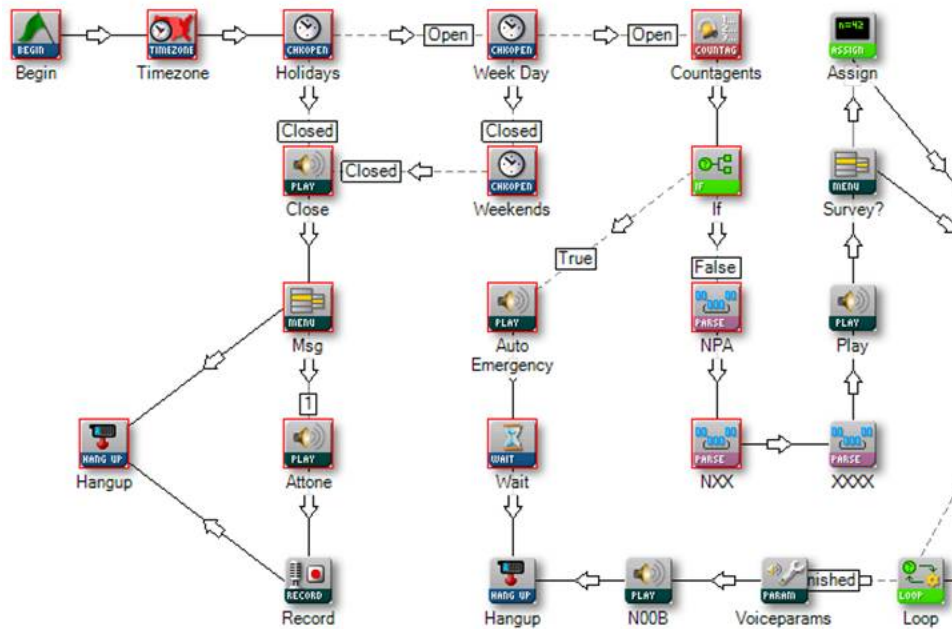
With the VCC agent interface, agents can handle inbound and outbound contacts across Voice, Chat, Email, SMS, Social CIM, and Work Items (e.g., tickets or cases from a CRM) without using a different interface.

Agents can send SMS confirmations while on voice contacts; handle up to twelve chats at one time; work on contacts that can be interrupted for higher priority contacts or even park contacts as appropriate to come back and address at a later time.

VCC has intelligent real-time adaptive routing where routing rules change in real time based on the representative’s skills, performance, and availability. VCC’s holistic contact routing platform provides this unique capability as a part of the core platform.

The VCC Studio environment provides the ability to create pre-defined conditions which are addressed in real time.

Please note the example below.



In the example above, the 'if' step indicated is counting whether or not agents are logged in, during normal business hours. In the event that no agents were logged in, this would obviously be a problem. In this case a simple DR process is in place, but this could represent a whole series of steps to mitigate a problem.

VCC is a dynamic multimedia hosted software suite that supports intelligent delivery of contacts of various media types, including: voice, email, chat, voicemail, web form, social media, and customer SMS (text) response.

Inherent in the VCC's skills-based routing system is the ability to provide several skill groups per agent working in a multimedia skill. The skills are created within VCC Central, VCC's Web-based administration tool, and assigned one of several media types:

- Phone Call Skill – to handle phone call contacts
- E-mail Skill - to handle e-mail contacts
- Chat Skill - to handle chat contacts
- Voicemail Skill - to handle voicemail
- Work-Item Skill - to handle generic and social media contacts

The skills are then assigned to agents. Agents can be assigned multiple skills with various media types. When contacts come into the VCC system, the contacts can be routed to agents based on any menu selection, database lookup, the agent proficiency, the time the agent has been available, etc.

### **VCC Supplemental Information**

- For VoIP Inbound Local Origination calls, if the calling party uses a 'per call' or 'per line' blocking feature to designate a call as private, the Supplier will not deliver the Calling Party Number (CPN) to the Customer.
- For VoIP Inbound Toll Free calls, if the calling party uses a per call or per line blocking feature to designate a call as private, the Supplier will deliver the CPN along with a privacy indicator to Customer, subject to FCC restrictions on the use of ANI and charge number services information.

Customer is permitted to use the information for billing and collection, routing, screening, and completion of the originating caller's call or transaction or for services directly related to the originating caller's call or transaction. Customer is prohibited from reusing or selling such information without the originating caller's affirmative consent.

- Telephone numbers for which the caller has selected Call Line Identity Caller Privacy (non-disclosure of calling party number) will be applied consistent with the rules of the country of call origination.

## **7.2 Auto Attendant**

Auto Attendant is a hosted system that allows callers to be automatically transferred to an extension without the intervention of a receptionist and regardless of employee geography. Callers can find users by using the "dial-by-name" or company directory.

When a user sets his or her phone status to "Out-of-Office", calls can be forwarded to another extension to make sure all calls are answered or they can be sent to voicemail.

Auto Attendant extensions and voicemails can be managed by an administrator or the user via a website or the phone. Since Auto Attendant requirements vary from site to site, the Supplier's requires an implementation engagement to insure the functional requirements are clear and implemented successfully.

The VCC Auto Attendant system allows the Customer to be automatically transferred to an extension without the intervention of a receptionist, regardless of employee geography. Callers can find users by using the "dial-by-name" or company directory.

When an employee sets his or her phone status to "Out-of-Office," calls can be forwarded to another extension to make sure all calls are answered or they can be sent to voice mail. Auto Attendant extensions and voice mails can be managed by an administrator or the user via a web site or the phone.

### **Corporate Directory**

- Create and manage your corporate directory online using our simple tools.
- When changes to your company occur, you're in control and you can update your directory to match without the delay of having to make changes to the phone system without having to get IT involved.
- To ensure your extensions are unique, let Auto-Attendant assign them automatically ensuring you don't have any confusion.

### **Voicemail Management**

- With Auto-Attendant you can configure your voicemail to meet your needs through our easy online management tool.
- With options including delivering voicemail by email, directly to your phone or to your inContact Agent Console, staying in touch has never been easier or more convenient.
- Let Auto-Attendant make sure important voicemails get to where they need to be without user intervention.

## **7.3 Interactive Voice Response (IVR)**

The Supplier's VCC includes IVR services including technology that uses a human voice to present menu options to the caller. The caller can select an option using DTMF on the keypad on the telephone.

Integration options include:

- Adds integration to one CRM solution to support a screen-pop or custom call routing
- Up to 3 web service "calls" (lookup only); not all external CRM solutions supported
- Adds data lookup to one internal Virtual Contact Center hosted database table; up to 25 menu options (no external data integration)

- Up to 3 database “calls” (lookup only); increases deployment timeline up to 60 days
- Adds integration to one external CRM/database; up to 50 menu options
- Up to 3 database/web service “calls” (lookup, push or update); not all external CRM solutions supported

#### **Automated Speech Recognition (ASR) not Included**

- ASR and database integration Increases deployment timeline up to 60 business days
- IVR with multi language, speech recognition, and self-service capabilities with CTI integrations.

### **7.4 Computer Telephony Integration (CTI)**

CTI is a technology that allows computers to interact with other channels of communication like phones, live chat, SMS, Social Media, etc. For contact centers, CTI enables connection of these communications with customer information stored in CRM platforms.

With CTI, VCC allows agents to get all of the information they need about the customer on one screen. No more toggling between screens trying to connect current and historical customer data. Prepackaged APIs are available. Support for Salesforce, Oracle, and Microsoft are examples of CRM interfaces deployed with Supplier VCC.

The VCC delivers a comprehensive, flexible IVR solution that is unified with the ACD. VCC has the ability to identify callers by unique attributes, like phone number or other customer provided information for self-service or intelligent routing and then display that information, such as the caller’s name, on the agent’s screen when the call is connected.

To increase agent proficiency and minimize average handle time (AHT) the VCC can help facilitate computer telephony integration (CTI) with systems of record like customer relationship management (CRM) systems through the use of database connections (ODBC) or web services (RESTful and SOAP).

It can also provide features like an immediate screen pop of the customer (if routed to an agent) / caller’s record to the agent when the call begins, and memorializes caller activity and other IVR data back into the system of record upon call completion.

The VCC has the ability to create automated customer interactions (self-service IVR), saving time and money by offloading routine activities that do not require agent intervention; thus allowing agents to be more readily available to assist callers for technical and in-depth questions.

The VCC’s self-service applications often employ the use of text-to-speech to provide 24x7x365 access to information needed by your callers. The Supplier’s IVR can extract variable information from a database, or from the web, and convert it to audible speech.

By responding to prompts provided by the VCC IVR system, callers can receive any available text found in an organizations' database in the form of a speech to text or recorded prompt delivery.

The VCC’s IVR Speech Recognition capabilities allow callers to use voice prompts in conjunction with their own voice, instead of the phone pad, to interact and get access to a wide host of information.

Instead of listening to long menus and pressing on phone pad buttons to choose the desired service, the user can simply say the service's name, and the IVR will connect the user to their desired destination.

Through this use of a voice interface, callers can complete simple tasks quickly; also providing callers with a hands-free experience while navigating the IVR. Speech recognition by VCC greatly reduces the steps a customer takes to accomplish a task, and also increases his satisfaction in the process.

The VCC IVR provides the following:

- Menu options for callers in both touch tone and directed speech recognition
- Ability to query a database or multiple databases for information or intelligent routing and self-service capabilities
- Dynamic IVR menu prompting and data-directed routing
- Survey capabilities
- Read Text-to-Speech back from database driven interactions to callers
- Support for language prompts across any language
- Managed or controlled transfers
- Flexible recording rules, including recording of the contact from system/caller side or entire conversation

VCC can provide Text-to-Speech functionality. VCC has the ability to speak back any known variable as text-to-speech. There are up to 10 different male and female voices available and English, UK English, and Spanish are supported.

The VCC Automated Speech Recognition (ASR) platform provides a rich feature capability and functionality that incorporates all of the normal IVR capabilities of today and makes them available via speech activation/recognition.

Speech enabled IVR's have the ability for caller input to be recognized at any point in the menu process. This allows for pre-selection of the desired option rather than waiting for all options to be read before being allowed to make a response.

The current VCC ASR platform in North America offers North American English and North American Spanish. The platforms in Europe support speech recognition for UK English, German, French, Castilian Spanish, and Italian.

The VCC platform utilizes Nuance 8.5 as its CORE engine. VCC ASR supports touchtone replacement and directed dialog applications at this time.

The VCC IVR can provide the ability to strike the balance of high customer satisfaction for minimum cost through premier IVR automation tools and sophisticated call routing.

IVR benefits would encompass:

- Automation / Self-service

- Advanced Call Routing
- Speech recognition
- Play prompts (easily recorded/updated on-the-fly)
- Touch-tone collection (DTMF)
- SQL and web service data dips
- Text-to-Speech
- Intelligent call routing

For example, if to submit an application for services:

- The customer could call in to your self-service VCC IVR
- They would then indicate who they are, or some other application identification such as an application number, or a phone number, etc.
- The IVR would then query a database on your side to find out information about that application.
- The IVR would then receive information back from the database as to what the status for the application is, or what the final decision was, etc.
- This could then be communicated back to the customer with pre-recorded canned responses, or could be customized to read back a specific message in text to speech to the customer according to the results returned in the database query.

The customer could then be presented with customized options as to how to start service with your company, or be offered the opportunity to talk to an agent about their application, etc.

Desktop CTI and/or Screen-pop integration is accommodated by the VCC Agent application launching a custom URL (with parameters gathered in the IVR) or executable (with command line parameters that were gathered in the IVR).

These screen-pops can be managed by the customer in the VCC administrator (using VCC Central). Any piece of information collected by an IVR (including data items queried from a database) can be delivered to an agent's session of VCC Agent using a screen-pop.

The Supplier offers a robust, predictable, and efficient RESTful and SOAP based web services API to interact directly with our platform.

The Supplier also offers Software Development Kits (SDKs) for Android and IOS environments to enable quick and efficient mobile app development. Access to the Supplier APIs, our Developer Community, and API support is free of charge for our customers.

The VCC supports a variety of methods for integrating with 3rd party software, allowing seamless transport of data between platforms within your contact center, and increased agent productivity. The VCC has integrated with hundreds of CRM solutions across standard, customized, and homegrown applications.

The VCC provides several out of the box, deeply integrated embedded agent solutions including Salesforce.com, Zendesk, Oracle Service Cloud, and more.

The following are a few examples of the ways the Supplier's VCC supports open API access integration into a database or CRM application.

### Optional Web Services

VCC can integrate to databases using web services methodology. We can either consume an external web service or can allow our own web services to be consumed. VCC natively supports SOAP and REST based web services:

- SOAP Based Web Service Requirements
  - The VCC environment cannot consume a web service that has XML or Schema as inputs or outputs. Returned data should be data simple objects
- REST Based Web Service Requirements
  - Our REST based web services can return JSON and XML within the platform

### Data Connectors

- Data Connectors are methods that enable the platform to query external data sources via Studio Supplier's platform (inContact's) script development utility.
- dbConnector is an ODBC- / ADO-gateway that allows Supplier's inContact platform to run standard SQL queries against the end user's database
- HTML-based queries can be used to GET/PUT information to an end user's web server
- WSDL / SOAP based interfaces can be leveraged to interact (inserting or retrieving) with web-based systems
- Direct SQL Access
  - Utilizing the VCC private dbConnector allows access to an ODBC-compliant database. dbConnector is the Supplier's solution to facilitate CTI directly with SQL databases like Microsoft SQL, Oracle, or MySQL.
- HTML Access
  - HTML access allows data to be read from a customer provided URL containing HTML Table data.

### **Additional VCC Information**

The VCC provides a REST API framework that access Supplier data and resources. Each HTTPS request requires a valid "API access token," which is retrieved via an OAuth2 authentication process. Supplier supports the Implicit, Password and Client OAuth2 "grant types".

Because the RESTful API works over HTTPS, it can be used from any platform, programming language, or environment that supports HTTPS (pretty much every language and environment there is).

The VCC's IVR systems allow users to interactively communicate with databases of record through the telephone in order to access a wide range of information, and a wide range of services. The VCC enables callers to dial a fully automated system and use voice prompts, in conjunction with a phone pad, to interact with a wide host of provided information, all while providing seamless 24/7 service.

Screen-pop integration is accommodated by the VCC Agent application launching a URL or executable specified by the Customer's VCC administrator (using Central). Any piece of information collected by an IVR (including data items queried from a database) can be delivered to an agent's session of VCC Agent.

When a call is offered to an agent, his session of VCC Agent will receive all of the variable names and values collected in the IVR (such as ACCTNUM=1234, BALANCE=\$5.25, DUE DATE=5/25/2017). The VCC Agent will then launch either a URL (i.e., a browser) or an executable.

The VCC can integrate with ADO/ODBC compliant databases (Microsoft SQL, Oracle). Database integration is handled using an MS Windows NT-based service called dbProvider which acts as an ADO/ODBC gateway between VCC and the Customer's database.

The dbProvider handles queries and result sets between VCC and the corporate database using whatever SQL grammar is understood by the particular database solution.

In addition to direct ADO / ODBC database access using the dbProvider module, the VCC supports the retrieval of data via HTTP requests.

The Supplier's VCC can integrate to databases using web service methodology. The VCC can either consume an external web service or can allow its own web services to be consumed.

The VCC can integrate to databases using web service methodology and can either consume an external web service or can allow its own web services to be consumed. The VCC's RESTful web services definitions is located at <http://developer.incontact.com>.

In addition, the Supplier's SOAP WSDL is located at <https://login.incontact.com/insidews/insidews.asmx> . The Supplier is in the process of transitioning all APIs to RESTful. The VCC integrates with hundreds of CRM's using web services.

### **RESTful (Preferred)**

RESTful (Preferred) includes the following components:

- The API service must be available via the public internet or VPN (IP-SEC)
- No SSL Certificates can be installed on the VCC side (client side).



- Service must return the same content-type as the payload sent by VCC.
- Must be able to authenticate from a third party application/service. Most common are basic or token.
- When doing a REST API the customer should provide the following:
  - Items for Request:
    - ◆ Public facing BaseURLhttp://something.something.com
    - ◆ URI:/Contacts/Tickets/
    - ◆ Method: Post or Get or Delete or Put
    - ◆ Parameters: foo = bar (could be several, not required)
    - ◆ Headers something = something (could be several, content-type/accept headers listed below) support for HTTP custom headers to REST API calls and to handle custom HTTP headers in REST responses. This allows script developers to use any REST API – no matter what headers they require or supply – without restrictions.
    - ◆ Content-Type: application/json or application/xml
  - Items for Response:
    - ◆ Content Type: application/json or application/xml (This is for confirmation because THIS MUST MATCH the content-type of the Request)
    - ◆ Return Fields: bar = foo, this would be all your return fields.

## SOAP

- VCC natively supports SOAP based web services that return simple objects and data types – we prefer it not to involve XML in any way unless your middleware is built to support the conversion for us to interact natively with it. SOAP includes the following requirements:
- The service must follow the SOAP 1.1 or SOAP 1.2 standards.
- The service must be available via the public internet or VPN (IP-SEC).
- The service can be transported either via HTTP or HTTPS.
- The service cannot be behind HTTP Authentication.
- VCC cannot consume a web service that has virtual numbers (ENUMs) as "outs" or "by refs"
- VCC cannot consume a web service that has Schema as inputs or outputs.
- The web service must resolve to a working and functional (public facing) URL.
- SSL Certificates cannot be installed on the VCC side (client side).
- The service must be able to function as a .Net 2.0 Web Reference.

## **8.0 Remote Access Services**

Out of Scope

### **8.1 Remote Access Control Gateway (ACS) Service**

Out of Scope

### **8.2 Multi-Factor Authentication**

Supplier will utilize Customer's multifactor authentication for the support of ERCS. Supplier will provide Secure Gateway Service for Remote Access as described in Section 3.6.

Virginia Information Technologies Agency



## **Exhibit 2.3.2**

### **Solution – Cross Functional**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |  |    |
|-----|--|----|
| 1.0 | Introduction.....  | 4  |
| 1.1 | Service Management Practices .....                       | 4  |
| 1.2 | Main Processes.....                                      | 5  |
| 1.3 | Service Integration .....                                | 5  |
| 1.4 | Service Management Systems .....                         | 9  |
| 2.0 | Program Management .....                                 | 11 |
| 2.1 | Program Management Office (PMO) .....                    | 11 |
| 2.2 | Project Portfolio Management and Reporting System .....  | 11 |
| 2.3 | Current and Ongoing Projects and Solution Requests ..... | 12 |
| 2.4 | On-going Programs.....                                   | 12 |
| 3.0 | Service Strategy.....                                    | 12 |
| 3.1 | Strategy Generation and Management.....                  | 12 |
| 3.2 | IT Technology Planning.....                              | 13 |
| 3.3 | Financial Management.....                                | 13 |
| 3.4 | Service Portfolio Management.....                        | 14 |
| 3.5 | Demand Management.....                                   | 15 |
| 3.6 | Business Relationship Management .....                   | 15 |
| 4.0 | Service Design.....                                      | 15 |
| 4.1 | Solution Design Management .....                         | 15 |
| 4.2 | Service Catalog Management.....                          | 24 |
| 4.3 | Service Level Management .....                           | 24 |
| 4.4 | Availability Management.....                             | 24 |
| 4.5 | IT Service Continuity Management .....                   | 24 |
| 4.6 | Capacity Management .....                                | 25 |
| 4.7 | Security Management .....                                | 25 |
| 4.8 | Risk Management.....                                     | 25 |
| 5.0 | Service Transition .....                                 | 26 |
| 5.1 | Change Management .....                                  | 26 |
| 5.2 | Change Evaluation.....                                   | 26 |
| 5.3 | Release and Deployment Management.....                   | 26 |
| 5.4 | Service Asset and Configuration Management (SACM).....   | 27 |

- 6.0 Service Operation ..... 27
  - 6.1 Service Desk..... 27
  - 6.2 Major Incident Management ..... 27
  - 6.3 Event Management ..... 28
  - 6.4 Problem Management..... 28
  - 6.5 Request Management and Fulfillment..... 28
  - 6.6 Access Management ..... 29
  - 6.7 Supplier IT Operations..... 29
- 7.0 Continual Service Improvement..... 29
  - 7.1 Service Review and Reporting..... 29
  - 7.2 Process Evaluation and Currency ..... 31
  - 7.3 Service Measurement..... 31
  - 7.4 Improvement Planning..... 31
  - 7.5 Technical Innovation ..... 31
  - 7.6 Technical Currency ..... 31

## 1.0 Introduction

### 1.1 Service Management Practices

#### Supplier Service Management

The Supplier Service Management organization will provide ITIL service management support for VITA and the MSI in support of Exhibit 2.1 (Description of Services). The Supplier team will be led by the Program Delivery Executive who is selected because they have a proven track record of performance in managing numerous project teams simultaneously and in understanding the business requirements of both VITA and the MSI. The Program Delivery Executive will be the VITA's point of contact for all program activities.

The Program Delivery Executive will work closely with, and coordinate the efforts of, Supplier Project Managers and Service Managers and VITA as well as the MSI in developing joint plans and schedules with regularly scheduled reviews. This type of relationship from the beginning creates a partnership between Supplier and VITA for all activities planned and performed in the VITA's organization.

VITA and the MSI will play key roles as partners on the team—participation of the VITA's staff is critical to the success of all projects. The Supplier Program Delivery Executive assumes full accountability for the performance of all project activities.

The Program Delivery Executive will:

- Lead the Supplier governance team members, activities and deliverables in support of VITA and MSI governance model and forums
- Act as primary liaison between the Supplier program and project teams, the MSI and VITA
- Monitors ongoing service management to ensure compliance with SLAs, OLAs and performance
- Communicate status and resolution on outage and performance issues to the MSI, and VITA as needed.
- Deliver and maintain an overall Program Plan for the life of the contract
- Assist the Account Team in fielding any business and technical requests and engage the appropriate internal Supplier resources; partner with MSI to ensure forward thinking, appropriate application of new business and technical requests.
- Monitor resource load and distribution to ensure the quality delivery of services
- Ensure all contracted program deliverables are completed
- Facilitate long range business planning meetings with the Account Team and VITA in support of their long-term business strategies and plans
- Participate in any technical, network, SLA, and contract compliance escalations and assist with the prioritization and resolution of escalations
- Research, recommend, and brief VITA and the MSI on new technology applications and services that may be provided by Supplier

- Establish periodic status meetings between VITA, the MSI and Supplier to discuss status of contractual relationships
- Participates in defined Operational and Relational Governance Forums as required by VITA or the MSI, including representing Supplier performance against the Contract.

## 1.2 Main Processes

Supplier will support the ITIL Service Lifecycle Stages and their Main Processes.

## 1.3 Service Integration

The Supplier Service Management organization has a number of roles designed to support the Integration requirements contained in *Exhibit 2.2 (Description of Services – Cross-Functional)*.

Service Integration is achieved through clear roles and responsibilities, mutually agreeable governance model and forums, and functional accountability. Supplier proposes a Program Management Office (PMO) model designed to lead, drive, and manage service integration in partnership with the MSI.

Supplier recognizes that Governance & Relationship Management is an essential component for successfully managing the terms of the Agreement and the ongoing VITA - Supplier relationship. Therefore, Supplier will document the relationship management teams involved in governing the relationship, the governance structure, the governance process, the dispute resolution process, and escalation procedures.

Supplier relationship management team shall work with the MSI to:

- Deliver Services consistent with the Service Levels
- Provide technical and operational support to the end users of Services;
- Recommend improvements to the functionality, creation and delivery of Services;
- Develop the business rationale and benefits of any proposed Changes and communicate these to the team and other VITA stakeholders, as appropriate;
- Work within the mutually-agreed upon structure regarding processes and procedures;
- Assist MSI in VITA's planning activities as required; and
- Ensure sufficient and continued communication between the Parties.

### Key Roles

Supplier shall establish and maintain a relationship management team of senior IT and business professionals that, throughout the life of the Agreement shall:

- Coordinate with associated VITA teams;
- Dedicate sufficient time and resources to make the relationship a success;
- Support VITA strategic and tactical planning processes for in scope Services; and

- Monitor Supplier performance metrics in accordance with Service Levels.

In order to optimize the quality of skilled personnel assigned to VITA, and to ensure consistency of Services delivery and minimize personnel learning curves, Supplier agrees to use commercially reasonable efforts to minimize the turnover rate of Supplier personnel to a level comparable to or better than the industry average for large, well-managed service providers performing services similar to the Services provided under the Agreement.

Supplier’s Program Managers shall have overall responsibility for directing all of Supplier’s activities and shall be vested by Supplier with all necessary authority to act for Supplier in connection with all aspects of the Agreement.

Supplier’s Program Managers shall be ultimately responsible for delivering the Services. Supplier’s Program Manager shall lead a support team to focus as necessary on the daily details of the implementation and the delivery of Services. This support team shall consist of project managers, technicians, and project coordinators.

In addition to Supplier’s Program Managers, support team positions shall be retained by Supplier as necessary to meet Supplier’s commitments under the Agreement and shall consist specifically of support team members specializing in project and vendor management. In this case, the support team is referred to as the Program Management Office (PMO). Supplier’s Program Managers shall serve as the single liaison or point of contact to VITA for program support and functionally manages the Supplier support or Program Management Office team.

**MSI-Supplier Communications**

Communications between MSI and Supplier shall, wherever possible and practicable, be face-to-face. Video or audio conferences shall be the second choice of communication medium. Governances shall be face-to-face, unless otherwise mutually determined by the Parties. Supplier anticipates meeting face-to-face with the MSI at least monthly.

**Supplier Responsibilities**

| Implementation Team   | Program Management Office   |
|---|---|
| Business/Service Transition: Research, design, develop and document Service Management Manual (SMM) | Program Delivery Manager: Customer Relationship, MSI Relationship, Services Governance. Governance Committees, Business Relationship Management |
| Transition Manager: Oversight, leadership of  | Change/Release Manager: Track and Facilitate  |



|   |  |
|---|--|
| the overall WITO, MTO, integration.   | Change and Release Management process  |
| Transition Scheduling Project Manager:<br>Activity and deliverable scheduling   | Asset, Service & Configuration Manager:<br>Document Data Store: Provide a mechanism for the common storage of artifacts and data related to projects and program management. |
| Transition Reporting Project Manager:<br>Transition timeline performance reporting  | Order Manager: Assist with migrations and new business   |
| WITO Project Managers: Oversee and support WITO activities, assist with tracking and communicating actions and deliverables. Maintain the timeline. | In-flight/life cycle Project Managers: Project management of in-flight projects. Project management of solution and services related projects.                               |
| MTO Project Managers: Oversee and support MTO activities, assist with tracking and communicating actions and deliverables. Maintain the timeline.   | Problem Managers: Governance, cross functional support, RCAs, escalation and Problem resolution support  |
| CPE Project Managers: Coordinate and manage CPE related activities and deliverables   | Reporting Manager: Voice Tower: Lead and coordinate all Voice Services related activities and deliverables, maintain the voice tower timeline.                               |
|   | Reporting Manager: Service/Performance: Build, analyze, prepare and present all service and performance related reports, and respond to inquiries and actions.               |
|   | Reporting Manager: Data Network Tower Build, analyze, prepare and present all data services related reports, and respond to inquiries and actions.                           |
|   | Reporting Manager: Security Tower: Build, analyze, prepare and present all security services related reports, and respond to inquiries and actions.                          |
|   | Reporting Analysts: Data collection for reports, by tower, support MSI for service integration   |
|   | Technical Writer: Provide technical writing support for the required reports across all Supplier disciplines   |

|  |  |
|--|--|
|  | Supplier/TPV Manager: Manage the third party partners' contracts, commitments, deliverables, SLOs.   |
|  | Technical Advisor: PMO technical resource to provide Technical guidance, participate in IT planning, participate in governance forums  |
|  | Contract, Quality, Compliance Manager: Governance, administration and support for Contract Quality and Compliance requirements   |
|  | IT Service Continuity Program Manager: Manage a BC plan, manage against VITA rules, coordinate with Customer, MSI, and Verizon internal key parties. Ensure a preparedness Plan. Coordinator for Annual audit of Cary NOC. |
|  | Security Program Manager: Governance, manage a security plan manage against VITA rules. Coordinate with Customer, MSI, and Verizon key parties.  |
|  | Risk Management Program Manager: Manage a Risk mgmt. plan, manage against VITA rules. Risk register. Risk escalation resolution plan, risk status and reporting.   |
|  | Service Level Manager: Manage, track and report on SLOs. Proactive credit administration.  |
|  | Financial Analyst: Invoicing admin, issues & resolution  |

Supplier will also provide numerous technical/engineering roles to support the requirements in [Exhibit 2.2 \(Description of Services – Cross Functional\)](#). These include:

- Lifecycle Engineering/Network Engineering
- Network Analysis
- Engineering Design Authority

- Solution Architect
- NOC Engineering

### 1.4 Service Management Systems

The Supplier will be providing a multi-pronged approach to integrating Service Management Systems (SMS) data with the MSI. Supplier’s approach consists of three main efforts:

- 1.) Direct access to the Supplier’s portal (the VEC) for select VITA and MSI employees based on agreement with the MSI.
- 2.) Direct electronic transfer (eBonding) between the Supplier’s Incident, Service Request, Change and Asset Management information and the ServiceNow system provided by the MSI. Supplier systems will be the system of record for data purposes.
- 3.) Additional manual and customized Reporting integrated with the appropriate MSI system to support Capacity, Innovation, Security and other requirements of the SMS in a manner consistent with the requirements of the SMM. This support is provided by the Supplier’s PMO team.

Supplier Enterprise Center (VEC) will be available to VITA and the MSI as a resource to view real time data and statistics as it relates to the Network, Orders, Projects, and Trouble Tickets. Access can also be provided to Customers. The VEC supports the following five applications, identified below under the gray headers:

| 1. Billing   | 2. Product Tools   |
|--|--|
| <p><u>Billing Report Inbox</u> - Billing Report Inbox, formerly Billing Manager, is a Supplier Enterprise Center application that provides access to Daily Priced Call Detail and Online SRPs.</p>   | <p><u>Looking Glass/Dynamic Bandwidth</u> - Manages the provisioning of Supplier IP Services, including PIP and VPN. Gives the customer the ability to dynamically change the Port speed and CAR (committed access rate) values on their Private IP sites.</p> |
| <p><u>Directed Data Billing Services</u> - Provides customers with Supplier invoice data electronically and allows them to create customized billing reports.</p>  | <p><u>Network Manager</u> - Enables customers of Toll Free (U.S.) and GIS (EMEA) to examine their network routing data, customize network features on a near real-time basis, and route dynamically inbound traffic.</p>                                       |
| <p><u>EDI Billing</u> - Electronic Data Interchange (EDI) Billing refers to the exchange of data formatted according to public standards. EDI is computer-to-computer processing and enables customers to integrate data with a variety of applications.</p> | <p><u>Outbound Network Manager</u> - Allows customers to examine their Options 2 &amp; Option 3 outbound network configuration data and customize features on a near real-time basis.</p>  |

|   |   |
|---|---|
| <p><u>Online Invoice</u> - Provides online billing using an Electronic Bill Presentment and Payment (EBPP) application that gives customers the ability to review, analyze, and pay their invoices online. Formerly known as E-Billing.</p>   | <p><u>Reporting Center</u> - Reporting Center, formerly Event Monitor, is a network reporting application on the Supplier Enterprise Center (VEC).</p>  |
| <p><u>Reporting</u> - Reporting and analysis is a key need for customers and the Supplier Enterprise Center provides access to robust reporting that can be obtained quickly online. Standard and customized reports are available and reports used most often can be saved as "Favorite".</p>  | <p><u>Traffic Reporting and Traffic Monitor</u> - Provides access to both statistical and call detail information summarized in a variety of useful, comprehensive reports for analyzing calls attempted. Also offers near real-time monitoring of inbound and outbound traffic activity.</p> |
| <p><u>Service Management Tools</u> - VEC can make it easier to manage critical elements of the customers' network, supporting their business with these robust online tools; <u>Service Management Dashboard</u>, <u>Service Management Reporting</u>, and <u>Global Change Management</u>.</p> |   |
| <p><b>3. Repairs &amp; Troubleshooting</b></p>  | <p><b>4. Services</b></p>   |
| <p><u>Repairs</u> - An electronic ticketing and circuit testing tool that allows users to initiate their own circuit monitoring and loop-back testing. Subscribers can choose to open, track, or update tickets for a broad range of products.</p>  | <p><u>eBonding</u> - Designed for enterprises with a high volume of transactions, this service allows customers to leverage their existing operational support systems to communication directly with Supplier's systems as part of an end-to-end automated business process.</p>             |
|   | <p><u>Supplier Enterprise Center Mobile</u> - Customers have access to their virtual communications center from anywhere. Our mobile feature allows customers to stay informed about activities critical to their business whether on the road or in meetings.</p>                            |
| <p><b>5. Orders</b></p>   | <p><u>Supplier Enterprise Center Entitlements</u> - Allows users to conduct almost every aspect of their account and service management on the portal.</p>  |
| <p><u>Orders</u> - Enables customers to submit, track the status of, and review the history of orders.</p>  |   |

Additionally, Supplier is proposing eBonding to the MSI Service Management systems for:

- Incident Management
- Service Management

- Change Management
- Inventory/Asset Management

Supplier's Program Management Office (PMO) includes dedicated functional Program Managers with service delivery responsibilities in support of the cross functional requirements in 2.2. While Supplier will e-bond for service management system support, the Supplier PMO will also provide the service delivery and service integration support as required by VITA in 2.2.

## 2.0 Program Management

### 2.1 Program Management Office (PMO)

In conjunction with designated staff (VITA, MSI or Customers), the Supplier PMO will organize a team of consultants, solution architects, service experts, and service delivery professionals to create a program plan. The plan will include:

- A statement of purpose and objectives
- A clear definition of scope, in terms of business processes and telecom/IT services
- A description the methods of assessment and data collection, major tasks and milestones and deliverables
- A set of checklists and other data collection tools
- A timeline detailing the phases and timeframes for delivery
- A schedule of meetings and regular communications with the Customer and with the Supplier team.

The program plan will be reviewed and approved by VITA and implemented by the PMO. At regular intervals during the program the PMO will conduct reviews and progress updates with the Customer. At the conclusion of the project, the PMO will present the findings and recommendations. With concurrence from VITA, the PMO will manage creation and delivery of a final program plan, following the Customer approval of the recommendations.

The PMO will work closely and continuously with the MSI to ensure alignment, cohesion, and functional clarity. There will be a clear path and flow of information between Supplier and MSI, and mutual participation and management through the governance forums for long term strategies, issue resolutions, deliverable reviews, and process revision/development. Key to Supplier's success is the working relationship and service level achievement with the MSI. Supplier PMO will ensure requirements and commitments to the MSI are met, timely and accurately.

All Supplier project manager personnel are PMP certified.

### 2.2 Project Portfolio Management and Reporting System

The Supplier PMO model includes the following roles for Portfolio Management and Reporting:

- Voice Tower Reporting Mgr.
- Service and Performance Reporting Mgr.
- Data Network Tower Reporting Mgr.
- Security Tower Reporting Mgr.

The above personnel will work with the MSI to provide reporting consistent with the requirements in *Exhibit 2.2 (Description of Services – Cross Functional)*.

Through governance forum, Supplier and the MSI will determine how information, project data and reporting commitments will be shared and delivered; Supplier will work through the MSI's project system to ensure timely and accurate fulfillment against SLAs, timelines and deliverable due dates. Supplier PMO will ensure requirements and commitments to the MSI are met, timely and accurately. The Service Management Manual (SMM) will outline how project data will be provided to the MSI.

## 2.3 Current and Ongoing Projects and Solution Requests

Supplier has provided a designated Project Manager to provide project management of current and ongoing projects and solution requests. The In-Flight Project Manager will address the Requirements, Analysis, Design, Development, Testing, and Implementation phases of the project and ensure that critical project activities or milestones will be clearly noted and tracked against a project baseline.

- Design for availability based on VITA requirements
- Risk Analysis and Management (for availability of Services)
- Provide regular project reports to Program Delivery Executive and the appropriate MSI provided systems
- Work with the MSI to ensure both VITA and business needs are met
- Develop an evaluation and testing process to verify that the Services meet business and technical requirements
- Identify, support and co-ordinate specific network hardware and/or software required for interoperability and performance testing; execute testing where feasible.
- Validate test results against plan criteria
- Report to the MSI any of the test findings, recommendations and possible overlapping functionalities

## 2.4 On-going Programs

The Supplier In-Flight Project Manager will also provide support for On-going Programs.

## 3.0 Service Strategy

### 3.1 Strategy Generation and Management

The Supplier Program Management Office, PMO, is led by the Program Delivery Executive (PDE) who will work with VITA leadership to discuss and set strategies for future IT plans and solutions. The PMO Technical Advisor will join the PDE in these discussions to help enable a thorough review of technical and IT capabilities in generating and planning future strategies. Supplier will work to support and help develop an integrated IT Service Strategy in conjunction with the MSI and according to the SMM.

### 3.2 IT Technology Planning

The Supplier Program Management Office, PMO, is led by the Program Delivery Executive (PDE) who will work with VITA leadership to discuss and set strategies for future IT plans and solutions. The PMO Technical Advisor will join the PDE in these discussions to help enable a thorough review of technical and IT capabilities in generating and planning future strategies. The Technical Advisor will prepare and maintain a Technology Plan for VITA's consideration.

Through the governance forum, the Supplier PMO, led by the Program Delivery Executive and Technical Advisor, will propose an IT technology plan for review and comment. It is critical there is commitment and participation by both Supplier and MSI, to ensure the best plan is put forth for VITA. As the MSI has an expanded view across the infrastructure, the MSI will be presented with the Supplier IT technology plan for consideration and inclusion in the overall infrastructure IT technology plan.

### 3.3 Financial Management

The Financial Manager will perform any combination of the following functions in support of the requirements in *Exhibit 2.2 (Description of Services – Cross-Functional)*.

- Service Catalog Management
- Manage VITA's custom billing requirements – perform the following functions and report performance as defined in the Deliverables section
  - Develop billing flows or hierarchies for VITA through presale/conversion billing meetings ensuring VITA is installed and/or integrated to the appropriate core Supplier billing platforms.
  - Identify and implement Billing process improvements for areas deemed as deficient by VITA.
  - Maintain a thorough understanding of the products and services offered by Supplier and their billing and process capabilities as it is relevant for VITA, and make billing/process change recommendations as required.
- Manage VITA's contract compliance – perform the following functions and report performance as defined in the Deliverables section
  - Review monthly contract reports to identify problematic trends, underutilization issues as well as take required action so all VITA's services are receiving optimal contract treatment.
  - Track and trend accounts payable and credits due to ensure VITA meets contractual obligations.
- Manage VITA's Accounts Payable Issues; perform the following functions:

- Supplier will perform the first invoice and last invoice reviews
- Supplier will perform service reviews, including preparation for billing items and resolution of Open Action Items as it relates to billing and or credit research
- Supplier will administer the credit request creation
- Supplier will proactively manage SLA credits, adjustments and reports by providing required transaction support.
- Supplier will train VITA regarding on-line Billing capabilities and Billing reports availability
- Supplier will track and trend accounts payable and credits due for VITA's Service Reviews
- Supplier will act as VITA advocate to manage credit request creation and follow up for any pending credit and ensure root cause is determined and remediation is taken.
- Supplier will request/deliver Root Cause Analysis on credit issues
- Supplier will provide VITA-side transactional support - perform the following functions: Supplier will provide VITA-side transactional escalation support to ensure payables, billing processes and other related financial transactions are completed on time.
- Supplier will manage complex or non-standard moves, adds, changes, disconnects or other transaction requiring intimate knowledge of the MSI and VITA systems.

Supplier will provide VITA with standard Billing formats as currently provided. Additional supplemental reports will be provided by the Supplier PMO team to facilitate VITA chargebacks. Supplier will also provide a Financial Specialist with the following responsibilities:

- Assisting the MSI and VITA in setting up billing structure.
- Resolving any billing issues.
- Providing tracking and status reports for all open issues related to billing.
- Providing initial asset inventory and capturing future, subsequent asset inventory information, frequency to be determined via process & procedure manual (PPM).
- Scheduling training on certain Supplier tools.
- Monitoring contract commitments.

### **3.4 Service Portfolio Management**

The Supplier Program Management Office will work with the MSI to ensure that the portfolio of services available to VITA and Customers are meeting operational needs by tracking trends and service history. As it relates to the Service Catalog, the PMO will ensure the information is accurate and up to date.



### 3.5 Demand Management

The Technical Advisor in the Program Manager Office will review analysis from the Network Engineering team to look for trends and risks as they relate to VITA's Demand Management requirements. The Technical Advisor will make recommendations to meet changing needs and mitigate risks.

### 3.6 Business Relationship Management

Business Relationship Management is critical to our success; through leadership and expertise, Supplier will govern and manage our relationships and the products and services in our solution through a Governance Structure that will be monitoring, managing and improving on the business we do together.

Supplier will design, document and manage Service Management Manual (SMM) Procedures that will outline all our processes and procedures for working together along with our deliverables and timelines. Clear roles and responsibilities is critical to our success. Business Relationship Management enables Supplier, the MSI and VITA to maintain critical communication and on-going focus on Supplier network services provided to Customers and their ability to access and use them effectively. For issues, escalations, and priorities will be presented to governance forum for review and support of resolution. How we will perform this process will be mutually agreed to and outlined in the SMM.

Please refer to Supplier's response to Section 3.6 (Business Relationship Management) in Exhibit 2.2 (Description of Services – Cross-Functional).

## 4.0 Service Design

### 4.1 Solution Design Management

Supplier will provide significant resources responsible for Solution Design in a multi-layered approach that supports VITA, the MSI and the Commonwealth agencies as detailed in *Exhibit 2.2 (Description of Services – Cross-Functional)*. The roles include:

- EDA – Engineering Design Authority
- LCE/NE – Lifecycle Engineer/Network Engineer
- Solution Architect
- PMO Technical Advisor

#### **EDA – Engineering Design Authority.**

The Engineering Design Authority (EDA) service provides for end-to-end integration and technical Governance of Supplier's solutions to meet the demand for quality, efficiency, speed and control in a landscape of rapidly changing business requirements.

An EDA selectively applies applicable industry best practices such as ITIL, Lean Six Sigma, and TOGAF and leverages Supplier's their own unique capabilities to provide high levels of customer satisfaction. EDAs have a customer-facing, solutions-focused approach that aligns and integrates Supplier service architectures to customers' business objectives, in order to determine and deliver a Target Architecture that meets the customers' business outcomes in the long-term.

In addition, the EDA service focuses on identifying potential new service requirements following technical recommendations, gap or risk analysis based on sound business acumen and an acute sense of guarding scope in all direct customer discussions. The EDA works with the customer at all Management levels required - from operational to CTO/CIO - and equally so with internal Supplier teams, external suppliers, and third parties.

Key responsibilities of the EDA include:

- Providing continuity by assuming ownership of the end-to-end solution and technical design leadership during the lifecycle of the service.
- Acting as the single point of contact for the Customer and MSI at a technical level during implementation and operation of the service.
- Bridging and integrating business objectives, technology capabilities, gaps and requirements of integration within and between multiple projects.
- Reducing risk associated with multi-discipline, multi-technology deployments by fulfilling the function of Technical Design Authority, incorporating both architecture of and arbitration between different discipline teams.
- Relieving the customer of having to coordinate multiple parties at a technical design level during the implementation of various services by providing a single architectural role that integrates the overall service strategy, design and transition.
- Assessing total cost of ownership (TCO) by holistically evaluating multiple different technology options, to determine the best suited solution, based on a clear understanding of the customer business outcomes.
- Integrating disparate technologies and services as much as possible and specifically identifying limitations at an early stage, substantially reducing the likelihood of rework or changes.
- Applying the appropriate standards and best practices to the customer solution.
- Continually improving quality by stewardship of “lessons learned” with advanced technology deployments and using those to develop services and processes.

### **Solution and Design**

As the solutioning process moves into the Service Design phase stage, the EDA works with Solutions to produce their High Level Design (HLD) after discussions with the customer, Sales and discipline engineers. These high level discussions highlight possible concerns/issues and the requirements of each technology discipline are gathered. The EDA closely manages each team members’ expectations and contributes to the high level design by addressing the following activities:

- Reviews and validates the relevant presales documents and evaluates solutions for technical feasibility; collaborates on the selection of solutions available through the Customer, Supplier and suppliers.
- Analyzes and understands the customer’s business and technical landscape and requirements and identifies technical capability and interoperability challenges as well as costs to overcome these.
- Provides contractual feedback to the bid/solutions team.
- Raises quantified cost impact and risk assessments with commercial teams to achieve a balanced cost estimate.

- Identifies needs and costs for Proofs of Concept (POC) and/or lab testing requirements or additional training. If a pre-sales POC is required, the EDA will assist the sales team and Customer with testing what was designed to verify that the proposed solution meets the Customer's business requirements.
- Verifies and confirms with all involved parties that the solution can be delivered and supported in Service Operations by the Operations Centers in the most efficient way.

### **Delivery**

During Delivery, the EDA works with the relevant stakeholders and project team, engaging the discipline engineers to create the overall low level design (LLD). The EDA ensures continuity of the solution knowledge to the service delivery and operations teams. The EDA is the internal technical representative to Program Management, Project Management, and other departments in this phase, governing the technical implementation of the solution. Each technology discipline is responsible for the integrity of their design, but the EDA is responsible for the integrity of the complete end-to-end design by verifying that all the solutions' requirements are adhered to in each discipline's design.

As such, typical activities of the EDA in this phase are:

- Integrating the technical solution based on input from various engineers and closing technical gaps between all technical disciplines (e.g. WAN/LAN/WLAN, Security, Cloud Services, IP Trunking, Unified Communications, etc..) to facilitate communication and integration between them; develop a technical solution that can be transitioned to a project team to be built or implemented.
- Providing a procedural framework for validating the solution to confirm utility and warranty.
- Engaging the correct technical resources from Supplier, or others, as needed.
- Providing technical leadership to the service delivery teams.
- Overseeing the creation on the LLD, including a Technical Delivery Plan. This document states the approach and also lists the EDA's objectives for the delivery phase of a particular deal. It forms the basis for the project management plan and includes:
  - Technical delivery KPIs/objectives: drive milestone achievement, reduce delivery times, automation, work flows and technical roles & responsibilities (named individuals).
    - Escalation handling.
    - Risk & Change handling in case changes occur in the delivery planning.
    - Validation and Acceptance criteria.
  - Where required, oversee development of Field Operations Instruction Documents and a Technical Acceptance & Testing Document.
  - Pilot/Proof of Concept: Prior to any implementations, each discipline engineer participates in a pilot if required, testing their portion of the solution. If changes to the LLD are required during this proof of concept, these are sent to the EDA for inclusion in

the updated HLD. For the main site(s), the EDA will oversee an end-to-end pilot across all technical disciplines.

### **Operations and Continual Service Improvement (CSI)**

The final stage of the solution life cycle is Manage Ongoing Operations. In closing the delivery phase, the EDA will conduct post mortems and publish the results thereof to improve the processes as input to the overall lessons learnt from the project. At this point, the solution is implemented, and the devices are under management, engineering support transitions to operational support and Network Engineering. Typical activities are:

- Acting as Subject Matter Expert (SME) to the Global Pre-Sales Assessment Team (PSAT) reviewing Impact Assessment Requests (eIARs) and certification requests for new business requirements:
  - Asset Management: End-of-Life/End-of-Support (EoL/EoS) assessments and remediation
  - Risk management: solution variation reporting and control
  - Business and Customer Alignment: New business opportunities, CSI plans: work with, and under the auspices of, the MSI to identify new business opportunity across the Enterprise.
  - Leads and governs all technical teams end-to-end
  - Member of Service meetings with the customer
- Verify the validity of the end-to-end technical solution including configuration standards, Operating System levels, hardware and capacity
- Work with product development to identify potential product enhancements and new product services as required.
- Actively seek continual service improvements, reducing third-party overheads and implementing industry best practices, and as directed by VITA.
- Creation of Technical Review and Innovation Plan, containing a long term technology roadmap to provide technological evolution of the services provided to the customer.

### **LCE/NE – Lifecycle Engineering/Network Engineer**

As new devices are added to an existing managed network or a completely new managed network is brought under Supplier management the Network Engineer will perform the following on those devices under the standard managed device implementation rate.

- Builds logical configurations for management connectivity to the customer's network
- Communicates with customer as necessary for required technical information
- Completes checklist criteria for Enterprise Services Portal (ESP), the Supplier Configuration Management Database (CMDB), activation. With the eBonding in place between the Supplier CMDB and the MSI CMDB, the Supplier CMDB data will be electronically loaded in the MSI CMDB.

- Test devices, to be managed by Supplier's MNS Network Operations Center (NOC), to ensure they meet standards for security and compatibility with existing customer network devices
  - Validates circuits are passing expected traffic
  - Validates Layer 2/3 connectivity as appropriate
  - Confirms Layer 1 and 2 connectivity for the hardware and access
  - Confirms out-of-band modem connectivity as needed

For devices configured and installed by Supplier the following applies:

- Designs and implements configurations on Managed Devices based on customer requests and Requirements
  - Create Site Implementation Document (SID) as needed.
- Ensures acceptable application routing functionality over the network during LAN activations with Customer
- If circuit fails ESP WAN completion criteria prior to management acceptance, engages Supplier provisioning while technician is onsite
  - Resolves activation failures occurring prior to management acceptance
- Technical point of contact during device installation to provide virtual support on all managed equipment including troubleshooting as needed on the circuit, CPE, and Out-of-Band (OOB) management.
  - Verifies and test backup/fail-over solutions, if applicable
  - Quality of Service (QoS) design and implementation.

For devices provided by the Customer in a production environment where Supplier will assume management responsibility (Management Take-Over MTO) the following applies:

- It is assumed that Supplier is only involved with taking management responsibility for the devices. This includes verification of Supplier's MNS NOC standards and completing tasks to bring CPE under management.
- Final approval for an MTO of the existing network will be given after an engineering review of the Customers' network. Both the WAN and the LAN networks will need to be evaluated.
  - Update Customer's engineering documentation on going during WITO then as needed for moves, adds and changes.
  - Report activation failures occurring prior to management acceptance to the Customer.
- Supplier assumes responsibility for backup/fail-over solutions working as intended. Conduct testing after MTO complete, as applicable.

- Individual WAN circuit will be tested as part of the MTO activation process. Any circuit found to have high error levels will need to be corrected by the Supplier and then resubmitted to Supplier for implementation.

### **Change Management Support**

The Network Engineer works with the customer to define requirements, design, document, and work with Supplier MNS NOC to implement changes on Managed Devices. Supplier NOC performs the Standard Change Management (SCM) activities and the Network Engineer performs Optional Change Management (OCM) and design-impacting changes.

- The Network Engineer will represent their scheduled change at Change Management meetings in accordance with ITISP Governance. Attendance is via conference call and only as scheduled and required.
- The Network Engineer designs and implements changes on Managed Devices based on customer requests and requirements. The Network Engineer recommends design changes to correct a network fault or problem.
- The Network Engineer will analyze End of Sale (EOS) / End of Life (EOL) reports for software and hardware upgrades for the customer's network.
- The following physical change activities are performed by Network Engineering but at an additional charge via change orders and may require longer time intervals to complete due to need for technician dispatch and hardware lead times.
  - Hardware Module Upgrade
  - Memory Upgrade
  - Equipment - Replace/Swap
  - Device Moves

The Network Engineer leverages his or her skills and experience to provide valuable input to the customer's network planning, optimization, and growth activities. Specifically:

- The Network Engineer reviews the network performance reports provided as part of Supplier's included Network Analysis service for design planning purposes. Based on this analysis, the Network Engineer will review with the customer certain information, for example:
  - Recommend scalability options (quarterly)
  - Logical addressing
  - Redundancy (logical only) (quarterly)
  - Logical and physical capacity (quarterly)

- The Network Engineer will assess the current Managed Devices and evaluate the benefit and compatibility of new software or hardware releases consistent with Customer's current architecture, and business requirements.
- The Network Engineer will evaluate new technology and recommend technology upgrades for Managed Devices. Recommendations and evaluations are limited to features and services customer requires. Normal charges apply for the implementation of any recommendation.
- All Network Engineering Reports, Recommendations and evaluations will be shared with VITA according to the requirements of the SMM.

### **Support Services**

The Network Engineer provides additional support by coordinating with Supplier internal resources.

- Review and help facilitate resolution on issues for Managed Devices related to operating system vulnerability checks, including operating system upgrades to eliminate known vulnerabilities.
- Provides engineering and technical support on Managed Devices for incident/problem resolution of design related issues identified by Supplier NOC engineers or Managed Device vendor's technical support. Recommends end-of-life remediation for Managed Devices.

### **Network Documentation Maintenance**

For networks designed and implemented by Supplier, the Network Engineer will create Engineering Design Document (EDD). The standard EDD will include high level designs, site diagrams for main sites and site type diagrams for remote sites. A written overview of the network will be created to give an understanding of the network design. Management and interface IP addressing assignments will be documented typically in a spreadsheet. The NE will update the EDD consistent with major in-scope moves/adds/changes throughout the life cycle of the network as the design changes or sites change.

The NE will update network documentation consistent with major in-scope moves/adds/changes throughout the life cycle of the network as the design changes or sites change. The Supplier provided Verizon Discovery Program (VDP) will also provide a logical mapping of the existing networks that are suitable for use as a baseline. All documentation will be updated during the lifecycle by the Supplier provided NE team and stored in an MSI provided repository as documented in the SMM.

### **Solution Architect**

The Solution Architect role works with both the EDA/NE team and well as the PMO Technical Advisor to create system designs and quotes as directed by the MSI. As a key member of the Account team, the Solution Architect provides customer facing support as well as design and pricing components in the solution.

### **PMO Technical Advisor**



The Technical Advisor is responsible for technical and engineering support for the Supplier suite and products and services proposed to VITA in conjunction with the MSI. The PMO Technical Advisor will:

- Propose new technology solutions and offerings
- Evaluate and recommend new technology alternatives
- Recommend capacity management processes
- Develop plans to address recurring issues with Problem Management
- Oversee new technology deployments
- Develop service performance measurements
- Project Manage technical and engineering projects as assigned.
- Work with MSI PMO and Supplier technical leads on the technical and engineering activities, issues, projects, etc.
- Provide configuration Management solution in coordination with the MSI PMO, and Supplier third party partners.
- Facilitate and participate in a technology replenish and refresh program, associated with the Supplier suite of products and services. This will be an exercise further defined and determined following the Managed Takeover (MTO).

## 4.2 Service Catalog Management

The Supplier Program Management Office (PMO) will ensure that service catalog details are maintained, accurate and up to date, and shared appropriately with the MSI. The Supplier PMO will ensure VITA Rules are adhered to and SLAs are met in meeting requirements for the Service Catalog.

## 4.3 Service Level Management

The role of the Service Level Manager is to maintain and improve service quality through agreeing to, monitoring, reporting on and reviewing service level achievement and assist with the resolution of missed or unacceptable service level achievements.

The Service Level Manager will:

- Negotiate, agree, report and review SLAs
- Monitor and measure SLAs
- Co-ordinate service providers, both internal and external
- Develop Service Improvement Plan (SIP)
- Monitor ongoing service management to ensure compliance with SLAs and performance commitments
- Maintain a repository of performance reports

## 4.4 Availability Management

The Supplier Program Management Office (PMO) will monitor and manage meeting the availability requirements for service, and will prepare an Availability Management Plan to assist with decision making and corrective action.

## 4.5 IT Service Continuity Management

Supplier will be prepared with a Disaster Recovery solution; the Supplier PMO will have an IT Service Continuity Manager to provide the governance and technical support involved in planning, preparations and in support of any events.

The IT Service Continuity Manager in the PMO will develop and manage an IT Service Continuity Plan through the life of the contract; it is critical to the on-going, seamless management of the Supplier network and services. Ongoing review and management will be presented to the governance forum for critical assessment and edification. Ensuring the Supplier IT Service Continuity Plan is aligned with the overall integrated MSI IT Service Continuity Plan, which aligns with the overall VITA requirements and expectations.

It is critical that Supplier has a plan, is prepared for potential issues or crisis, can take action quickly and effectively, and gets service back on track in line with service and performance commitments. It is essential that all key and related personnel are well versed and trained in support of the IT Service Continuity Plan.

## 4.6 Capacity Management

Supplier will provide Capacity Management in our solution. The role of the Capacity Manager is to improve the performance and availability of the IT services that the business needs by helping to reduce capacity and performance related incidents and problem. The Capacity Manager also works to ensure capacity and performance are provided in the most cost effective manner. Key responsibilities include:

- Manage current and future capacity requirements, and to ensure cost effectiveness in conjunction with the MSI.
- Performance analysis reporting of usage/network performance and available capacities.
- Integrate with the MSI provided Capacity Management system.
- Provide recommendations where and when to add capacity.
- Analyze reporting data for trends and thresholds for planning upgrades and enhancements.
- Analysis of monitored data may identify areas of the configuration that could be tuned to better utilize the service, system, and component resources or improve performance
- Actively communicate with other Supplier technical resources such as the Network Analyst and Network Engineers to ensure the above responsibilities are achieved.

## 4.7 Security Management

Supplier will provide Security Management in compliance with VITA Rules and Exhibit 2.2 (Description of Services – Cross Functional). The Supplier PMO includes a Security Program Manager and a Technical Advisor to provide governance and technical support to the service, ensuring the right controls are in place, analysis is timely and complete, and planning and strategizing for any future Incidents.

## 4.8 Risk Management

As a compliment to the MSI's risk management process, Supplier has a proprietary due diligence practice that uses a formal approach to Due Diligence, following industry best practices and augmented by ITIL standard processes. Supplier's approach to Due Diligence focuses on a "Zero-Based Assumptions" methodology to validate our solution and to ensure integration with VITA's requirements and complexities. Our objective is to identify and ask clarifying questions and determine how the responses validated (or not validated) our assumptions. Together, Supplier and the MSI will formulate a risk management process and system to best suit the needs and requirements of VITA. The risk management process will be outlined in the SMM.

Supplier will organize and align with the MSI risk management process and tools, to ensure accurate and timely risk management.

The Supplier PMO will include a Risk Program Manager to ensure governance support of Risk Management is on-going, aimed at ensuring Risk are managed, mitigated and resolved.

## **5.0 Service Transition**

### **5.1 Change Management**

Supplier will provide Change Management support. The primary role of Change Management is to protect the business, and other services, while making required changes. Equally important is implementing approved changes in a manner that meets VITA's 's agreed service requirements; with the goal being to manage value for money while optimizing costs.

The Change Manager is also responsible to manage and maintain methods, rules and procedures for all changes to minimally impact the services while following the SMM.

Key responsibilities include:

- Ensuring that standardized methods and procedures are used for all changes
- Providing updates that result from other processes, such as Incident Management and Configuration Management (updates resulting from these processes will be tracked through the Change Management Process)
- Integrating with the MSI provided Change Management process as documented in the SMM.
- Review and propose improvements to the change control process
- Obtain Change Approval
- Oversee Changes to the Services and coordinates with other Supplier resources (i.e. Network Engineering) that implement the Changes.
- Change reporting
- Participation in CAB reviews and ITISP Governance as appropriate and required by the MSI

### **5.2 Change Evaluation**

Change Evaluation is included on the Change Management responsibilities outlined in 5.1. Supplier technical resources such as Network Engineering will provide support and technical guidance.

### **5.3 Release and Deployment Management**

The Supplier Program Management Office Change Manager and Technical Advisor will work with Supplier Engineers, MSI and VITA to plan for releases and subsequent deployments to be as un-disruptive to business as possible.

#### **5.4 Service Asset and Configuration Management (SACM)**

Supplier has proposed a Service Asset and Configuration Manager in the PMO, to focus on improving the overall service performance through the health and accuracy of the network assets, and understanding the configurations and relationships of services and the configurations items that provide them. Additional responsibilities include:

- Forecasting and planning of changes, delivery of service levels and warranties, and the ability to identify costs for a service.
- Defining and documenting Service Asset and Configuration Policies. Maintaining an up-to-date inventory database in the MSI provided Configuration Management System (CMS).
- Updating the MSI provided CMS database when the entries are changed in accordance with Change Management.

#### **5.5 Knowledge Management**

Supplier will maintain a database of information and documentation representative of knowledge sharing between Supplier and incumbent, MSI and VITA to ensure continuity and efficient transition. Supplier will provide this information to the MSI and VITA to be published via the MSI SMS.

### **6.0 Service Operation**

#### **6.1 Service Desk**

Supplier will provide a 7x24 Service Desk for Level 2 and Level 3 Service Operations. This Desk will work with the MSI provided Level 1 Desk to facilitate the management of information, facilitate communication and promote effective service delivery. This Desk will interface with the MSI provided SMS for ticket management. Additional Supplier Service Desk functionality includes ticket triage for both the WITO and steady state phases of Operation. During the WITO phase the Service Desk provides the critical task of ensuring that all tickets are applied to, and being worked on, by the appropriate Supplier NOC (either the Chester, Va based WITO NOC or one of the steady state Supplier NOCs). In the steady state phase operations phase the Service Desk will continue to triage tickets between the various Supplier NOCs as well as any subcontracted NOCs in scope (i.e. PCN NOC for DDI support). The Supplier Service Desk will be physically located in a Supplier NOC location but is expected to work closely with the MSI provided Service Desk to ensure that tickets are managed to effective closure.

#### **6.2 Major Incident Management**

Supplier has provided 7x24 Major Incident Manager support for Severity 1 Incidents.

### 6.3 Event Management

Supplier will provide Event Management as part of its Incident Management platform. Supplier uses a proprietary correlation engine to effectively filter Events such that only those that rise to the level of Incidents have tickets opened. As agreed to by VITA, Supplier will provide Incident ticket details including any available SNMP information to the Service Now platform.

### 6.4 Problem Management

Supplier will provide a Problem Manager who is tasked with the following:

- Reduce the number and duration of Incidents
- Reduce unplanned labor caused by Incidents and create the ability to resolve Incidents more quickly through recorded known errors.
- Reduce workarounds.

Additionally the Problem Manager will work to manage the lifecycle of Problems and maintain minimal impact to the IT infrastructure. This includes:

- Overall responsibility for managing the lifecycle of all Problems
- Monitor and reporting on critical Problems, via root cause analysis
- Prevent Incidents from happening, and minimize the impact of Incidents that cannot be prevented
- Root cause analysis of critical Incidents as directed by MSI
- Identify, develop and log workaround for all Problems
- Maintains information about Known Errors and Workarounds

In the performance of their duties the Problem Manager will utilize the integrated Problem Management process defined in the SMM. A Root Cause Analysis will be completed for all Severity 1 Incidents and as directed by the MSI or VITA.

### 6.5 Request Management and Fulfillment

The Supplier Program Management Office will work closely with the MSI to ensure the request management process is efficient and effective and meeting the needs of the Customers. Supplier will ensure VITA's rules are followed.

The Supplier Program Management Office (PMO) model proposes an Order Manager who will oversee and assist with coordination of the Request Management process. Workflows will be designed as part of the process & procedure manual (PPM) development.

## 6.6 Access Management

Supplier will provide support for Access Management for Supplier provided services via a combination of the PMO Program Security Manager and Supplier internal Identity Access Management tools. The Program Security Manager will be responsible for the interface to the MSI providing the notifications, reviews and reports required in Exhibit 2.2 as well as the Supplier's internal subject matter expert for any questions pertaining to the Security requirements of the program. The Program Security Manager will also be the Supplier's focal point for any Audit requirements of the Supplier's services or facilities. Supplier has internal Identity Access Management tools that will be utilized. As an example, in the Supplier NOC, access is controlled via the following process:

- Supplier NOC engineers are limited to access only managed devices for which they are responsible.
- The same system audits Supplier corporate directory for both management changes and terminations
- Supplier Jump host access is handled by centralized authentication.
- Access to Customer devices is controlled by TACACS+ or RADIUS.
- Access is logged, where available command logging is also stored for later retrieval
- Supplier security policy mandates proper handling of Customer data.
- All Supplier management domains use route filtering to assure managed network traffic is recognized as appropriate to that domain.

## 6.7 Supplier IT Operations

Patch management is provided by Supplier via a combination of various NOC engineering resources and the EDA/Network Engineering staff in conjunction with the Change Management process. Supplier will provide its own server support for NOC tools located in redundant data centers. Supplier will also deploy REST API eBonds to the MSI systems for electronic transfer of the following data:

- Incident Management
- Service Management
- Change Management
- Inventory/Asset Management

## 7.0 Continual Service Improvement

### 7.1 Service Review and Reporting

Supplier will provide all mutually agreed to service and performance reports and will meet with MSI and VITA as needed to review and discuss findings, and next steps. Supplier will work with MSI on an on-going process improvement plan.



## **7.2 Process Evaluation and Currency**

Supplier will work closely with the MSI to review and improve processes to ensure efficiency and effectiveness and that all Supplier processes and procedures are documented accordingly in the SMM.

## **7.3 Service Measurement**

Supplier wants to ensure that service meets the needs of the requirements; Supplier will partner with MSI to determine the appropriate data to be collected from the surveys, to gather feedback from Customers to understand the value and quality of services and learn more about how Supplier can improve. Measuring the quality and value of our services is critical to our success.

## **7.4 Improvement Planning**

Supplier is providing EDA, NE and PMO Technical Advisor support for Improvement Planning; a Service Improvement Plan will be prepared, reviewed with VITA, MSI and ITISP Governance, and any mutually agreeable improvements will be made. Improvement Planning is an on-going process and will be discussed and reviewed via the ITISP Governance infrastructure.

## **7.5 Technical Innovation**

Supplier will support the Technical Innovation program outlined in Exhibit 2.2 with a combination of Engineering and PMO resources integrated in a manner to support the Innovation goals of the program. The Supplier EDA role is the lead Architect to support this effort and will attend the regular forums and provide insight on areas that would lead to service delivery improvements. In coordination with the Supplier Tech Advisor and NE team, the EDA will also lead efforts to support the various MSI plans in 2.2 (Technology, Security, ITISP Innovation, etc.).

## **7.6 Technical Currency**

Supplier will support the Technical Currency program outlined in Exhibit 2.2 with a combination of Engineering and PMO resources integrated in a manner to support the Refresh goals of the program. The support of the annual plan requirement will be a joint effort of the Supplier NE, EDA and PMO Tech Advisor roles. These roles are also responsible for the required quarterly asset reviews. The management execution of the plan, as well as the planning dates, will be provided by a Supplier Project Manager, whilst the actual deployment of code is accomplished by the Supplier NE role. All tasks, as documented in the SMM, are to be completed under the coordination of the MSI.

Virginia Information Technologies Agency



## **Exhibit 2.4**

### **Implementation Plan**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

**Table of Contents**

1.0 Implementation Overview.....3

    1.1 Implementation Guiding Principles and Critical Success Factors.....7

    1.2 Solution Timeline.....7

    1.3 Critical Dependencies and Assumptions .....9

2.0 Implementation Plan ..... 11

    2.1 Implementation Approach and Methodology..... 11

    2.2 People, Skills and Training ..... 15

    2.3 Solution Implementation..... 15

    2.4 Implementation Assistance Support ..... 16

3.0 Other Implementation Elements..... 19

    3.1 Roles and Governance Alignment ..... 19

    3.2 Program Communications Management ..... 24

    3.3 Implementation Risk Management..... 26

    3.4 Additional Information ..... 27

## 1.0 Implementation Overview

The Supplier's approach to implementing the Services consists of a phased services implementation program based on the Supplier's due diligence, thought leadership in organization design, and controlled execution of the Implementation Plan.

The Supplier's Implementation Plan is divided into three unique phases:

- Phase I Pre-Walk In Take-over (Pre-WITO);
- Phase II Walk In Take-over (WITO);
- Phase III Managed Take-over (MTO).

Each phase incorporates different activities and efforts as well as key milestones. The Implementation Milestones chart, with key activities and timelines, is provided in Section 1.2 (Solution Timeline) below. In the following section, the Supplier has outlined a three phase approach to implementation designed to meet the Commonwealth's required deadlines. Each of the three program-level Phases described below will be approached using a standard project-level methodology and framework that consists of: Initiation, Planning/Design, Execution/Implementation, Controlling, and Closing/Acceptance. Section 2.1 (Implementation Approach and Methodology) provides more detail on each of the project-level phases. While the descriptions below provide insight into some key focus areas, the Supplier will continue to review the people, processes, tools and technology domains of interest to augment all of its planning and execution activities.

### Phase I Pre-WITO

In this initial Phase, Supplier will work with the Commonwealth, MSI contractor, and Incumbent to better understand the current environment and initiate activities to baseline the organization structure, engage in resource planning and develop the Detailed Implementation Plan with the Commonwealth.

The Pre-WITO Phase is divided into three main areas of focus; Human Resource Planning, Operations Management, and MSI Integration. Further details on each of the areas are addressed below.

#### ■ Human Resource Plan

- As discussed in previous meetings, the Commonwealth will assign an HR Lead to work with Supplier to review staffing options and identify any restrictions related to a transfer of the Incumbent staff to the Supplier.
- The Supplier will:
  - Work with the Commonwealth to receive and review the Incumbent staff documentation, including position titles, skill/experience, salary and other pertinent information.
  - Create and review a HR resource plan with the Commonwealth.
  - Design and implement town hall events in coordination with MSI to solicit participation from key Incumbent staff to initiate further employment options.

- Finalize the HR resource plan, including working with the Incumbent's HR Lead to address release dates, timelines, and associated salaries/benefits in the Incumbent's identified staff to accept offers of employment from the Supplier organization.
- Once new staff has been identified and skills evaluated, the Supplier will develop the training plan for the new staff to properly support the Services and to adhere to Supplier's protocols and procedures.

■ Operations Management

- The Supplier will:

- Receive and validate the asset inventory list to enable an accurate asset transfer to the Supplier. If an accurate inventory list is unavailable, Supplier will conduct a virtual network device discovery with the Incumbent to create a baseline asset inventory.
- The Supplier will review network device discovery results with the MSI and Incumbent and prepare to populate the CMDB with the complete asset inventory.
- Receive and review the Incumbent process and procedures manual which will be used in the creation of the training plan for WITO employees.
- Review in-flight projects to determine if they are properly funded and have assigned resources available through and after Commencement date.
- Obtain all contracts of in-scope Incumbent Third Party Vendor contracts, including service levels (carrier services, maintenance services, power system, supplier, etc.) to identify gaps and issues with the transfer of the contracts to the Supplier.
- Work with the Incumbent and the Commonwealth resources to formulate required communications plans to mitigate service interruption.
- Develop specialized testing plans, as required.
- Develop a plan for a 120 day "shadowing" period, prior to the WITO date, in which new Supplier personnel will partner with the Incumbent personnel to execute final knowledge transfer in preparation for assumption of services and operational governance.
- Conduct tests for service operations, management & support processes, refine a baseline timeline, and developed a resource management model.
- Develop and execute the Communication planning between the Commonwealth, MSI, Incumbent, and any other key stakeholders to ensure acceptance of WITO.

**■ MSI Integration**

- The Supplier will work with the MSI to:
  - Plan, review and complete the VDN components of the Service Management Manual (SMM) to reflect the managed environment expected at Service Commencement and obtain approval from VITA
  - Provide assistance in the creation of the CMDB and Service Catalog.
  - Review Managed Take-over (MTO) and Steady State effort.
  - Complete the necessary systems integration of both parties' process and tools, including e-bonding between Supplier and MSI's systems.
  - Complete the acceptance tests and certify integration is ready for operational use.

**Phase II – WITO (Walk in Take Over)**

In Phase II, Supplier will assume operations from the Incumbent and provide support services. The Supplier's Phase II activities have been planned to ensure Supplier will assume and provide required services on the Commencement Date. Activities and efforts to meet this planned date are provided below:

Supplier will:

- Communicate the full transfer of services to all key stakeholders.
- Assume management of all Incumbent legacy operations, related to the Services, including systems, tools, processes, and performances.
- Review Service Performance metrics and reporting with MSI and the Commonwealth for Phase III (MTO).
- Conduct Implementation project planning meetings and workshops with all stakeholders.
- Update the Implementation Plan via established change control management processes.
- Assume management of network assets and confirm readiness to assume the responsibility for the operational environment.
- Validate and certify that the Incumbent exit plan has been completed.

Phase II is expected to last approximately 13 months and run concurrently with the 13 months planned for Phase III (MTO).

**Phase III - Managed Take-Over (MTO)**

Managed Take-Over (MTO) is one of the most critical stages of Supplier's phased approach for delivering a next generation networking solution for the Commonwealth. The Supplier's MTO consists of the detailed planning and execution activities required for the successful migration of technical, operational, and managerial responsibilities from the legacy WITO environment to the Supplier platform. The Supplier's

networking solution for Commonwealth is based on information known to Supplier about the customer environment from the current business partnership, as well as from additional information provided by the Incumbent, MSI and Commonwealth throughout the pre-WITO and WITO phases.

In Phase III, Supplier will conduct the following activities:

- Review the MTO Implementation Plan with the Commonwealth and MSI and once approved, execute the approved MTO Implementation Plan.
- Create a technology refresh plan to address hardware identified as having pre-existing issues (as defined in Agreement), taking into account any access, timing or blackout date issues.
- Work with Commonwealth and MSI resources to establish and enable the governance model throughout implementation period.
- Conduct Service operations acceptance testing with the Commonwealth and MSI.
- Migrate to the Supplier network management operations and procedures.
- Participate in change control and governance processes with the Commonwealth and MSI.
- Initiate plan to refresh hardware identified as having pre-existing issues (as defined in the Agreement) and confirm all hardware has been identified and remediated.

Supplier's key objectives for the successful implementation are:

- Development of a jointly agreed Implementation Plan and supporting schedules to cover all activities, identify roles and responsibilities, costs, timelines, risk and contingency plans and project controls.
- Communication is critical to MTO. Supplier believes the coordination between the Commonwealth, Commonwealth Service Providers, and Supplier will require continuous cooperation at all management levels. Supplier will ensure that a comprehensive and effective communication plan is developed and presented in the first stages of the implementation program and maintained throughout the program execution.
- The Supplier integration into the Commonwealth's steady state governance structure forms a key part of the long-term integration strategy and assurance of operational compliance with the Agreement and will be enabled as a priority within the Supplier's organization.
- Development of a risk mitigation strategy to deliver a seamless managed take-over of the existing in-scope services and technical environment with minimal to no disruption to users.
- Develop and execute on well-defined project and program management processes to ensure continued stability of the environment including all service towers and components.

Supplier believes the above approach provides a solid foundation for the MTO of services upon which successful execution can be achieved in a low risk, iterative manner where lessons can be learned and applied to successive efforts. Supplier will work closely with the Commonwealth's financial team to identify potential savings and to target a schedule to maximize this benefit. A robust risk management activity will support mitigation of risks associated with MTO.

## 1.1 Implementation Guiding Principles and Critical Success Factors

To protect the key interests of the Commonwealth during implementation, the Supplier will adopt the following guiding principles, which are expected to have a direct and critical impact on the effectiveness, efficiency, and viability of the Supplier's solution:

- Establish commitment, responsibility, and task clarity among all stakeholders.
- Engage transparent and partnership-oriented governance and communication to ensure information is available to support timely decision making and address identified issues/risk in the context of overall project deliverables, milestones and deadlines.
- Ensure priority is always given to those considerations and services that directly impact the Commonwealth's "life and safety" objectives.
- Develop well defined Scope of Works.
- Provide a sound information management model with:
  - Dedicated and designated support resources on Supplier teams
  - Collaboration on process changes /re-engineering
- Leverage Supplier knowledge and resources including
  - Help Desk support services
  - Networking support services (WAN, Voice Systems, and Transport)
  - Third Party Vendor management and support services
  - Incident Management, Request Management, and Escalation support services
  - Comprehensive knowledge transfer process and operational sign-off

## 1.2 Solution Timeline

The chart below is the overview of the Supplier's Implementation Plan, highlighting the key milestones through the process timeline. Greater detail of the milestones, dependencies, acceptance criteria, and due dates are provide in Exhibit 2.4.1. Supplier recognizes that this plan is subject to further joint review and adjustment during the pre-WITO period, with the intent to have a baseline Implementation Plan reviewed and approved before WITO.



Figure 1: Supplier proposed Implementation timeline

| Verizon Implementation Milestones |   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    |           |            |      |
|-----------------------------------|---|---------------------------------------|---|---|---|---|---|---|---|---|---|------|---|---|---|---|------|---|---|------------|----------|---|---|---|---|---|---|----|-----------|------------|------|
|                                   |   | 2018                                  |   |   |   |   |   |   |   |   |   | 2019 |   |   |   |   | 2020 |   |   | Start Date | Due Date |   |   |   |   |   |   |    |           |            |      |
| Phase                             | Milestone/Activity                          | J                                     | F | M | A | M | J | J | A | S | O | N    | D | J | F | M | A    | M | J | J          | A        | S | O | N | D | J | F | M  |           |            |      |
| Phase I<br>Pre-WITO               | Milestone #1 Agreement Signature            |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   | -4 | 8/15/2018 |            |      |
|                                   | Milestone #2 Create Staffing Plan           |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/18/2018 |      |
|                                   | Milestone #3 Review Third Party Contracts   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 9/18/2018  |      |
|                                   | Milestone #4 Review Incumbent PPM           |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 9/19/2018  |      |
|                                   | Milestone #5 Asset Review                   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/18/2018 |      |
|                                   | Milestone #6 Review Network Diagrams        |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/18/2018 |      |
|                                   | Milestone #7 Review In-Flight Projects      |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/18/2018 |      |
|                                   | Milestone #8 Baseline Implementation Plan   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 11/1/2018  |      |
|                                   | Milestone #9 Access to Facility/Personnel   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 9/18/2018  |      |
|                                   | Milestone #10 Reserved                      |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    |           |            |      |
|                                   | Milestone #11 Provide TOSA                  |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 9/1/2018   |      |
|                                   | Milestone #12 Complete Transfer of Services |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/1/2018  |      |
|                                   | Milestone #13 Provide SMM Draft             |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 10/18/2018 |      |
|                                   | Milestone #14 Occupy Incumbent Facilities   |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 12/15/2018 |      |
|                                   | Milestone #15 Provide SMM for Approval      |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 11/15/2018 |      |
|                                   | Milestone #16 Receive Network Docs/Diagrams |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -1        | 12/15/2018 |      |
|                                   | Milestone #17 Transfer of Resources         |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -1        | 12/15/2018 |      |
|                                   | Milestone #20 Validate Incumbent Exit Plan  |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+1       |      |
|                                   | Milestone #21 MSI Integration and eBonding  |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | -4        | 12/1/2018  |      |
|                                   | Milestone #24 Asset Inventory and CMDB      |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | 12/1/2018  |      |
|                                   | Phase II                                    | Milestone #18 Assume Network Assets   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | 12/15/2018 |      |
|                                   |   | Milestone #19 Commencement Date       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | 12/15/2018 |      |
|                                   | Phase III<br>MTO                            | Milestone #22 Technology Refresh Plan |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+1       |      |
|                                   |   | Milestone #23 Initial Technology Plan |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    |           | 0          | CD+3 |
|                                   | Milestone #25 25% MTO Completed             |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+5       |      |
|                                   | Milestone #26 50% MTO Completed             |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+8       |      |
|                                   | Milestone #27 75% MTO Completed             |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+11      |      |
|                                   | Milestone #28 Refresh of Hardware           |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+13      |      |
|                                   | Milestone #29 100% MTO Complete             |                                       |   |   |   |   |   |   |   |   |   |      |   |   |   |   |      |   |   |            |          |   |   |   |   |   |   |    | 0         | CD+13      |      |

Service-specific planning activities and focus will align directly with associated complexity. Supplier is aware that some service migrations, such as UCCaaS, VOIP, Secure Gateway and PIP, will require extra focus and planning with Commonwealth. To mitigate the risks associated with new service migrations, the Supplier will establish clear project activities, conduct additional discovery, leverage dedicated resources, and follow established management processes and reporting.

The Implementation Plan presented above provides an outline of the key milestones “from the start of pre-Implementation activities through the point at which the Supplier expects it will be delivering predictable, repeatable Service Delivery Results that meet the requirements.” The plan breaks down the milestones into three phases (as outlined in Section 1.0 Implementation Overview) and shows the planned start and stop dates for each activity. The Supplier has provided a timeline, with the activity timeframes being shown with shaded blocks.

Critical milestones related to the Implementation Plan are provided in greater detail in a separate document, Exhibit 2.4.1 Implementation Milestones, which provides key activities pertaining to milestones, including:

- Milestone – brief listing of the activity/event
- Category – type of function for the Milestone
- Description – information on what Supplier will need to do to address the milestone
- Dependencies on Others – correlates the impact of the Milestone to other Milestones
- Dependencies – shows what effort is required of Commonwealth or the Incumbent in order to meet the milestone
- Risk Mitigation Approach – plan by Supplier if there are obstacles in having the Dependencies accomplished in order to address the Milestone
- Acceptance Criteria – what needs to be accomplished or delivered to Supplier in order for Supplier to meet the outlined Milestone
- Start/Due Dates – dates based upon the Agreement execution between the Commonwealth and Supplier
- Duration – length of time activity will be undertaken

The Supplier solution timeline addresses the key activities which need to be accomplished in order to meet the schedule WITO start date. Ongoing plan refinement will be managed by the Supplier and will be based on collaboration with the Commonwealth, MSI, and Incumbent.

The Supplier's Implementation Milestone plan in Exhibit 2.4.1 includes the critical deliverables referenced in Exhibit 3.3 Critical Deliverables.

### 1.3 Critical Dependencies and Assumptions

Critical Success Factors (CSFs) have a direct impact on the effectiveness, efficiency and viability of the solution supporting the implementation guiding principles. In conjunction with the critical success factors for Supplier's Implementation Plan, the Supplier's plan is aligned with the other critical deliverables, as provided by the Supplier in Exhibit 3.3 Critical Deliverables.

The following critical dependencies and assumptions are necessary from the Commonwealth, MSI, and Incumbent as part of the implementation planning, solution development, operational readiness assessment, and work turnover.

- MSI Collaboration: MSI designated to work collaboratively with the Supplier and Incumbent as required to facilitate Supplier's creation of interfaces for tools/systems/applications and user acceptance and production testing of such interfaces. The MSI needs to ensure that subject matter experts are readily available during the entire implementation period
- Qualified Commonwealth Resources: Resources dedicated to the implementation team, including a dedicated "Transition Project Executive," during the entire implementation period
- Commonwealth Scheduling: Supplier will be provided with the Commonwealth's blackout dates, hours, and time restrictions for migration of devices to occur with any exceptions noted for staffing/scheduling optimization by Supplier, the Commonwealth, and relevant Third Party Vendors

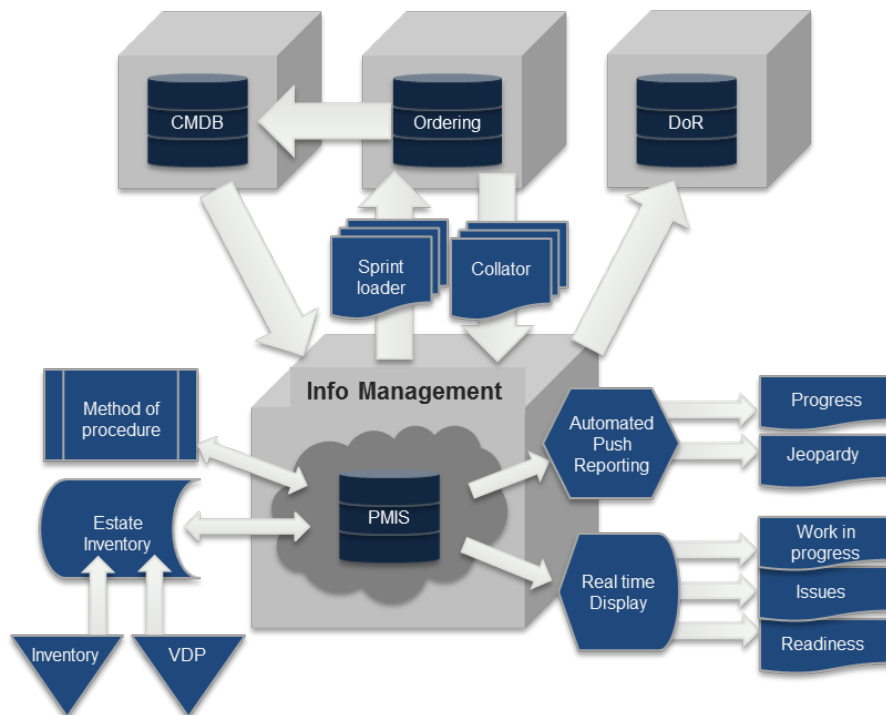
- Commonwealth Cooperation: As defined in Exhibit 2.4.1, the Commonwealth will:
  - Communicate to Supplier any changes in local contacts/alternate contacts;
  - Communicate the project and its timeframes and scope to all local and alternate contacts;
  - Support the resolution of implementation issues with Commonwealth Third Party Vendor service providers, such as local access providers;
  - Work with the Supplier to produce a mutually agreed-to set of metrics as specified in the Implementation Plan; these metrics will be used by the implementation team to measure progress;
  - Facilitate implementation, project management, and timely issue resolution mechanics through communications with Commonwealth-identified resources; Commonwealth to provide an escalation chain to ensure the appropriate business stakeholders are identified;
  - Participate in a mutually agreed upon change management process regarding the implementation services and provide escalation assistance as needed;

## 2.0 Implementation Plan

### 2.1 Implementation Approach and Methodology

The Supplier’s Implementation Plan is governed by a strong implementation methodology to ensure the Services are delivered on time, and within budget. This implementation methodology is managed via the Supplier’s enterprise program information management tools as represented in the following diagram.

## Enterprise Program Management System



The Supplier’s overall approach and methodologies are defined as Initiation, Planning/Design, Execution/Implementation, Controlling, and Closing/Acceptance. These 5 key implementation phases are described below.

The **Initiation Phase** is the engagement of the project team including technical and implementation resources to determine project and services scope. This Initiation Phase provides customer overview to the Supplier project team, reviews the physical network topology, and sets the Commonwealth and team expectations on the level of effort, roles and responsibilities. In this phase, the Supplier reviews the run rate requirements for site deployment, site priorities, blackout dates, and any other key planning guidelines such as data gathering and network discovery.

The Supplier will require a complete inventory for all devices to be managed. This asset inventory will be completed by the Supplier and will be gathered from the Commonwealth records, MSI and Incumbent reports, site surveys, and Supplier automated network discovery tools.

The **Planning/Design Phase** gathers and confirms the Commonwealth requirements (Statement of Requirements) for incident and change management. The Planning/Design Phase determines and establishes the project plan and timeline, develops any custom service migration strategy, and identifies any network access required to deliver the Services. This phase develops and executes project and program communications to stakeholders, performs due diligence to validate assumptions, and conducts network design reviews. Critical to the Planning/Design Phase are the validation and acceptance of inventory data related to devices, circuits, and sites, execution of Third Party Vendor Letters of Agency (LOA), and development and approval of the customer design document (CDD).

The **Execution and Implementation Phase** includes Supplier's monitoring of the Implementation Plan's critical paths, tracking and progress reporting on milestones, and deliverables. This phase encompasses maintaining site inventory, completing Supplier managed services order requests, implementing out-of-band management access, confirming management process test acceptance, completing service operations handover from the Incumbent, and communicating implementation status to the Stakeholders.

The **Controlling Phase** validates the Commonwealth site information at time of activation such as expected hardware, expected circuit information to ensure no circuit errors. During this phase the Supplier : (i) confirms information during management acceptance, (ii) conducts weekly project meetings with project stakeholders including the Commonwealth, Third Party Vendors, project/program management, Supplier account management, and network operations and (iii) establishes exception handling, and tracks issues to resolution..

The **Closing/Acceptance Phase** completes the implementation with the Commonwealth's acceptance that:

- The Incumbent's Service operations have been terminated
- The CPE refresh for the implementation period has been completed
- Supplier has demonstrated that Service operations have been integrated to the satisfaction of the Commonwealth and MSI

## Implementation Approach

Supplier will support the "Walk in Take Over" (WITO) via a two phase approach (e.g., Phase I Pre-WITO and Phase II WITO) during which the Commonwealth, Supplier and Incumbent will collaborate to conduct a full service operational transfer of knowledge, share required information supporting the disentanglement, and migrate the existing Incumbent service operations to Supplier for on-going governance and performance management.

An important component of the Supplier's implementation efforts is the collaboration and cooperation of the Incumbent. The Supplier Implementation Plan assumes that the current Incumbent support for the Services is maintained 'as is' during this WITO Phase and in parallel with the Supplier service operations for a period of time to sustain existing service performance and business continuity throughout the WITO phase of the engagement.

The Supplier will work with the Commonwealth, MSI and Incumbent to ensure processes, procedures, systems, tools and resources are securely in place and prepared for a transfer of management responsibility to the Supplier. Comprehensive implementation planning following a clear RACI (Responsible, Accountable,

Consulted, and Informed) model will be prepared by Supplier to support of Phase I Pre-WITO and Phase II WITO. Plan details will be reviewed and validated by the Supplier with both the Commonwealth and Incumbent to ensure that the plan is comprehensive, maintains a critical path of tasks and milestones to achieve the disentanglement of the Incumbent supplier services, and meets the Commonwealth's and Supplier's contractual and financial objectives.

During Phase I Pre-WITO, Supplier will have a "shadowing" period, prior to the WITO date, during which Supplier personnel will partner with the Incumbent personnel to prepare for the final knowledge transfer and assumption of service operational governance. During this period Supplier will establish and provide the appropriate staffing levels (surge) required to support the service operations post Incumbent disentanglement. A key dependency for this 'shadowing' period is for the Commonwealth and Incumbent to provide explicit approval for Supplier to access, occupy and utilize facilities currently used to provide the in-scope services, commencing four months prior to the agreed Commencement Date.

Prior to the Commencement Date, the Supplier will commence shadowing, where the Supplier will observe the Incumbent activities. At the Commencement Date, the Supplier will assume primary management role leveraging the existing Incumbent systems and tools. The Incumbent will support the Supplier in this activity to ensure that the performance objectives are met. From Commencement Date forward, the Supplier will assume full management of the operational environment and manage the Services using these legacy systems and tools until the Supplier has prepared for and completed the MTO.

As the Incumbent completes their commitment and exits from the existing contractual relationship, the Supplier will begin execution of the Phase III Managed Take-Over (MTO) phase, currently planned to last for 13 months, while placing maximum emphasis on the sustainability of the WITO service operations.

Supplier and Commonwealth will jointly plan the MTO phase based on agency/site/user priorities and scheduling while keeping the continuity of the Commonwealth service operations as a key priority. The MTO will include evaluation and impact assessment for an on-going technology refresh plan.

The Supplier's MTO processes are heavily automated to reduce service disruption and are dependent on a full service operations platform being tested and integrated into the Commonwealth, Supplier and MSI process and procedures. Further definition of the solution implementation is in section 2.3.

The Supplier leverages an ITIL v3 Service Design and Implementation process to certify all operational processes as 'Fit for Use' prior to the technical MTO and transfer of operational support to the Supplier network operations platform.

The Supplier's Managed Take-Over (MTO) planning process includes discovery and due diligence to collect and verify existing inventory and service requirements for the MTO phase. The Supplier's MTO may include site surveys and/or utilization of network discovery tools and processes to validate inventory and asset information. Supplier assumes that some of this planning will begin during the Pre-WITO and WITO phases to ensure meeting the overall Implementation Plan critical milestones as described in Exhibit 2.4.1. The Supplier is able to MTO as many sites/devices as the Commonwealth's schedule will allow with full compliance with the change control approval process. Given the number of in-scope Services, the Supplier will develop a plan that balances the following considerations:

- Site level MTO readiness will be initially validated using a limited number of "pilot" sites to test all Supplier's and MSI's compliance to Commonwealth's service delivery processes

- After the “pilot” is complete, the Supplier will make modifications to systems, processes and communications to address any service delivery or support issues identified during the pilot requiring corrective action
- Continuous improvement opportunities will assessed and implemented at the completion of each MTO cycle
- Services that can be deployed independent of physical site-level activity will be planned accordingly for MTO with Commonwealth (e.g., DDOS, DDI, SCI, Secure Gateway, etc.)
- Services requiring Supplier’s implementation of infrastructure enabling components to support site or service MTO will be completed prior to the beginning of any site MTO so that all Services can be fully enabled in an approved change window. The target approach is to complete all Services at a site as part of a single, consolidated activity, to include any CPE refresh activity related to devices with pre-existing issues
- Site level MTOs that can be accomplished remotely will be given priority for early scheduling, where as those sites requiring onsite activity will be targeted for MTO once all site activity has been completed and is certified as ready for migration
- While the Commonwealth will provide significant input into the overall site MTO planning, it is understood that “life and safety” concerns and service continuity of key Commonwealth operations are the concern and priority of all stakeholders

The below table provides a recommended view of the required activity for each in-scope Service that will be part of the MTO as described in Exhibit 2.3.1 Solution – Managed Network Services.

| <b>Transfer of Services Agreements (TOSA)</b> | <b>Infrastructure Enabling Components</b> | <b>Site-Level Remote Only</b> | <b>Site-Level Site Visit Required</b> |
|---|---|-------------------------------|---------------------------------------|
| Dedicated Internet                            | Managed WAN                               | Managed WAN                   | Managed WAN                           |
| IP Contact Center                             | Managed LAN                               | Managed LAN                   | Managed LAN                           |
| VCE   | Managed WLAN                              | Managed WLAN                  | Managed WLAN                          |
| VCC   | UCCaaS                                    | UCCaaS                        | UCCaaS                                |
| PIP (Transport)                               | VoIP (TSO)                                | VoIP (TSO)                    | CPE                                   |
| SONET   | WebEx                                     | WebEx                         | Secure Gateway                        |
| SIP   | CCA                                       | CCA                           |                                       |
|   | Audio Conferencing                        | Audio Conferencing            |                                       |
|   | Secure Gateway                            | Secure Gateway                |                                       |
|   | DDI                                       | DDI                           |                                       |
|   | DDOS Shield                               |                               |                                       |
|   | SCI                                       |                               |                                       |

The overall timeline for the discovery and MTO phases would be approximately 12 months depending on the site and device volumes.

## 2.2 People, Skills and Training

The Supplier takes great care in finding, hiring, training and retaining resources. The Supplier will align its Human Resources planning with the overall strategic business integration strategy for the Commonwealth.

As reviewed in previous discussions with the Commonwealth, the Supplier's first step to hiring the necessary resources is to work closely with the Incumbent to retain skilled, experienced staff. The Supplier's initial resource acquisition strategy is contingent upon the specific requirements in the Commonwealth and Incumbent Disentanglement Notice. The Supplier's approach to acquiring and retaining the necessary resources and skills to implement the Services includes the following:

- Identify key functions, skills and the Incumbent staff needed to implement services. Key activities include:
  - Receive information from the Incumbent on key support staff
  - Create a hiring plan to target identified Incumbent staff
  - Develop a communication plan to allow interaction with the identified Incumbent staff
  - Offer at-will employment to key Incumbent staff
- Manage staffing issues due to the Disentanglement Notice with the Incumbent pertaining to offering employment to specified staff: the Supplier will identify qualified internal Supplier staff, and utilize staff recruiting firms to identify and hire qualified staff for key support roles.

## 2.3 Solution Implementation

The Supplier will execute the Implementation Plan in three phases, with each one addressing specific functions and providing the required support services.

In the Pre-WITO phase, Supplier will collaborate with all stakeholders to identify, hire and train qualified staff and to incorporate a shadow period to ensure institutional knowledge transfer. The Supplier will receive from the Commonwealth and Incumbent the operation/technical documents and diagrams for review and will collaborate with the MSI to ensure accurate and timely integration with their ServiceNow platform. Key to the Supplier's Implementation Plan is access to the Incumbent systems, tools, and processes to enable the transfer of services to the Supplier with minimal disruption to the Commonwealth's operations.

During the pre-WITO phase, Supplier will deploy its implementation team, who will be responsible for reviewing and analyzing existing Incumbent processes and procedures, in order to develop and document the new processes and procedures.

The implementation team will, using best practice methodology, design, develop and document the Supplier's working processes into a Process & Procedure Manual (PPM).

During MTO, the Supplier's implementation team will prepare to migrate all the applications, devices processes, and service operations to the Supplier's Service platforms. The Supplier will embrace key core processes (change, communication and incident), and develop a progression plan towards mutually agreeable cross functional core business processes.



The Supplier will plan and execute MTO activities that that will ensure there is minimal impact to the quality of service delivery, to include:

- With the MTO Phase, the Supplier’s implementation team will review detailed MTO planning activities with the Commonwealth and MSI before beginning execution as noted above in Section 2.1. There are a number of considerations that will be evaluated to support successful MTO, to include service attributes, site readiness attributes and collaboration regarding overall prioritization of sites and services accommodating the Commonwealth’s service operations continuity. These considerations will represent key inputs into the MTO planning and review process, schedule development and change control preparation and approval.
- The Supplier’s use of automated device discovery tools will contribute to the building of a complete and accurate list of the in-scope devices, services, configurations, software versions, and other information critical to a successful service migration from the Incumbent service platform to the new Supplier service platforms. This will further ensure MTO planning and execution activities are fully coordinated and approved with the Commonwealth in advance of execution.
- The actual execution of MTO in many cases consists of the automated, scripted remote managed implementation of non-service impacting configuration changes to the managed devices in advance of the planned for migration, which then allows the Supplier to prepare the device for the scheduled migration event and testing which then allows Supplier to begin monitoring and managing the devices on the new service platform.
- Migration to Supplier managed “steady state service operations” consists of the acceptance of the device into the network management platform and the Supplier Operations Program Management and Network Engineering teams. This phase is highly structured and monitored to ensure a smooth migration of support from the initial MTO and design teams to the on-going Supplier day-to-day management and governance teams. Post-implementation reviews will be used to support continuous improvement objectives.

The MTO migration is planned to begin in December of 2018 and will be completed in approximately 12 months. Supplier will work closely with the Commonwealth and MSI to review the service performance (SLA/SLO) requirements and develop the proper compliance reporting mechanisms.

## 2.4 Implementation Assistance Support

The Supplier has identified key support assistance and requirements in Exhibit 2.4.1. At a high-level, Supplier will provide the following implementation assistance support required from the Commonwealth and Incumbent necessary for successful planning and delivery:

- **Critical Information**
  - Accurate site information on inventory associated with devices, configurations, circuits, sites, systems, tools, processes and personnel.
  - Identification of the Incumbent technical point of contact
  - In-flight project requirements including complete project size, status, risks, issues and timelines

- Blackout dates or moratoriums which could potentially impact the Supplier's MTO efforts and ability to deliver the Services
- Read only access to network devices to Supplier prior to the management takeover
- All in-scope Third Party Vendor Contracts
- All current architecture and engineering diagrams and documentation pertaining to the in-scope services.
- Access to the Incumbent site facilities

■ **Personnel Support**

- Designated Incumbent single point of contact to assist in the planning and preparation of the turnover of Services ( e.g., WITO ) to Supplier
- List of all in-scope personnel supporting delivery and management of Services
- The Incumbent to enable Supplier to acquire sufficient understanding of the operations prior to Commencement Date to allow and support Supplier 'shadowing' of operation personnel and platforms

■ **Contingency plans**

- If Supplier is unable to offer positions to the Incumbent personnel and/or Incumbent personnel reject offer of employment with Supplier, Supplier will fill open positions with Supplier staff and new hires with no change to Commencement Date.
- For in-scope services where Third Party Vendors provide the existing service, and such Third Party Vendor agreements are not made available for Supplier to novate, assign or manage under letter of agency, Supplier will establish new agreements with appropriate Supplier Subcontractors or offer an equivalent Supplier service.
- If Supplier is unable to receive network inventory data, Supplier will need approval to conduct a virtual, automated network discovery and other discovery actions to identify all in-scope devices.
- If Supplier has not received the project list, Supplier will escalate to Commonwealth for resolution through established governance structure.
- If Supplier doesn't receive cooperation from the Incumbent and MSI, Supplier will use experience and knowledge in conjunction with Commonwealth and MSI to develop the baseline Services Detailed Implementation Plan independently.
- Supplier to create and monitor the disentanglement checklist including password and badge asset credentials deletions.

**■ Incumbent Assumptions**

- Supplier assumes that the Incumbent will cooperate with the Supplier and MSI in the transfer of operations.
- Supplier assumes that the Incumbent will provide access to service operational information, diagrams, systems, tools and other technical information required for the handover of Services.
- Supplier assumes that the Incumbent will maintain current support and operations until the Supplier assumes full operational responsibility and management related to the Services.
- Supplier assumes that the Incumbent will maintain and monitor security compliance related to the delivery of existing Services.

**Minimize Incumbent Dependencies**

Supplier is inherently dependent on the Incumbent and has made assumptions and identified the risks accordingly.

To minimize the Incumbent dependencies, the Supplier will implement the following risk mitigation activities:

- If Supplier is unable to offer positions to the Incumbent personnel and/or Incumbent personnel reject offer of employment with Supplier, Supplier will fill open positions with Supplier staff and new hires with no change to Commencement Date
- If Supplier unable to receive network inventory data, will need approval to conduct a virtual, automated network discovery and other discovery actions to identify all in-scope devices.
- Supplier to provide progress reports to ensure critical path activities are being accomplished as planned.

## 3.0 Other Implementation Elements

### 3.1 Roles and Governance Alignment

The Supplier will establish a Program Management Organization (PMO) to assume responsibility for the operation and management of the Commonwealth's Network Management services. For more information on key personnel proposed by Supplier, please refer to Exhibit 5.1 Key Personnel.

Additionally, please refer to Exhibit 2.2, Cross Functional requirements for further details. For reference, the Supplier outlines the PMO activities and responsibilities below.

The PMO's management activities are divided into 2 phases:

- 1) **Implementation** during which management of the in-scope services will be implemented and new services implemented or optimized; and
- 2) **Operational Service** in which the services will be managed to meet or exceed contracted service quality levels.

#### Implementation - PMO Functions

At the outset of the implementation, the Supplier will establish a PMO to manage and perform the contracted work. The PMO will ensure a smooth, low-risk transfer of the Commonwealth's Network Management service functions to Supplier.

The PMO will perform the following implementation functions:

- Transfer responsibility for all in-scope services from the Incumbent to the Supplier PMO without affecting current service levels and quality.
- Implement the new contracted services, and optimize existing services to contracted levels.
- Establish the organizational, procedural, and technical infrastructure necessary to sustain and safeguard Commonwealth's investment in applications, data, and technology.
- Transfer knowledge and understanding of Commonwealth's business and systems environment, business objectives, and information technology needs.
- Ensure that Commonwealth's affected employees, internal users, and external users are familiar with the new service arrangements and with the Supplier PMO.

The Supplier will participate in the Commonwealth's Transition Oversight Management Committee (TOMC) during the implementation period.

The Supplier Project Executive will act as an interface between the TOMC and the Supplier to ensure progress and resolution of identified risk or issues. The Project Executive serves as an escalation resource with the Supplier to address bottlenecks and problems referred by Supplier's teams and a Commonwealth counterpart manager(s).

The Supplier PMO has overall responsibility for planning and managing the implementation, developing the master Implementation Plan, coordinating all implementation activity, and interfacing between the Supplier

PMO and Commonwealth's management. The PMO ensures reporting requirements are met, facilitates capital requests, and controls implementation budgets and financials. The Transition Project Executive who reports to the Supplier Project Executive will coordinate day-to-day activities with Commonwealth's Project Manager(s).

### **Operational Service**

Once the implementation is complete, the Supplier PMO moves into an operational structure. The Transition Project Executive and the implementation project managers phase out, and the teams responsible for ongoing service delivery continue their work.

In its operational phase, the PMO coordinates the service work of many groups and individuals within the Supplier organization and its partners. Numerous functions are performed behind the scenes to deliver the contracted service. Many of the Supplier individuals who perform these functions are not dedicated to Commonwealth. Only the core PMO team is dedicated to Commonwealth. The dedicated PMO staff will engage the support of all other groups, provide tasks for them to perform, oversee their work in relation to agreed timescales and quality measures, and report on their work to Commonwealth.

### **Program Management Team**

The Supplier will assign a dedicated Project Executive to lead the Commonwealth support effort. This individual is responsible for delivering services that meet Commonwealth requirements, timelines, and budgets. The Project Executive will lead a support team, to give greater focus to the daily details of the implementation. This support team will consist of project managers and project coordinators, whose tactical roles are described below.

Except for the Transition Project Executive, who will be assigned during the Implementation period, the PMO team members will be retained for the entire life of the contract.

The Project Executive performs the following functions:

- Organize and matrix-manage all resources within Supplier required to deliver service
- Evaluate, prioritize, and communicate Commonwealth requirements
- Interface with Commonwealth management team to provide status of implementation projects, including goals, timetables and milestones
- Act as primary liaison between the Supplier project team, Commonwealth and MSI
- Drive service issues to resolution and escalate as necessary
- Monitor ongoing service management to ensure compliance with SLAs
- Monitor resource loading and distribution to ensure the quality delivery of services
- Understand the Commonwealth current and future business goals and offer Supplier solutions to help achieve those goals.
- Ensure that all contracted program deliverables are completed

The Project Executive is accountable to Commonwealth for service delivery. The Project Executive is also accountable to Supplier management for financial aspects of this relationship along with the Account Team. This dual role empowers the Project Executive to obtain the resources necessary to maintain high levels of customer satisfaction and ensure the relationship has the appropriate management visibility within Supplier.

### **Contract Management and Compliance**

The Program Contract Manager is responsible for the compliance of contractual commitments and will lead a comprehensive review of all contractual requirements and secure agreement with Commonwealth. This review also ensures the billing process is working to the satisfaction of both Supplier and Commonwealth. The Supplier Contract Manager documents any variances and develops plans of action to bring the initial program into compliance.

During the life of the contract, the Contract Manager monitors the Supplier service delivery against all contract requirements to ensure that all deliverables in the contract are being met.

### **Quality Management**

The Project Executive is ultimately responsible for overall satisfaction with the services provided. This task is accomplished by making use of several practices.

- Continuous Direct Contact: For awareness to changing needs of Commonwealth.
- Recurring Program Reviews: Covers program status, future plans, and potential issues. The Supplier Project Executive is the single point of contact for Service Delivery issues.
- Validation of Delivery: The Project Executive ensures the actions and deliverables listed below are met by Supplier and are within the terms of the Commonwealth contract.
  - Statement of requirements
  - Statement of work
  - Program plan

### **Implementation Plan Management**

The Supplier Transition Project Executive will organize and lead the Supplier implementation team. This implementation team will provide key focus on critical implementation activities as well as resources to implement the new services, from the moment of contract signing. The implementation team will ensure successful migration from the Commonwealth legacy state to the new network. From the Program Management Office, an implementation manager will be assigned for the duration of the Implementation.

### **Change Management**

The Change Manager manages the administration of ordering, provisioning and delivery of network services. The change management process deployed by Supplier Program Management Organization relies on systematic procedures to capture, assess, approve and successfully implement authorized changes. This may include by necessity, data base management and inventory management, to maintain accuracy and integrity as changes are made to the in-scope services network.

### **Incident Management**

The Commonwealth Services will be proactively monitored 24x7x365. The Supplier's NOC will manage all incidents affecting the Commonwealth's Services.

In the event Commonwealth detects a problem before Supplier, the Commonwealth's service desk will contact the Supplier's help desk, which will refer the ticket to the appropriate service provider and open a tracking ticket. The reactive incident will be managed by the Supplier in the same way as a proactive ticket.

All SLA-affecting incident(s) will be documented to learn the reason for the outage or incident, and to institute any needed correction to prevent recurrence. The results of the root cause analysis will be with the Supplier PMO Steering Committee and the Commonwealth, along with documentation of steps taken to prevent recurrence.

### **Third Party Vendor (TPV) Management**

The Supplier will assume responsibility and accountability for arrangements with Third Party Vendor and vendors on the behalf of Commonwealth by providing a single point of contact. The Supplier's Third Party Vendor Manager (TPV Manager) will be the Supplier's single point of contact and will oversee the support provided by the TPVs in the delivery of the Services and service operations. The TPV Manager will monitor the financial and service performance aspects of the TPV's relationship to the delivery of the Services to ensure that all auditing principles are followed and will work with the TPVs to correct any variances.

### **Financial / Billing Compliance**

The Supplier will supervise Third Party Vendors and internal Supplier organizations to ensure contractual billing requirements are met. Billing and administration will be coordinated by the Supplier Financial Manager to ensure timely and accurate customer billing and TPV invoicing, where applicable. In addition, the Financial Manager will monitor SLA compliance and status reports as directed by the Project Executive.

- Ongoing performance measurement
- Status reports
- Service level agreement (SLA) management

### **Governance**

The PMO will monitor the delivery of quality services by driving continuous improvement through a closed-loop, customer-focused process. This process requires the management and joint efforts of all organizations to effectively deliver world-class service, increase satisfaction, and positive cost control.

### **Governance and Relationship Management**

In order to establish a forum for implementation planning, execution and joint decision making, Supplier proposes to work jointly with the Commonwealth and MSI on the enablement of a governance framework that integrates with the established Commonwealth Governance process and procedures.

### **Implementation Management Team (IMT)**

The joint IMT will have oversight over all ongoing implementation for all the services that the Commonwealth and Supplier have in the Agreement. Meeting frequencies will be set based on the specific sub-project and implementation schedules and tasks.

Members - The IMT will be comprised of the following individuals:

- Commonwealth: Program Lead
- Supplier: PMO Director, Transition Project Executive, implementation project managers

The main functions of the Supplier Implementation Management Team are to:

- Govern the process for ongoing implementation of the program and any other activities, as defined in SOW.
- Review and approve Supplier's Implementation Plan on a regular basis and monitor the parties' conformance to such plan and the terms and conditions of the Agreement.
- Identify, from a technical and business delivery perspective, projects and service requests, to the services / service components being planned or considered by the IMT in accordance with the Agreement.
- Ensure that all issues relating to any such project or service request are identified and fully addressed (e.g., implementation issues and additional management needed to manage projects and service requests) in a manner protective of Commonwealths' operations and its' financial and business interests.
- The overall implementation effort will be overseen by the Commonwealth governance program, the Supplier Transition Executive, and Commonwealth program lead. In addition, the IMT will work in conjunction with the Commonwealth governance program to discuss relevant open Implementation Plan issues as well as the achievement of meeting the Implementation Plan milestones as set forth in Exhibit 2.4.1.

### **Project Performance Management**

The PMO tracks and records a number of project performance metrics.

- Implementation Phase: Closely following the signing of a Supplier services agreement, a baseline schedule will be created to track and maintain the activity of functional groups. The PMO will collect weekly reports to measure on-time performance rates and report this along with financial and technical performance in a weekly status report to executive Supplier and Commonwealth management team in addition to reviewing it weekly with the account team.
- Ongoing Operational Phase: The PMO will manage the ongoing performance of the services against SLAs and other terms of the agreement and provide regular reports to internal management and contractually required reports to the customer. Additional reports are available for network performance reporting.
- The PMO reviews all reports; identifies any issues; creates remediation plans; and delivers a consolidated report regularly to the customer. Reports are delivered in both written and oral presentation form at intervals agreed to under the contract.



## Project Management

The Supplier's project management organization is comprised of dedicated project managers experienced in serving the complex implementation requirements of Commonwealth. The role of the project manager is to facilitate the implementation of complex Supplier products and services, by directing cross-functional teams representing multiple products and services in the execution of implementation activities such as the Commonwealth implementation. This facilitation requires a multi-faceted approach to managing both internal and external resources in a coordinated manner, enabling efficient execution of activities by all parties. The Transition Project Executive is also responsible for the overall implementation of a project and serves as the single point of contact for the customer throughout the course of the project.

### The role of the Account Team

The members of the Account Team, headed by the Account Manager, will continue to deal directly with the Commonwealth's management team on account relationship issues. The primary roles of the account team are to:

- Strengthen the strategic relationship between Supplier and Commonwealth, so that Supplier can better understand, anticipate and meet Commonwealth's needs and requirements.
- Maintain overall responsibility for sales, support, and operations (which is delegated to the PMO for the contract in question).
- Ensure that agreements are finalized and signed by all parties.
- Periodically brief Commonwealth on new services and technologies that may be of interest and use to Commonwealth.
- Participate in evaluation of network topology, diversity, and connectivity issues; and
- Provide Commonwealth with pricing information on request.

### Summary

Supplier's program management organization staff combines their skills in project, business and service management with a passion for exceeding expectations to deliver unparalleled service to Commonwealth. The PMO employs industry-standard management methodology to offer Commonwealth systematic service delivery organization and problem solving. The Supplier's commitment to full, constant communication and to continuous improvement in its service delivery business processes ensures that the Commonwealth can rely on the Supplier to reliably deliver Commonwealth services.

## 3.2 Program Communications Management

Implementation planning meetings will be conducted during the initial stage of the WITO to review task and activity plans, implementation deliverables, and to establish the project baseline. The Supplier anticipates that Commonwealth will participate in all implementation planning meetings. These meetings will be scheduled at mutually agreed upon times and frequency until the final project baseline is established. Weekly project status meetings will be scheduled at mutually agreed upon times, where the Supplier implementation team will present the status of the Implementation Project Plan along with identified issues.

The Supplier's Implementation Manager will facilitate multiple meetings or workshops to conduct detailed planning with the implementation team to:

- Identify key participants in these meetings, including the Commonwealth's Program Management staff associated with the implementation, Supplier's service delivery representatives, project managers, and key Third Party Vendors.
- Define roles and responsibilities of the Commonwealth, Supplier, and other key vendors
- Identify the Commonwealth's priorities and blackout dates and agree to overall timetable and associated milestones
- Sign off on final design and rollout plan
- Identify and address any remaining due diligence work that must be completed prior to initiating implementation
- Identify and validate all remaining assumptions
- Finalize and communicate the complete timeline, milestone, and deliverables schedule for the implementation

The actions from the implementation planning workshops are:

- **Implementation Teams:** All the key managers and work staff are identified and provided with a clear understanding of tasks and responsibilities.
- **Implementation Plan:** A draft Implementation Plan is developed that includes: process integration and implementation, human resources implementation, asset acquisition, vendor management plan, and knowledge transfer.

The Supplier will establish conference calls for the duration of the project providing a forum for communication, review, and discussion of open actions items, issues, thoughts and concerns.

### Project Documentation

During this implementation project, multiple documents will be passed between the Supplier and Commonwealth, updating the team on weekly progress. Examples of standard implementation documentation are listed below.

- **Implementation Project Plan (aka Implementation Plan)** – The sequence and timeframes detailed in this document are based upon information gathered by the Supplier account team and project manager, and dates proposed in the Commonwealth Implementation Schedule. The Supplier Implementation Manager owns the Implementation Project Plan updates and communicates regarding those updates to the project team.
- **Weekly Implementation Report and Review** - The weekly implementation report will be reviewed by the Implementation Manager and the customer. Jeopardy items include CPE-related issues, site not ready, power-related concerns, etc.
- **Preliminary Network and Equipment Diagrams** – These documents provide Commonwealth with the finalized network design. These design documents require formal Commonwealth engineering review and approval prior to the commencement of each phase of this project.

- **Implementation Procedures and Testing** – This document provides comprehensive implementation and test plans and will serve as historical information for future projects of this type.

The project managers for Supplier and Commonwealth will be copied on all documentation and will be the central points of contact for communication to the project team.

### **Implementation Management Reporting**

Supplier will provide Commonwealth with the following customized and standard reporting during the implementation period:

- Service Level
- Availability
- Ticket Management
- Transport Vendor
- Third Party Vendor Usage and Activity
- Business Continuity

The Supplier Project Managers are equipped with several tools that assist them in managing all types of projects. Most of these tools, including the PM checklist, generic project plans, and product and service Gantt charts, have been developed within the group. These tools are specifically designed to assist in the project management of large and complex projects. Microsoft Project and other reporting tools are also used to ensure the project milestones and deliverables are being tracked and reported.

## **3.3 Implementation Risk Management**

### **Supplier Risk Identification and Mitigation**

Since the beginning of the initial discussions between the Supplier and the Commonwealth, the Supplier's Team has been working on the proposed solution and implementation plans for the WITO offering. During this time, the Supplier has accumulated a variety of assumptions, open questions, and risks and many of them have been presented to Commonwealth for review and response. To date, the Supplier has received a number of answers, documents, and clarifications from Commonwealth and has updated its solution accordingly.

At this point the Supplier has been able to identify key milestones, acceptance criteria, and associated requirements of the different parties. The Supplier will continue to work with Commonwealth to obtain additional information and documentation during the Pre-WITO phase. This information is presented in a separate document titled, Exhibit 2.4.1 Implementation Milestones.

The Supplier has extensive risk management experience on highly complex programs and projects. All of its resources are well versed in importance of risk identification, assessment, and mitigation activities. This is particularly true with the Supplier's Project Managers.

- Identification: It is important that the environment promotes identifying risks before they've become issues as this ensures the "leadership team" is afforded the maximum opportunity to influence and drive the most favorable outcomes. Identifying and ensuring risks are visible and communicated to the collective team is a critical part of the Supplier's culture.
- Assessment: Equally important is a thoughtful, informed, and vetted assessment of risk associated mitigation alternatives as it is necessary to bring solutions, not just problems.
- Mitigation: Finally, executing to mitigate the risk positions the team for success and fosters an environment in which risks are managed before they become issues that have to be addressed.

Equally important and as documented above, effective risk management is dependent on the availability of a functioning governance model that provides for timely escalation and adjudication of matters requiring Executive engagement.

### **3.4 Additional Information**

Supplier does not require this section to provide any additional information, as the Supplier's clarifications, requirements, and focused documentation have been provided in the above sections.

**VA-151028-MCI: Modification 5**

**Exhibit 2.4.1 Implementation Milestones**

Virginia Information Technologies Agency



**Exhibit 2.4.1  
Implementation Milestones  
VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

| <b>Overview</b>  |
|--|
| This Milestones Exhibit will allow VITA to better understand the key phases, events, and timing of the Supplier's plans.   |
| The worksheet reflects the major events of Supplier's contract lifecycle, including the Implementation Plan for implementing the Services and ongoing programs for maintaining and updating the Services, with verifiable criteria for acceptance. Milestones reflect the key events indicated over the course of the Implementation Plan and the overall term of Supplier's agreement. The Milestones will align with other documents as appropriate. |
| The worksheet is not intended to be a detailed project plan, but rather a list of key milestone activities. The Supplier may add to or delete rows from the worksheet as necessary.  |

| <b>Definitions of Fields</b>                              |  |
|---|--|
| <b>Ref ID #</b>   | Unique identifier, to be used at Supplier's option, to tie to other documents (e.g., Implementation Plan, Solution, Critical Deliverables, etc.)               |
| <b>Milestone</b>  | Name of the milestone  |
| <b>Category</b>   | Name of a grouping of activities (e.g., Service Desk, security) - to be determined at Supplier's option.   |
| <b>Description</b>  | Description of the activities comprising the milestone   |
| <b>Dependencies on Other Milestones (Ref #)</b>           | Indicate the reference numbers of predecessor/dependent milestones to support the current milestone.   |
| <b>Dependencies (i.e., on Commonwealth or Incumbents)</b> | Describe dependencies or expectations of the incumbent suppliers, VITA, agencies, etc.   |
| <b>Risk Mitigation Approach</b>                           | Describe the risk mitigation approach for any issues with the dependencies indicated in the prior columns.   |
| <b>Acceptance Criteria</b>                                | Description of Acceptance Criteria, which will indicate completion of the milestone.   |
| <b>Start Date (Comm +/- Months)</b>                       | Date when the activity begins in support of the milestone, in Months relative to Commencement.   |
| <b>Due Date (Comm +/- Months)</b>                         | Date when the milestone will be completed in Months relative to Commencement (i.e. +/- number of months). Fractional values of 0, .25, .5, or .75 may be used. |

| Ref # | Milestone   | Category                          | Description   | Dependencies on Other Milestones (Ref #)      | Dependencies (i.e., on Commonwealth or Incumbents)   | Risk Mitigation Approach  | Acceptance Criteria and Deliverable to Commonwealth   | Due Date   |
|-------|---|-----------------------------------|---|---|--|---|---|------------|
| 1     | Supplier and Commonwealth sign Agreement.                                     | Agreement                         | Supplier and Commonwealth will review, accept, and sign agreement.  | N/A   | Commonwealth commits to review and approve of contract with Supplier.  | N/A   | Fully executed contract between Supplier and Commonwealth.  | 8/15/2018  |
| 2     | Supplier completes Initial Staffing Plan related to Incumbent Personnel.      | Pre-WITO: HR Planning             | Supplier will need to receive list of in-scope personnel from Incumbent to support planning and complete review of key personnel to be considered. Supplier will plan town hall meetings to recruit in-scope personnel. | #1, #9, #10                                   | Incumbent to provide details of in-scope personnel who have critical knowledge and capabilities. Incumbent allows designated employees to receive email solicitations from Supplier and be allowed to attend at least one Town Hall recruiting event.  | If Supplier is unable to offer positions to Incumbent personnel and/or Incumbent personnel reject offer of employment with Supplier, Supplier will fill open positions with Supplier staff and new hires with no change to Commencement Date  | Supplier: scheduled individual employee interviews.<br><b>Deliverable:</b> Supplier acknowledgement receipt of in-scope personnel.<br><br>Incumbent provides list of candidate employees to Commonwealth and then provide to Supplier for review.<br>In-scope employees acknowledge attendance at a town hall meeting.<br><b>Deliverable:</b> Supplier has completed town halls.<br><b>Deliverable:</b> Supplier to provide a HR resource plan. | 10/18/2018 |
| 3     | Incumbent Inscope Third Party Vendor Contract Assessment Completed            | Pre-WITO: Third Party Contracts   | Commonwealth and Incumbent will provide access to all in-scope Third Party Vendor Contracts. Supplier will review and identify gaps and issues associated with transfer of Third Party Contracts.                       | #1  | Commonwealth facilitates introductions and meetings and to ensure Incumbent cooperation related to Third Party Vendor Contract data gathering. Commonwealth and Incumbent provide named list of all in-scope subcontracts, describing scope, term, performance, and key contractual provisions (including any cost or other implications of assignment or novation). | For in-scope services where Third Parties provide the existing service, and such Third Party Vendor agreements are not made available for Supplier to novate, assign or manage under letter of agency, Supplier will establish new agreements with appropriate Supplier Subcontractors or offer an equivalent Supplier service. | Commonwealth and Incumbent provide listing of all in-scope subcontracts, describing scope, term, performance, and key contractual provisions (including any cost or other implications of assignment or novation). <b>Deliverable:</b> Supplier will provide an assessment of Third Party Vendor Contracts<br><b>Deliverable:</b> Supplier will provide schedule related to Third Party Vendor Contract transfer for Commonwealth approval      | 9/18/2018  |
| 4     | Supplier receives and reviews Incumbent process and procedures manual (ppm).  | Pre-WITO: Process                 | Supplier will conduct a gap analysis on existing ppm and utilize information gained to create a training plan for WITO employees.   | #1  | Incumbent provide current process and procedures manual or equivalent that describes the lifecycle support model for the in-scope Services.  | Supplier will develop a process and procedure manual (ppm) based on knowledge learned from work shadowing and collaboration with MSI.   | Supplier received complete and current incumbent operations documentation.<br><b>Deliverable:</b> Supplier to acknowledge receipt of Incumbent documentation.   | 9/19/2018  |
| 5     | Asset Inventory Baseline Approved.  | Pre-WITO: Process                 | Supplier will review and validate the asset inventory list to enable asset transfer to the Supplier.  | #1, #4, #6                                    | Commonwealth and Incumbent provide complete lifecycle information for assets to be transferred to Supplier, including a complete and accurate device list and IP addresses. Incumbent to provide access to site facilities to establish and implement the appliances for the Supplier automated discovery.   | If Supplier unable to validate the Commonwealth provided asset information, Supplier and Commonwealth will reconcile any discrepancies after the Commencement Date.   | Supplier and Commonwealth have validated asset inventory list and associated financial information.<br><b>Deliverable:</b> The baseline schedule of all assets and related financial information.   | 10/18/2018 |
| 6     | Supplier confirms receipt of current, detailed network diagrams.              | Pre-WITO: Process                 | Supplier will review and validate Commonwealth / Incumbent provided current, detailed network diagrams.   | #5  | Commonwealth and Incumbent provide detailed network diagrams of all in-scope components related to the Services.   | If Supplier unable to receive network inventory data, will need approval to conduct a virtual, automated network discovery and other discovery actions to identify all in-scope devices.  | Supplier has received all existing incumbent network documentation (physical and logical).<br><b>Deliverable:</b> Supplier acknowledgment of receipt of all artifacts.  | 10/18/2018 |
| 7     | Supplier and Incumbent complete initial assessment of in-flight Project list. | Pre-WITO: in-flight Projects      | Supplier will review and ensure all in-flight projects are properly funded and resources available through and after Commencement Date.   | #1  | Commonwealth and Incumbent to provide project plans for all in-flight projects relating to in scope services that are reasonably expected to be ongoing as of the Commencement Date (for example: technology refresh, new site opening, upgrade programs).   | If Supplier has not received the project list, Supplier will escalate to Commonwealth for resolution through established governance structure. A subsequent review of in-flight project list will be scheduled with Commonwealth at - 3 months.   | Supplier has received information on in-flights projects including project scope, schedules and financial information.<br><b>Deliverable:</b> Supplier provides an initial assessment of in-flight projects.  | 10/18/2018 |
| 8     | Supplier completes Baseline Services Detailed Implementation Plan.            | Pre-WITO: Implementation Planning | Supplier will create the Baseline Implementation Plan and provide to the Commonwealth for review.   | #3, #4, #5, #6<br>Ref.: Exhibit 3.3 Sect. 3.1 | Commonwealth, Incumbent, and MSI review and collaborate on the Supplier's Baseline Implementation Plan.<br><br>Provide the Supplier with appropriate points of contact for on-site facilities.   | If Supplier doesn't receive cooperation from Incumbent and MSI, Supplier will use experience and knowledge in conjunction with Commonwealth and MSI to develop the Baseline Implementation Plan independently.  | Commonwealth has acknowledged receipt of plan and has provided written approval.<br><b>Deliverable:</b> Supplier to create and submit the Baseline Services Detailed Implementation Plan for approval.  | 11/1/2018  |

|    |  |  |  |  |   |  |   |            |
|----|--|--|--|--|---|--|---|------------|
| 9  | Supplier granted physical access to Incumbent facility and critical Incumbent personnel for knowledge transfer/job shadowing commencement. | Pre-WITO: HR Planning, Shadowing       | Supplier will receive approved access credentials to Incumbent facility and to be granted access to "shadow" Incumbent employees for a three month period.                                       | #2, #10  | Commonwealth and Incumbent provide explicit commitment that the Incumbent supplier will provide adequate and accurate documentation and access to key personnel that will enable Supplier to assume control of operations during WITO. Incumbent Supplier will provide hands-on training to Supplier personnel where such documentation is demonstrated to be inaccurate or inadequate. | If Supplier is denied access to perform the Services, the Parties shall agree to delay the Commencement Date until Commonwealth can cause the Incumbent Supplier to permit Supplier access to the Environment                          | Supplier given approved access credentials and security clearances.<br><b>Deliverable:</b> Supplier acknowledgement of all access granted.  | 9/18/2018  |
| 10 | Reserved   |  |  |  |   |  |   |            |
| 11 | Supplier provides a Transfer of Service Agreement (TOSA)   | Pre-WITO: Third Party Vendor Contracts | Supplier will plan and execute, upon Commonwealth approval, Transfer of Service Agreement (TOSA), such that the billing change date is the Commencement Date.                                    | #1   | Commonwealth and Incumbent discuss and review with the Supplier the Transfer of Services Agreement (TOSA) and assist the Supplier in creating an agreement.   | Supplier and Commonwealth will agree on a plan to reconcile failure to get agreement on Transfer of Services Agreement.  | Transfer of Services Agreement (TOSA) fully executed by Incumbent, Commonwealth and Supplier.<br><b>Deliverable:</b> Supplier to provide a Transfer of Services Agreement (TOSA) for acceptance and signature.  | 9/1/2018   |
| 12 | Incumbent and Commonwealth sign Transfer of Services Agreement (TOSA)  | Pre-WITO: Third Party Vendor Contracts | Supplier completes the Transfer of Services Agreement (TOSA) and submits for approval.   | #11  | Commonwealth approves Transfer of Services Agreement (TOSA).  | N/A  | Transfer of Services Agreement (TOSA) fully executed by Commonwealth and Supplier.<br><b>Deliverable:</b> Signed Transfer of Services Agreement (TOSA).   | 10/1/2018  |
| 13 | Supplier provides the VDN components of the Service Management Manual (SMM) draft  | Pre-WITO: Operational Readiness        | Supplier will collaborate with the MSI to provide the VDN components of the Service Management Manual (SMM) draft.   | #3, #4, #5, #6, #14, #21 Ref.: Exhibit 3.3 Sect. 3.3.1 | Commonwealth and MSI collaborate with the Supplier to review and develop the VDN components of the Service Management Manual (SMM) draft.<br><br>MSI communicates and coordinates all meetings, tower discussions, develops and provides SMM framework/templates, escalates issues between towers, reports progress, risk, issues, open actions and overall schedule.                   | If Supplier cannot gain cooperation from the MSI, Supplier will work with the Commonwealth to reconcile the development of the VDN components of the Service Management Manual (SMM) which may include delay of the Commencement Date. | Supplier has received cooperation from Commonwealth and MSI to develop the VDN components of the Service Management Manual-Initial Draft.<br><b>Deliverable:</b> Supplier to provide the VDN components of the <b>Service Management Manual-Initial Draft</b> . | 10/18/2018 |
| 14 | Supplier and Incumbent complete knowledge transfer/shadowing activities  | Pre-WITO: Shadowing                    | Supplier will conduct three month engagement/knowledge transfer process with Incumbent.  | #9, #10  | Commonwealth requires Incumbent to enable Supplier to acquire sufficient understanding of the operations prior to Commencement Date as a contingency for any in-scope personnel or contractors who may not transfer to Supplier.  | If Supplier is denied access to perform the Services, the Parties shall work with the Incumbent and the Commonwealth to determine appropriate times to access, occupy and utilize the facilities to provide the in-scope services.     | Supplier has conducted knowledge transfer and job shadowing.<br><b>No Deliverable</b>   | 12/15/2018 |
| 15 | Supplier, in cooperation with the MSI, provides the VDN components of the Service Management Manual (SMM) for Commonwealth approval.       | Pre-WITO: Operational Readiness        | Supplier will collaborate with the MSI to develop the VDN components of the Service Management Manual (SMM).   | #13 Ref.: Exhibit 3.3 Sect. 3.3.2                      | Commonwealth and MSI collaborate with the Supplier to review and update the VDN components of the Service Management Manual (SMM).<br><br>MSI communicates and coordinates all meetings, tower discussions, develops and provides SMM framework/templates, escalates issues between towers, reports progress, risk, issues, open actions and overall schedule.                          | If Supplier cannot gain cooperation from the MSI, Supplier will work with the Commonwealth to reconcile the development of the VDN components of the Service Management Manual (SMM) which may include delay of the Commencement Date. | Supplier has completed VDN components of the Service Management Manual-Final Document.<br><b>Deliverable:</b> The VDN components of the <b>Service Management Manual-Final Document</b> .   | 11/15/2018 |
| 16 | Supplier completes assessment of key Incumbent network baseline documents and diagrams.  | Pre-WITO: Operational Readiness        | Supplier will review and validate all architecture, network, and engineering diagrams and documents to build knowledge management assets for use by Supplier during and after Commencement Date. | #4, #5, #6   | Commonwealth and Incumbent provide all current architecture and engineering diagrams and documentation pertaining to the in-scope services.   | If Supplier unable to receive network inventory data, will need approval to conduct a virtual, automated network and other discovery to identify all in-scope devices to allow Supplier to develop appropriate diagrams and documents. | Supplier has received complete and current Incumbent operations documentation<br><b>No Deliverable</b>  | 12/15/2018 |



|    |  |                                    |   |   |  |  |   |            |
|----|--|------------------------------------|---|---|--|--|---|------------|
| 17 | Supplier completes transfer of resources from Incumbent.                         | Pre-WITO:<br>HR Planning           | The activities required to transfer designated resources from Incumbent to Supplier to be completed.  | #2  | Commonwealth requires Incumbent to ensure any in-scope personnel not transferred to Supplier to remain in current position and provide support to Supplier and Commonwealth as deemed necessary.   | If Incumbent personnel do not accept employment offer, Supplier will fill open positions with Supplier staff and new hires with no change to Commencement Date.  | Supplier's resource plan complete.<br><b>Deliverable:</b> Supplier reports all transferred resources have been on-boarded.  | 12/15/2018 |
| 18 | Supplier assumes management of network assets.                                   | WITO:<br>Operational Readiness     | Supplier assumes management of assets with full read/write access to all in-scope network assets.   | #3, #5, #6, #7, #12, #14, #16, #17<br>Ref.: Exhibit 3.3 Sect. 3.7 | Incumbent transferred to Supplier the read/write access to in-scope network assets and contracts at the Commencement Date.<br><br>The Commonwealth and Incumbent to provide access and /or licenses for any transferred systems and tools to complete the migration activities.  | If Supplier is denied access to perform the Services, the Parties shall agree to delay the Commencement Date until Commonwealth can cause the Incumbent Supplier to permit Supplier read/write access.   | All in-scope assets have been transferred and asset records have been updated.<br><b>Deliverable:</b> Supplier acknowledgement of operational readiness.  | 12/15/2018 |
| 19 | Commencement Date  | WITO:<br>Operational Readiness     | Supplier assumes full responsibility for operational environment, including support processes and Third Party Vendor contracts required to deliver the Services. The Supplier will complete the Service Implementation Readiness Plan.                                      | #1 to #18<br>Ref.: Exhibit 3.3 Sect. 3.2 and 3.5                  | Transfer to Supplier full operations access, command and control of the in-scope assets and platforms to enable Supplier to deliver Services.  | Supplier to provide progress reports to ensure critical path activities are being accomplished as planned. If Supplier is unable to assume transfer of operations, the Parties shall agree on reconciliation process by which transfer operations may proceed, which may include delay of the Commencement Date. | Supplier will complete all operational readiness testing.<br><b>Deliverable:</b> Supplier will provide <b>Initial Security Plan</b><br><b>Deliverable:</b> Supplier provides <b>Services Implementation Readiness Plan</b><br><b>Deliverable:</b> <b>Service Performance and Reporting.</b>   | 12/15/2018 |
| 20 | Supplier will validate that Incumbent exit plan has been completed.              | Pre-WITO:<br>Operational Readiness | Supplier will ensure a clean exit by Incumbent and will conduct final discovery, interviews and security access audits.   | #19   | Incumbent relinquishes all accesses to the in-scope facilities, platforms and assets, and that the incumbent ceases any further communication with regard to in-scope Third Party Vendor services.   | Supplier to create and monitor the disentanglement checklist including password and badge asset credentials deletions.   | Verification that incumbent personnel have been removed from all access control and security systems.<br><b>Deliverable:</b> Supplier acknowledgment of Incumbent exit plan executed.   | CD+1       |
| 21 | Supplier and MSI integrate processes and tools to deliver the in-scope Services. | Pre-WITO:<br>Integration           | Supplier will collaborate with the MSI to complete the integration processes and tools.   | #3, #4, #5, #6, #13, #14<br>Ref.: Exhibit 3.3 Sect. 3.8 and 3.9   | Commonwealth, MSI and Supplier to collaborate on technical integration of processes and tools.<br><br>The Commonwealth and MSI to provide access to Subject Matter Experts for data mapping and testing scenarios to meet the Supplier's tool integration requirements.<br><br>MSI leads development, communicates and coordinates all meetings, tower discussions, escalates issues between towers, coordinates testing and test plans for all integration requirements, reports progress, risk, issues, open actions and overall schedule. | Supplier will maintain network operations consistent with agreed upon contractual SLAs and complete necessary integration processes and tasks. Supplier will work with MSI on any workarounds to manage performance.   | Supplier demonstrates integration with MSI.<br><b>Deliverable:</b> Service Management Systems Integration: Supplier and MSI complete acceptance test per Implementation Plan ( <b>Service Management Systems Integration</b> ).<br><b>Deliverable:</b> Completed test plans for Ebonding.<br><b>Deliverable:</b> Supplier to complete <b>Service Catalog Request and Fulfillment Implementation</b> processes | 12/1/2018  |
| 22 | Supplier and Commonwealth review and agree on a technology Refresh plan.         | Managed Take-Over:<br>Planning     | Supplier will create technology Refresh plan and review with Commonwealth which will identify the Equipment and Software to be refreshed during the following 13 months in accordance with Supplier's Refresh obligations   | #5, #18, #19  | Commonwealth reviews and approves technology Refresh plan.   | If Supplier has not received approval of the technology Refresh plan, Supplier will make best effort to refresh hardware and software with pre-existing conditions and maintain service continuity.  | Supplier to provide technology Refresh plan for acceptance.<br><b>Deliverable:</b> Supplier provides <b>Refresh plan.</b>   | CD+1       |
| 23 | Supplier and Commonwealth review and agree on the Initial Technology Plan.       | Managed Take-Over:<br>Planning     | Supplier will create and review with the Commonwealth an Initial Technology Plan that will serve to guide technology implementations, Refresh and Software Currency activities, and other evolutions in technology before the delivery of the first Annual Technology Plan. | #16   | Commonwealth reviews and approves Initial Technology Plan plan.  | If Supplier has not received approval of the Initial Technology Plan, Supplier will work with the Commonwealth to reconcile any omissions.   | Supplier to provide Initial Technology Plan for acceptance.<br><b>Deliverable:</b> Supplier provides <b>Initial Technology Plan.</b>  | CD+3       |

|    |  |                              |  |                                    |   |   |  |           |
|----|--|------------------------------|--|------------------------------------|---|---|--|-----------|
| 24 | Complete and test CMDB eBonding integration.   | Pre-WITO: Planning           | Supplier will complete Asset eBonding integration to support MSI CMDB data population.   | #21                                | MSI completes asset inventory and CMDB data population which will be assumed by Supplier at Commencement. | If Supplier has not received approval of the asset inventory and CMDB data population, Supplier will work with the Commonwealth to reconcile any omissions. | Supplier's completion of CMDB eBonding integration.<br><b>Deliverable:</b> Complete and Test CMDB eBonding in support of <b>Complete Asset Inventory and CMDB Data Population.</b> | 12/1/2018 |
| 25 | 25% of MTO completed.                          | Managed Take-Over: Execution | Supplier will finalize the MTO effort as prescribed in the Implementation Plan and Commonwealth has accepted completion. Completion metric will be defined and agreed to based on an appropriate service metric (e.g., devices, site, users, etc.) | #12, #15, #19, #21, #24            | Commonwealth validates progress/completion against agreed to Implementation Plan.                         | Supplier will work with Commonwealth to remediate schedule delays and Supplier and Commonwealth will take appropriate corrective actions.                   | MTO is 25% complete.<br><b>Deliverable:</b> Supplier to provide implementation progress report.  | CD+5      |
| 26 | 50% of MTO completed.                          | Managed Take-Over: Execution | Supplier will finalize the MTO effort as prescribed in the Implementation Plan and Commonwealth has accepted completion. Completion metric will be defined and agreed to based on an appropriate service metric (e.g., devices, site, users, etc.) | #25                                | Commonwealth has validated progress/completion against agreed to Implementation Plan.                     | Supplier will work with Commonwealth to remediate schedule delays and Supplier and Commonwealth will take appropriate corrective actions.                   | MTO is 50% complete.<br><b>Deliverable:</b> Supplier to provide implementation progress report.  | CD+8      |
| 27 | 75% of MTO completed.                          | Managed Take-Over: Execution | Supplier will finalize the MTO effort as prescribed in the Implementation Plan and Commonwealth has accepted completion. Completion metric will be defined and agreed to based on an appropriate service metric (e.g., devices, site, users, etc.) | #26                                | Commonwealth validates progress/completion against agreed to Implementation Plan.                         | Supplier will work with Commonwealth to remediate schedule delays and Supplier and Commonwealth will take appropriate corrective actions.                   | MTO is 75% complete.<br><b>Deliverable:</b> Supplier to provide implementation progress report.  | CD+11     |
| 28 | Complete technology Refresh plan.              | Managed Take-Over: Execution | Supplier will refresh hardware identified as having pre-existing issues as defined in Agreement.   | #22                                | Supplier and Commonwealth agree on the refresh schedule including access, timing, blackout dates, etc.    | Commonwealth and Supplier will define adjustments to the schedule via the Change Control Process as outlined in Agreement.                                  | Supplier has completed the hardware refresh in accordance with approved plan.<br><b>Deliverable:</b> Supplier to provide Refresh plan progress report.                             | CD+13     |
| 29 | 100% of MTO and Implementation Plan completed. | Managed Take-Over: Execution | Supplier will finalize the MTO effort as prescribed in the Implementation Plan and Commonwealth accepts completion.  | #27<br>Ref.: Exhibit 3.3 Sect. 3.4 | Commonwealth validates progress/completion against agreed to Implementation Plan.                         | Supplier will work with Commonwealth to remediate schedule delays and Supplier and Commonwealth will take appropriate corrective actions.                   | MTO is 100% complete.<br><b>Deliverable:</b> Supplier to provide implementation progress report.   | CD+13     |

Virginia Information Technologies Agency



**Exhibit 2.5**  
**Transition Out Plan**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Supplier RFP Guidelines

This Exhibit is an outline of the Transition Out Plan document as referenced **Section 13.2 of the Agreement**. This document will be completed by the Supplier after contract signature.

## Table of Contents

|       |   |   |
|-------|---|---|
| 1.0   | Transition Out Overview.....  | 4 |
| 1.1   | Statement of Purpose.....   | 4 |
| 1.2   | Transition Out Approach .....                                       | 4 |
| 1.3   | Key Personnel for Transition Out .....                              | 4 |
| 1.4   | Contract Information.....   | 4 |
| 2.0   | Transition Out Guiding Principles and Critical Success Factors..... | 5 |
| 2.1   | Guiding Principles .....  | 5 |
| 2.2   | Critical Success Factors.....                                       | 5 |
| 3.0   | Transition Out Components .....                                     | 5 |
| 3.1   | Governance .....  | 5 |
| 3.1.1 | Points of Contact .....   | 5 |
| 3.1.2 | Communications.....   | 5 |
| 3.1.3 | Risk and Issue Management.....                                      | 5 |
| 3.1.4 | Reporting .....   | 6 |
| 3.1.5 | Required Meetings .....   | 6 |
| 3.2   | Financial.....  | 6 |
| 3.2.1 | Termination Fees.....   | 6 |
| 3.2.2 | Asset Transfer Fees.....  | 6 |
| 3.2.3 | SLA Credits & Earnbacks .....                                       | 6 |
| 3.2.4 | Final Invoices .....  | 7 |
| 3.3   | Technology Transition .....   | 7 |
| 3.4   | Security .....  | 7 |
| 3.5   | Documentation Turnover .....  | 7 |
| 3.6   | Work in Process .....   | 8 |
| 3.6.1 | Project Close Down and Project Handover .....                       | 8 |
| 3.7   | Human Resources.....  | 8 |

## 1.0 Transition Out Overview

This Exhibit describes the high-level approach and goals for Supplier when transitioning services away from their obligation. The Transition Out Plan, will be further developed prior to the Commencement Date and updated annually thereafter, as set forth in Section 13.2 of the Agreement.

Within thirty (30) days of the earlier of (i) notice of termination (in whole or in part) or (ii) ninety (90) days prior to expiration date of the Agreement, Supplier will update this Transition Out Plan and will provide a detailed Governance and Project plan as a Deliverable to VITA describing the activities required to complete the transition of Services away from Supplier and to VITA or VITA's designee.

### 1.1 Statement of Purpose

*This section shall provide an overview and history of Supplier's Agreement, who it is transitioning to, and the timeframes of transition.*

This plan formally documents the process for the transition of the powers, duties, activities, and functions of tasks and tools for the Mainframe Services contract [contract number] from Supplier to [VITA or its designee].

This plan describes the approach to transitioning work, knowledge, assets and employees as appropriate from Supplier. The Services will be successfully transitioned as of [Supplier termination date].

### 1.2 Transition Out Approach

*This section will discuss the Supplier's overall approach to an upcoming transition out event. Supplier will speak to the approach to staffing and maintaining continuity of Service delivery and maintenance of the Service Levels. Supplier will speak to the approach for knowledge transfer and supporting any required data gathering efforts.*

*Supplier will describe its assumptions and dependencies on VITA (or its designee) for accomplishing the Transition Out Plan and any additional dependencies on Customers.*

### 1.3 Key Personnel for Transition Out

*Upon update of this Transition Out Plan for an upcoming expiration or termination of the Agreement, Supplier will designate several key named individuals and provide them as Key Personnel for the duration of the Transition Out. At a minimum, those individuals shall be:*

- *Transition Executive: This individual provides executive sponsorship for Supplier's Transition Out activities and is accountable for the successful completion of the transition of the Services.*
- *Transition Project Manager: This individual coordinates and schedules activities, resources and deliverables to execute the Transition Out Plan and is responsible for the successful completion of the transition of the Services.*
- *Transition Data Gathering and Knowledge Coordinator: This individual provides a single point of contact for gathering information on the operations and environment supported by the Incumbent Supplier.*

### 1.4 Contract Information

*For ease of planning, Supplier will summarize the key contract provisions related to termination, transition assistance and Transition Out responsibilities. Supplier will revise this information annually upon the revision of the Transition Out Plan. Example provisions to be summarized:*

- *Contract term*
- *Required Notices*
- *Required Consents*
- *Termination Assistance*
- *Bid Assistance*
- *Data Access Rights*
- *Key Assets (Hardware, Software, Subcontracts)*

## **2.0 Transition Out Guiding Principles and Critical Success Factors**

### **2.1 Guiding Principles**

*Supplier will document the guiding principles for planning the Transition Out and for executing the Transition Out Plan. The Guiding Principles should address key elements, such as Risk Mitigation, Communication, Governance, Collaboration and Teamwork.*

### **2.2 Critical Success Factors**

*Supplier will document those factors that are essential for the success of its Transition Out Plan and the orderly and successful transition of the Services. Critical success factors should at a minimum address elements such as: maintaining cross-organizational alignment, assuring that stakeholders are motivated for change, maintaining high quality in Service delivery and providing best practices for provider integration.*

## **3.0 Transition Out Components**

*Supplier's Transition Out Plan will describe the primary components of transition for Governance, Financials, Technology, Security, Documentation Transfer, Works in Progress, and Human Resources.*

### **3.1 Governance**

#### **3.1.1 Points of Contact**

*Supplier will provide primary contacts for VITA (or its designee) and in key roles such as: Transition Governance, Contract, Financial, Technology, Security, Etc.*

#### **3.1.2 Communications**

*Supplier will describe the elements of a Communications Plan for the Transition Out. Supplier will identify key dependencies on VITA (or its designee) for Communications.*

#### **3.1.3 Risk and Issue Management**

Supplier will describe its approach to managing Risks and Issues during the Transition Out. Supplier will describe the plan for Risk Management including the process for managing risks (identification, analysis, mitigation), providing for risk ownership and appropriate actions. Supplier will describe its approach for managing issues during the execution of the Transition Out Plan.

### 3.1.4 Reporting

Supplier will describe the reporting and report cadence it will provide during the Transition Out. Supplier will identify the expected report recipients and any dependencies.

### 3.1.5 Required Meetings

Supplier will describe the forums and meetings it expects to support and require during the Transition Out. These meetings could include ongoing status meetings (by category (likely weekly) and for overall transition (likely fortnightly or monthly, depending on length of the transition)), initial planning meetings (which would expire after the detailed transition out plan is finalized), and acceptance meetings (which would only start toward the end of the process).

## 3.2 Financial

Supplier will identify how the Transition Out Plan supports the Termination provisions of the Agreement and **Exhibit 4 (Pricing and Financial Provisions)**.

### 3.2.1 Termination Fees

Supplier will identify the process and data sources for calculating any agreed Termination Charges as part of the Transition Out Plan; including charge categories for at least:

- Unrecovered Transition Milestones
- Severance, Redeploy & Retention
- Hardware
- Software
- Facilities
- Third Party Contracts

Supplier will deliver to VITA a good faith estimate of Termination Charges at least 60-days prior to any termination.

### 3.2.2 Asset Transfer Fees

Supplier will provide estimates for fees associated with the transfer of any assets (Hardware, Software, Contracts) to VITA or its designee. Supplier will identify any limits in its ability to transfer assets as identified in **Exhibit 4 (Pricing and Financial Provisions)**.

### 3.2.3 SLA Credits & Earnbacks

Supplier will describe its approach to the dispersal of any accrued credits, in compliance with **Exhibit 3 (Reporting and Service Level Management)**. Supplier will provide VITA a summary of the list of accrued credits at least 60-days prior to termination.



### **3.2.4 Final Invoices**

*Supplier will describe its approach to the final invoice(s) as supported and required by the Agreement. Supplier will provide VITA a draft final invoice (or invoices) at least 60-days before termination.*

## **3.3 Technology Transition**

*Supplier will describe its approach to transitioning processes and technology that support the delivery of Services to VITA or its designee. Supplier will identify its plan and approach for at least the following technical elements:*

- *Tool interfaces to unwind or realign*
- *Data Migration and Archival*
- *Asset Inventory*
- *Software Transfer and License Transfer*
- *Hardware Transfer*
- *3rd Party Contracts*
- *Network Disconnects*
- *Documentation*

## **3.4 Security**

*Supplier will describe its plan for supporting the Security of the environment during the execution of the Transition Out Plan. Supplier will include its approach to the handover of security information, configuration documentation, system IDs, and administrative IDs.*

*In addition, Supplier will describe its plan for:*

- *Security provisions for new VITA staff (or its designee's staff) to support the orderly transition of the Services, including any training or knowledge transfer.*
- *Orderly removal of Incumbent Supplier personnel (both physical and logical)*

## **3.5 Documentation Turnover**

*Supplier will describe its approach to the orderly turnover of documentation on the operating environment and the Services it is providing. Documentation shall include all normal operational documentation (e.g. Service Management Manual) but shall also include system and software configuration required to implement systems in support of the services and include such intellectual property as required to support VITA's access and use of the VITA Data and the overall assumption of the Services.*

*Supplier should specifically describe its approach to transition documentation for:*

- *Technical Documentation*
- *Project and RFS Documentation*
- *Process Documentation*

- *Service Management Manual*
- *Governance Documentation*
- *Financial Documentation*

### **3.6 Work in Process**

*Throughout the transition of the Services, work will continue to be performed by Incumbent Supplier in accordance with the approved Service Management Manual. The transition management team will ensure that Incumbent Supplier staff work cooperatively alongside VITA (or its designee) for high quality service delivery.*

*Supplier will identify the level of work which is to be performed during the transition out period and the impact of the transition on that work. Supplier will identify any dependencies on VITA or its designee during the Transition Out Plan for continuity of work.*

#### **3.6.1 Project Close Down and Project Handover**

*Supplier will describe its approach to the process of handing over in-flight solution and solution implementations to VITA or its designee such that there is a continuity of service delivery and service levels attainment.*

### **3.7 Human Resources**

*Supplier will describe its approach to staffing and maintaining staffing levels during the execution of its Transition Out Plan. Supplier will describe its approach to facilitating the take-on or transfer of any of its staff to VITA or other designee.*

*Supplier will describe its plan for facilitating the transfer of knowledge from Incumbent staff to the staff of VITA or its designee, including the form and forums (e.g. training, shadowing, classes, staff transfers, secondment, knowledge objects) for the transfer of knowledge.*

*Upon notice of termination, Supplier will deliver to VITA a revised **Exhibit 5.2 (Personnel Projection Matrix)** and appropriately name affected staff. At the date of termination, Supplier will deliver to VITA another revised Exhibit 5.2 and list of the names of affected staff.*

Virginia Information Technologies Agency



**Exhibit 2.7  
Sites**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

| <b>Overview</b>   |
|---|
| This Sites list includes both Commonwealth Sites and will include Supplier Facilities from which Services will be performed.            |
| Supplier will populate the list on the Supplier Sites tab.  |
| Asset counts are provided in the Commonwealth Sites tab. Supplier should note that this data is for high-level reference purposes only. |
| Some facilities have been redacted from the Commonwealth Sites tab for security purposes.   |

Denotes duplicate values (column G)

Table with columns: Agency ID, Secretariat, Agency Name, Agency Acronym, Address, Address + Agency Acronym, City, Zip, Server, Common + Internet File System (CIFS), Blade Enclosure, Cloned LUN, Cluster, Appliance, Grand Total, EUD (Desktop, Laptop, Tablet). Rows include various agencies like Public Safety and Homeland Security, Health and Human Resources, and Education.



|      |                                     |   |             |                    |                                    |             |                  |       |   |   |   |   |   |   |   |    |     |    |
|------|-------------------------------------|---|-------------|--------------------|------------------------------------|-------------|------------------|-------|---|---|---|---|---|---|---|----|-----|----|
| 601  | Health and Human Resources          | Department of Health  | VDH         | 1091 Norfolk Ave   | 1091 Norfolk Avenue                | VDH         | Virginia Beach   | 23451 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7  | 1   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                                | DMV         | 1092 Conroy Drive  | 1092 Conroy Drive                  | DMV         | South Boston     | 24592 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 63  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                              | VEC         | 1092 Conroy Drive  | 1092 Conroy Drive                  | VEC         | South Boston     | 24592 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 50 | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 1093 Crute Lane    | 1093 Crute Lane                    | VDOT        | Scottsburg       | 24589 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3  | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 1095 Farm Road     | 1095 Farm Road                     | VDOT        | South Boston     | 24592 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1  | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 10972 Buckley Hal  | 10972 Buckley Hall Road            | ABC         | Mathews          | 23109 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                                | DMV         | 110 DMV Drive      | 110 DMV Drive                      | DMV         | Kilmarnock       | 22482 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 9  | 1   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration            | DOC         | 110 Edwards Ferry  | 110 Edwards Ferry Road Northeast   | DOC         | Leesburg         | 20176 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 110 King Street    | 110 King Street                    | ABC         | Keysville        | 23947 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                              | DJJ         | 110 North Madison  | 110 North Madison Road             | DJJ         | Orange           | 22960 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 2   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                               | DSS         | 110 North Mason    | 110 North Mason Street             | DSS         | Harrisonburg     | 22802 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 70 | 57  | 0  |
| 601  | Health and Human Resources          | Department of Health  | VDH         | 110 North Mason    | 110 North Mason Street             | VDH         | Harrisonburg     | 22802 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 37  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                               | DSS         | 110 Roseale Ave    | 110 Roseale Avenue                 | DSS         | Covington        | 24426 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 39 | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 110 Seaford Road   | 110 Seaford Road                   | VDOT        | Seaford          | 23696 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 3   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                              | VEC         | 110 South Seventh  | 110 South Seventh Street           | VEC         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                                | DMV         | 110 Walker Street  | 110 Walker Street                  | DMV         | Lexington        | 24450 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 11 | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration            | DOC         | 110 Wright Street  | 110 Wright Street                  | DOC         | Marion           | 24354 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 42 | 36  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 1100 Armory Drive  | 1100 Armory Drive                  | ABC         | Franklin         | 23851 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services             | VDACS       | 1100 Armory Drive  | 1100 Armory Drive                  | VDACS       | Franklin         | 23851 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 140  | Public Safety and Homeland Security | Department of Criminal Justice Services                     | DCJS        | 1100 Bank Street   | 1100 Bank Street                   | DCJS        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46 | 108 | 5  |
| 194  | Administration                      | Department of General Services                              | DGS         | 1100 Bank Street   | 1100 Bank Street                   | DGS         | Richmond         | 23219 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 80 | 50  | 9  |
| 409  | Commerce and Trade                  | Department of Mines, Minerals and Energy                    | DMME        | 1100 Bank Street   | 1100 Bank Street                   | DMME        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5  | 18  | 1  |
| 132  | Administration                      | Department of Elections                                     | ELECT       | 1100 Bank Street   | 1100 Bank Street                   | ELECT       | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | 48  | 6  |
| 606  | Health and Human Resources          | Virginia Board for People with Disabilities                 | VBPd        | 1100 Bank Street   | 1100 Bank Street                   | VBPd        | Richmond         | 23219 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1  | 12  | 2  |
| 136  | Technology                          | Virginia Information Technologies Agency                    | VITA        | 1100 Bank Street   | 1100 Bank Street                   | VITA        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 11001 Spring Run   | 11001 Spring Run Road              | VDOT        | Chesterfield     | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation                     | DCR         | 11012 Edmonds Ln   | 11012 Edmonds Lane                 | DCR         | Delaplane        | 20144 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7  | 2   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11016 Kentucky Sp  | 11016 Kentucky Springs Road        | ABC         | Mineral          | 23117 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 2   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services            | DARS        | 1102 Monticello R  | 1102 Monticello Road               | DARS        | Charlottesville  | 22902 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0  | 2   | 0  |
| 720  | Health and Human Resources          | Dept. of Behavioral Health and Developmental Services       | DBHDS       | 1102 Monticello R  | 1102 Monticello Road               | DBHDS       | Charlottesville  | 22902 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0  | 0   | 0  |
| 702  | Health and Human Resources          | Department for the Blind and Vision Impaired                | DBVI        | 1102 Monticello R  | 1102 Monticello Road               | DBVI        | Charlottesville  | 22902 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | 11  | 0  |
| 263  | Health and Human Resources          | Virginia Rehabilitation Center for the Blind and Vision Imp | VRCBVI      | 1102 Monticello R  | 1102 Monticello Road               | VRCBVI      | Charlottesville  | 22902 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 1103 South Militar | 1103 South Military Highway        | ABC         | Chesapeake       | 23320 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5  | 16  | 0  |
| 8177 | Natural Resources                   | Virginia Outdoors Foundation                                | VOF         | 1108 East Main St  | 1108 East Main Street              | VOF         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 1108 Nester Road   | 1108 Nester Road                   | VDOT        | Thaxton          | 24174 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11083-E Marsh Ro   | 11083-E Marsh Road                 | ABC         | Beaeton          | 22712 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 11084 Jefferson    | 11084 Jefferson Highway            | VDOT        | Mineral          | 23117 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3  | 0   | 0  |
| 702  | Health and Human Resources          | Department for the Blind and Vision Impaired                | DBVI        | 111 Commonwealth   | 111 Commonwealth Avenue            | DBVI        | Charlottesville  | 22902 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 10  | 11 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                              | DJJ         | 111 Ennis Street   | 111 Ennis Street                   | DJJ         | Bowling Green    | 24227 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 3   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                              | DJJ         | 111 Polk Street    | 111 Polk Street                    | DJJ         | Montross         | 22520 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                               | DSS         | 111 South Street   | 111 South Street                   | DSS         | Farmville        | 23901 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37 | 1   | 0  |
| 601  | Health and Human Resources          | Department of Health  | VDH         | 111 South Street   | 111 South Street                   | VDH         | Farmville        | 23901 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 17 | 15  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11108 Midlothian   | 11108 Midlothian Turnpike          | ABC         | Richmond         | 23235 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 127  | Public Safety and Homeland Security | Department of Emergency Management                          | DEM         | 1111 East Broad St | 1111 East Broad Street             | DEM         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 194  | Administration                      | Department of General Services                              | DGS         | 1111 East Broad St | 1111 East Broad Street             | DGS         | Richmond         | 23219 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 19 | 80  | 0  |
| 132  | Finance                             | Department of Planning and Budget                           | DPB         | 1111 East Broad St | 1111 East Broad Street             | DPB         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 54 |
| 123  | Executive Offices                   | Office of the Governor                                      | GOV         | 1111 East Broad St | 1111 East Broad Street             | GOV         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55 | 193 | 15 |
| 147  | Health and Human Resources          | Office of the State Inspector General                       | OSIG        | 1111 East Broad St | 1111 East Broad Street             | OSIG        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 192  | Commerce and Trade                  | Secretary of Commerce and Trade                             | SCT         | 1111 East Broad St | 1111 East Broad Street             | SCT         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 190  | Finance                             | Secretary of Finance  | SFIN        | 1111 East Broad St | 1111 East Broad Street             | SFIN        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 188  | Health and Human Resources          | Secretary of Health & Human Resources                       | SHHR        | 1111 East Broad St | 1111 East Broad Street             | SHHR        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 183  | Natural Resources                   | Secretary of Natural Resources                              | SNR         | 1111 East Broad St | 1111 East Broad Street             | SNR         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 180  | Administration                      | Secretary of Administration                                 | SOA         | 1111 East Broad St | 1111 East Broad Street             | SOA         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  |
| 166  | Executive Offices                   | Secretary of the Commonwealth                               | SOC         | 1111 East Broad St | 1111 East Broad Street             | SOC         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 183  | Education                           | Secretary of Education                                      | SOE         | 1111 East Broad St | 1111 East Broad Street             | SOE         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 184  | Technology                          | Secretary of Technology                                     | SOECH       | 1111 East Broad St | 1111 East Broad Street             | SOECH       | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 187  | Public Safety and Homeland Security | Secretary of Public Safety and Homeland Security            | SPSHS       | 1111 East Broad St | 1111 East Broad Street             | SPSHS       | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 186  | Transportation                      | Secretary of Transportation                                 | STO         | 1111 East Broad St | 1111 East Broad Street             | STO         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 920  | Unspecified                         | Unspecified   | Unspecified | 1111 East Broad St | 1111 East Broad Street             | Unspecified | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 136  | Technology                          | Virginia Information Technologies Agency                    | VITA        | 1111 East Broad St | 1111 East Broad Street             | VITA        | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 1113 Vinyard Road  | 1113 Vinyard Road                  | ABC         | Vinton           | 24179 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services            | DARS        | 11150 Fairfax Boul | 11150 Fairfax Boulevard            | DARS        | Fairfax          | 22030 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0  | 36  | 0  |
| 702  | Health and Human Resources          | Department for the Blind and Vision Impaired                | DBVI        | 11150 Fairfax Boul | 11150 Fairfax Boulevard            | DBVI        | Fairfax          | 22030 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 4  | 10  | 5  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                             | DVS         | 11150 Fairfax Boul | 11150 Fairfax Boulevard            | DVS         | Fairfax          | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  |
| 601  | Health and Human Resources          | Department of Health  | VDH         | 11150 Fairfax Boul | 11150 Fairfax Boulevard            | VDH         | Fairfax          | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11160-A South Lak  | 11160-A South Lakes Drive          | ABC         | Reston           | 20190 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                               | DSS         | 11161 Virgil Good  | 11161 Virgil Goode Highway         | DSS         | Rocky Mount      | 24151 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 41 | 3   | 0  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                             | DVS         | 11198 Lee Highwa   | 11198 Lee Highway                  | DVS         | Fairfax          | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 112 North Main St  | 112 North Main Street - CHASE CITY | ABC         | Chase City       | 23924 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 1120 Kentuck Chur  | 1120 Kentucky Church Road          | VDOT        | Ringgold         | 24586 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                               | DSS         | 1120 Waples Mill   | 1120 Waples Mill Road              | DSS         | Fairfax          | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11252 Patterson A  | 11252 Patterson Avenue             | ABC         | Richmond         | 23238 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11260 James Swar   | 11260 James Swart Circle           | ABC         | Fairfax          | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                                      | DOF         | 11260 Route 200 N  | 11260 Route 200 North              | DOF         | Kilmarnock       | 22482 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                                | VDOT        | 11276 James Mad    | 11276 James Madison Highway        | VDOT        | Palmyra          | 22963 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 1128 East Lynchbu  | 1128 East Lynchburg Salem Turnpike | ABC         | Bedford          | 24523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 194  | Administration                      | Department of General Services                              | DGS         | 113 North Old Fou  | 113 North Old Fourteenth Street    | DGS         | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services            | DARS        | 113 Short Street   | 113 Short Street                   | DARS        | Pounding Mill    | 24637 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0  | 11  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                              | DJJ         | 113 Taylor Street  | 113 Taylor Street                  | DJJ         | Amherst          | 24521 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                                      | DOF         | 11301 Peachstone   | 11301 Peachstone Trail             | DOF         | Providence Forge | 23140 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 0   | 0  |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries                     | DGIF        | 1132 Thomas Jeffe  | 1132 Thomas Jefferson Road         | DGIF        | Forest           | 24521 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 5  | 20  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 1136 London Boul   | 1136 London Boulevard              | ABC         | Portsmouth       | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of                   | ABC         | 11367 Nuckols Ro   | 11367 Nuckols Road                 | ABC         | Glen Allen       | 23060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                      | NGC         | 1138 Rose Hill Dr  | 1138 Rose Hill Drive               | NGC         | Charlottesville  | 22903 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |    |     |    |

Table with 16 columns: Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department, Agency/Department. Contains detailed site information for various agencies including DCR, DCR, DCR, etc.





|     |                                     |  |      |                      |   |      |                  |       |   |   |   |   |   |   |   |    |     |    |    |
|-----|-------------------------------------|--|------|----------------------|---|------|------------------|-------|---|---|---|---|---|---|---|----|-----|----|----|
| 182 | Commerce and Trade                  | Virginia Employment Commission                   | VEC  | 1300 Greenville Ct   | 1300 Greenville County Circle           | VEC  | Emporia          | 23847 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 3   | 0  |    |
| 262 | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS | 1300 Sunset Lane     | 1300 Sunset Lane                        | DARS | Culpeper         | 22701 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  | 0   | 9  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 13000 Chinn Park     | 13000 Chinn Park Drive                  | VDOT | Woodbridge       | 22192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 2  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13002 Warwick Blvd   | 13002 Warwick Boulevard                 | ABC  | Newport News     | 23602 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 724 | Health and Human Resources          | Children's Hospital                              | CH   | 1301 Richmond Rd     | 1301 Richmond Road                      | CH   | Staunton         | 24401 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0  | 0  |
| 701 | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC  | 1301 Richmond Rd     | 1301 Richmond Road                      | DOC  | Staunton         | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 1  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 1301-1 Main Street   | 1301-1 Main Street                      | ABC  | Altavista        | 24517 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 154 | Transportation                      | Department of Motor Vehicles                     | DMV  | 1301-C Main Street   | 1301-C Main Street                      | DMV  | Altavista        | 24517 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 2  | 16  | 67 | 0  |
| 154 | Transportation                      | Department of Motor Vehicles                     | DMV  | 1301-H Main Street   | 1301-H Main Street                      | DMV  | Altavista        | 24517 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  | 13  | 0  | 0  |
| 411 | Agriculture and Forestry            | Department of Forestry                           | DOF  | 13038 Winston Rd     | 13038 Winston Road                      | DOF  | Ashland          | 23005 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 2  | 0  |
| 777 | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ  | 13049 West James     | 13049 West James Anderson Highway       | DJJ  | Buckingham       | 23921 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1  | 0  |
| 154 | Transportation                      | Department of Motor Vehicles                     | DMV  | 13055 West Hunter    | 13055 West Hunter Road                  | DMV  | Chester          | 23836 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 6  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13053-E Lee Jackson  | 13053-E Lee Jackson Highway             | ABC  | Parrifx          | 22033 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 194 | Administration                      | Department of General Services                   | DGS  | 1308 East Grace St   | 1308 East Grace Street                  | DGS  | Richmond         | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 131 Fredericksburg   | 131 Fredericksburg Road                 | VDOT | Ruckersville     | 22968 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 2  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 131 Lewis Heights    | 131 Lewis Heights Road                  | VDOT | Dryden           | 24243 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0  | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 131 Walker Street    | 131 Walker Street                       | VDH  | Lexington        | 24450 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 17  | 6  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13113 Rivers Bend    | 13113 Rivers Bend Boulevard             | ABC  | Chester          | 23836 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13121 Rittenhouse    | 13121 Rittenhouse Drive                 | ABC  | Middleton        | 23112 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 403 | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF | 1318 Fish Hatchery   | 1318 Fish Hatchery Road                 | DGIF | Stevensville     | 23161 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 132 Lee Jackson      | 132 Lee Jackson Highway                 | ABC  | Staunton         | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 132 Main Street      | 132 Main Street                         | VDH  | Palmyra          | 22963 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 7  | 0  |
| 403 | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF | 1320 Belman Road     | 1320 Belman Road                        | DGIF | Fredericksburg   | 22401 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 10 | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 1320 Central Park    | 1320 Central Park Boulevard             | VDH  | Fredericksburg   | 22401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 13 | 0  |
| 765 | Health and Human Resources          | Department of Social Services                    | DSS  | 1320 LaSalle Avenue  | 1320 LaSalle Avenue                     | DSS  | Hampton          | 23669 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 141 | 86 | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 1320 LaSalle Avenue  | 1320 LaSalle Avenue                     | VDH  | Hampton          | 23669 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 12  | 10 | 0  |
| 411 | Agriculture and Forestry            | Department of Forestry                           | DOF  | 13209 Courthouse     | 13209 Courthouse Road                   | DOF  | Dinwiddie        | 23841 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 6  | 0  |
| 154 | Transportation                      | Department of Motor Vehicles                     | DMV  | 1321 Battle Drive    | 1321 Battle Drive                       | DMV  | Fort Lee         | 23801 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  | 8   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 13257 Fredericksburg | 13257 Fredericksburg Turnpike           | VDOT | Bowling Green    | 22427 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 3  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13300-C Franklin     | 13300-C Franklin Farm Road              | ABC  | Hersdon          | 20171 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 1332 South Main      | 1332 South Main Street                  | ABC  | Blacksburg       | 24060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 765 | Health and Human Resources          | Department of Social Services                    | DSS  | 13360 West James     | 13360 West James Anderson Highway       | DSS  | Buckingham       | 23921 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 22  | 1  | 0  |
| 262 | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS | 13370 Minnieville    | 13370 Minnieville Road                  | DARS | Woodbridge       | 22192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 182 | Commerce and Trade                  | Virginia Employment Commission                   | VEC  | 13370 Minnieville    | 13370 Minnieville Road                  | VEC  | Woodbridge       | 22192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 24  | 9  | 0  |
| 136 | Technology                          | Virginia Information Technologies Agency         | VITA | 13370 Minnieville    | 13370 Minnieville Road                  | VITA | Woodbridge       | 22192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 1338 Smith's Neck    | 1338 Smith's Neck Road                  | VDOT | Smithfield       | 23430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 5  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 134 Fire Tower Ln    | 134 Fire Tower Lane                     | VDOT | Drakes Branch    | 23937 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0  | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 134 Roberts Street   | 134 Roberts Street                      | VDH  | Wise             | 22403 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 18  | 23 | 0  |
| 701 | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC  | 134 Taylor Road      | 134 Taylor Road                         | DOC  | Cedar Bluff      | 24609 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 12 | 13 |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 1340 North Great     | 1340 North Great Neck Road              | ABC  | Virginia Beach   | 23454 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 13410 Cox Road       | 13410 Cox Road                          | VDOT | Church Road      | 23833 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0  | 0  |
| 777 | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ  | 1345 Court Street    | 1345 Court Street                       | DJJ  | Portsmouth       | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 18 | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 1347 Piney Forest    | 1347 Piney Forest Road                  | VDH  | Danville         | 24540 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13478 Carrollton     | 13478 Carrollton Boulevard              | ABC  | Carrollton       | 23314 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 701 | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC  | 1349 Correctional    | 1349 Correctional Center Road           | DOC  | Dillwyn          | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 99  | 59 | 1  |
| 411 | Agriculture and Forestry            | Department of Forestry                           | DOF  | 135 Bank Street      | 135 Bank Street                         | DOF  | Front Royal      | 23890 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 7  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 135 Crooked Run      | 135 Crooked Run Plaza                   | ABC  | Front Royal      | 22630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 765 | Health and Human Resources          | Department of Social Services                    | DSS  | 135 Hall Avenue      | 135 Hall Avenue                         | DSS  | Suffolk          | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 90  | 21 | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 135 Hall Avenue      | 135 Hall Avenue                         | VDH  | Suffolk          | 23434 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  | 49  | 20 | 0  |
| 409 | Commerce and Trade                  | Department of Mines, Minerals and Energy         | DMME | 135 Highland Drive   | 135 Highland Drive                      | DMME | Lebanon          | 24266 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 2   | 46 | 0  |
| 702 | Health and Human Resources          | Department for the Blind and Vision Impaired     | DBVI | 1351 Hershberger     | 1351 Hershberger Road                   | DBVI | Roanoke          | 24012 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  | 0   | 0  | 0  |
| 765 | Health and Human Resources          | Department of Social Services                    | DSS  | 1351 Hershberger     | 1351 Hershberger Road                   | DSS  | Roanoke          | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 912 | Public Safety and Homeland Security | Department of Veterans Services                  | DVS  | 1351 Hershberger     | 1351 Hershberger Road                   | DVS  | Roanoke          | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 136 | Technology                          | Virginia Information Technologies Agency         | VITA | 1351 Hershberger     | 1351 Hershberger Road                   | VITA | Roanoke          | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 701 | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC  | 13510 Cox Road       | 13510 Cox Road                          | DOC  | Church Road      | 23833 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 708 | Health and Human Resources          | Commonwealth Center for Children and Adolescents | CCCA | 1355 Richmond Rd     | 1355 Richmond Road                      | CCCA | Staunton         | 24401 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 68  | 12 | 0  |
| 912 | Public Safety and Homeland Security | Department of Veterans Services                  | DVS  | 1361 West Danville   | 1361 West Danville Street               | DVS  | South Hill       | 23970 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 1363 George Wash     | 1363 George Washington Memorial Highway | VDOT | Gloucester Point | 23062 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 10  | 1  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 1370 Gaskins Road    | 1370 Gaskins Road                       | ABC  | Richmond         | 23238 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 13717 Ritchie Road   | 13717 Ritchie Road                      | VDOT | Dinwiddie        | 23841 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1  | 0  |
| 411 | Agriculture and Forestry            | Department of Forestry                           | DOF  | 138 Courthouse Ln    | 138 Courthouse Lane                     | DOF  | Bowling Green    | 22427 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 5  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 138 Scottsville Sho  | 138 Scottsville Shopping Center         | ABC  | Scottsville      | 24590 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 501 | Transportation                      | Department of Transportation                     | VDOT | 1382 Mount Olive     | 1382 Mount Olive Road                   | VDOT | Toms Brook       | 22660 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0  | 0  |
| 765 | Health and Human Resources          | Department of Social Services                    | DSS  | 139 East Court Str   | 139 East Court Street                   | DSS  | Rocky Mount      | 24151 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 817 | Natural Resources                   | Virginia Outdoors Foundation                     | VOF  | 139 Prince Street    | 139 Prince Street                       | VOF  | Tappahannock     | 22560 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 440 | Natural Resources                   | Department of Environmental Quality              | DEQ  | 13901 Crown Cour     | 13901 Crown Court                       | DEQ  | Woodbridge       | 22193 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0  | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 13908 US Highway     | 13908 US Highway                        | VDH  | Chatham          | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13944 Lee Jackson    | 13944 Lee Jackson Highway               | ABC  | Chantilly        | 20151 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 999 | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC  | 13991 Jefferson Dr   | 13991 Jefferson Davis Highway           | ABC  | Woodbridge       | 22191 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0  | 0  |
| 912 | Public Safety and Homeland Security | Department of Veterans Services                  | DVS  | 139A Deer Run Rd     | 139A Deer Run Road                      | DVS  | Danville         | 24540 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 2  | 0  |
| 601 | Health and Human Resources          | Department of Health                             | VDH  | 140 Fisher Avenue    | 140 Fisher Avenue                       | VDH  |                  |       |   |   |   |   |   |   |   |    |     |    |    |

|      |                                     |  |             |                        |  |             |                        |       |   |   |   |   |   |   |   |   |     |    |   |   |
|------|-------------------------------------|--|-------------|------------------------|--|-------------|------------------------|-------|---|---|---|---|---|---|---|---|-----|----|---|---|
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 1425 Arnolds Valle     | 1425 Arnolds Valley Road                 | DJJ         | Natural Bridge Station | 24579 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0  |   |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 1426 Columbia Pk       | 1426 Columbia Pike                       | VDOT        | Arlington              | 22204 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 3  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 1426 North Augusta     | 1426 North Augusta Street                | VDH         | Staunton               | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 11 | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 1426G Centreville      | 1426G Centreville Square                 | VDH         | Dulles                 | 20101 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 14277 Sam Sneed        | 14277 Sam Sneed Highway                  | VDOT        | Warm Springs           | 24385 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 1428 Cedar Road        | 1428 Cedar Road                          | DVS         | Chesapeake             | 23322 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 143 Third Street N     | 143 Third Street Northwest               | DJJ         | Pulaski                | 24301 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 143 Third Street N     | 143 Third Street Northwest               | VDH         | Pulaski                | 24301 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2  | 2 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1434 Sams Drive        | 1434 Sams Drive                          | ABC         | Chesapeake             | 23320 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 14380 Terrapin Dr      | 14380 Terrapin Drive                     | DOC         | Capron                 | 23829 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 2  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 14381 Enterprise R     | 14381 Enterprise Road                    | VDOT        | Abingdon               | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 9  | 3 | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 144 Prison Lane        | 144 Prison Lane                          | DOC         | Troy                   | 22974 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 149 | 84 | 1 |   |
| 8213 | N/A - Nonthrop Grumman              | N/A - Nonthrop Grumman                           | NBC         | 144 Prison Lane        | 144 Prison Lane NGC                      | NBC         | Troy                   | 22974 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 1440 Columbia Pk       | 1440 Columbia Pike                       | VDOT        | Arlington              | 22204 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 8213 | Unspecified                         | Unspecified                                      | Unspecified | 14421 Justice Road     | 14421 Justice Road Unspecified           | Unspecified | Midlothian             | 23113 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS       | 1444 Diamond Spr       | 1444 Diamond Springs Road                | VDACS       | Virginia Beach         | 23455 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1445 Chain Bridge      | 1445 Chain Bridge Road                   | ABC         | McLean                 | 22101 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1446 Chain Bridge      | 1446 Chain Bridge Road                   | ABC         | Mc Lean                | 22101 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 145 CLIFF ROAD         | 145 CLIFF ROAD                           | DCR         | MONTRON                | 22520 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 10 | 0 |   |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF        | 14505 Paint Bank       | 14505 Paint Bank Road                    | DGIF        | Paint Bank             | 24131 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 14521 Forest Road      | 14521 Forest Road ABC                    | ABC         | Forest                 | 24551 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1454 North Point       | 1454 North Point Village Shopping Center | ABC         | Reston                 | 20194 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 14545 Old Belfield     | 14545 Old Belfield Road                  | DOC         | Capron                 | 23829 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 43  | 43 | 5 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 1457 Concord Road      | 1457 Concord Road                        | VDOT        | Chatham                | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 146 Madison Road       | 146 Madison Road                         | DSS         | Orange                 | 22960 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14  | 24 | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 14609 Telegraph R      | 14609 Telegraph Road                     | VDOT        | Woodbridge             | 22192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 5  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 147 Thomas Road        | 147 Thomas Road                          | VDOT        | Dilwyn                 | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1480-3C QuarterP       | 1480-3C QuarterPath Road                 | ABC         | Williamsburg           | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 14807 Moneta Road      | 14807 Moneta Road                        | ABC         | Moneta                 | 24121 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 14817 Spotswood        | 14817 Spotswood Trail                    | ABC         | Elkton                 | 22827 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1483 West Main St      | 1483 West Main Street                    | ABC         | Salem                  | 24153 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 14831 Lee Highway      | 14831 Lee Highway                        | VDOT        | Gainesville            | 20155 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 149 Clay Drive         | 149 Clay Drive                           | ABC         | Pounding Mill          | 24637 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 14900 Murdoch St       | 14900 Murdoch Street                     | VDOT        | Chantilly              | 20151 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 22 | 0 |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 14950 Northridge       | 14950 Northridge Drive                   | DMV         | Chantilly              | 20151 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 47  | 7  | 1 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 15 Dilwyn Primary      | 15 Dilwyn Primary Road                   | DSS         | Dilwyn                 | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 15 Ford Avenue         | 15 Ford Avenue                           | DJJ         | Stanardsville          | 22973 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 15 Foster Road         | 15 Foster Road                           | VDH         | Cumbersland            | 23040 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 0  | 0 |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 15 Water Street        | 15 Water Street                          | DMV         | Front Royal            | 22630 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 11  | 2  | 1 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15 Winter Harbor       | 15 Winter Harbor Road                    | VDOT        | Colonial Beach         | 22443 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 150 Commercial St      | 150 Commercial Street                    | VDH         | Winchester             | 22601 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 150 E Street           | 150 E Street                             | VDOT        | Hampton                | 23661 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 2  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 150 North Main St      | 150 North Main Street                    | DJJ         | Suffolk                | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 2  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 150 South Main St      | 150 South Main Street                    | DJJ         | Lexington              | 24450 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 150 State Shed Road    | 150 State Shed Road                      | VDOT        | Fancy Gap              | 24328 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 1500 East Little Creek | 1500 East Little Creek Road              | DJJ         | Norfolk                | 23518 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 1  | 3 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 1501 West City Point   | 1501 West City Point Road                | VDH         | Hogewell               | 23860 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 1  | 1 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 1502 Williamson R      | 1502 Williamson Road                     | VDH         | Roanoke                | 24012 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 73  | 48 | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1506 South Main        | 1506 South Main Street                   | ABC         | Farmville              | 23901 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 15068 Lee Highway      | 15068 Lee Highway                        | DSS         | Bristol                | 24202 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25  | 36 | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 15068 Lee Highway      | 15068 Lee Highway                        | VDH         | Bristol                | 24202 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20  | 20 | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1507 London Boule      | 1507 London Boulevard                    | ABC         | Portsmouth             | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 402  | Natural Resources                   | Marine Resources Commission                      | MRC         | 1507 London Boule      | 1507 London Boulevard                    | MRC         | Portsmouth             | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 1510 North Twent       | 1510 North Twenty Eighth Street          | VDH         | Richmond               | 23223 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 1510 Williamson R      | 1510 Williamson Road                     | DSS         | Roanoke                | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 240 | 9  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 15127 Patrick Hen      | 15127 Patrick Henry Highway              | ABC         | Amelia Court House     | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 15149 Montanus Dr      | 15149 Montanus Drive                     | ABC         | Culpeper               | 22701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15164 Runions Cre      | 15164 Runions Creek Road                 | VDOT        | Broadway               | 22815 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 152 Tunnel Facility    | 152 Tunnel Facility Drive                | VDOT        | Portsmouth             | 23707 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 4  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1521 Parham Road       | 1521 Parham Road                         | ABC         | Richmond               | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 1522 Prison Road       | 1522 Prison Road                         | DOC         | Dilwyn                 | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 78  | 58 | 1 |   |
| 402  | Natural Resources                   | Marine Resources Commission                      | MRC         | 15237 Arthurs Cou      | 15237 Arthurs Court                      | MRC         | Belle Haven            | 23306 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 5  | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 1524 Belle View Rd     | 1524 Belle View Boulevard                | ABC         | Alexandria             | 22307 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15308 Waterwork        | 15308 Waterworks Road                    | VDOT        | Smithfield             | 23430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15320 Saint James      | 15320 Saint Jameson Road                 | VDOT        | Culpeper               | 22701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0 |   |
| 702  | Health and Human Resources          | Department for the Blind and Vision Impaired     | DBVI        | 1535 High Street       | 1535 High Street                         | DBVI        | Richmond               | 23220 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 7  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 154 Shop Road          | 154 Shop Road                            | VDOT        | Chilhowie              | 24319 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 1541 Concord Road      | 1541 Concord Road                        | DOC         | Chatham                | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 1541 Thompson M        | 1541 Thompson Memorial Drive             | VDOT        | Salem                  | 24153 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 1  | 0 |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 1548-A Holland Rd      | 1548-A Holland Road                      | DCR         | Suffolk                | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 156 Three Oaks Rd      | 156 Three Oaks Road                      | VDOT        | Nottoway               | 23055 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 5  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15610 Cosby Road       | 15610 Cosby Road                         | VDOT        | Chesterfield           | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 157 North Main St      | 157 North Main Street                    | DOC         | Suffolk                | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 157 North Main St      | 157 North Main Street                    | VEC         | Suffolk                | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 181  | Commerce and Trade                  | Department of Labor and Industry                 | DOLI        | 1570 East Parham       | 1570 East Parham Road                    | DOLI        | Richmond               | 23228 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 24 | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 1572 Radford Chu       | 1572 Radford Church Road                 | VDOT        | Moneta                 | 24121 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 15722 Jefferson D      | 15722 Jefferson Davis Highway            | VDOT        | Woodbridge             | 22191 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 158 Courthouse La      | 158 Courthouse Lane                      | DSS         | Monterey               | 24465 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 0  | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 158 Front Royal Pk     | 158 Front Royal Pike                     | VDH         | Winchester             | 22602 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 158 Menoke Road        | 158 Menoke Road                          | VDOT        | Warsaw                 | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 1 |   |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS       | 1580 North Frankl      | 1580 North Franklin Street               | VDACS       | Christiansburg         | 24073 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0 |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | D           |                        |  |             |                        |       |   |   |   |   |   |   |   |   |     |    |   |   |

|      |                                     |   |             |                      |   |             |                            |       |   |   |   |   |   |   |   |   |    |     |     |    |   |
|------|-------------------------------------|---|-------------|----------------------|---|-------------|----------------------------|-------|---|---|---|---|---|---|---|---|----|-----|-----|----|---|
| 738  | Health and Human Resources          | Southwestern Virginia Training Center                 | SWVTC       | 160 Training Center  | 160 Training Center Road                    | SWVTC       | Hillsville                 | 24343 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 134 | 2   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 1600 Fifth Street    | 1600 Fifth Street                           | DSS         | Charlottesville            | 22902 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 37  | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC         | 1600 North Coalter   | 1600 North Coalter                          | DOC         | Staunton                   | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 4   | 1  | 1 |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                       | DVS         | 1600 North Coalter   | 1600 North Coalter                          | DVS         | Staunton                   | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 2   | 0  | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ         | 1600 Oliver Hill Way | 1600 Oliver Hill Way                        | DJJ         | Richmond                   | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 35  | 12  | 32 | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 1600 Oliver Hill Way | 1600 Oliver Hill Way                        | DSS         | Richmond                   | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS        | 1600 Roseneath Ave   | 1600 Roseneath Avenue                       | DARS        | Richmond                   | 23230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1600 Tappahannock    | 1600 Tappahannock Boulevard                 | ABC         | Tappahannock               | 22560 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                       | DVS         | 1601 Broad Rock      | 1601 Broad Rock Boulevard                   | DVS         | Richmond                   | 23224 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 1   | 0  | 0 |
| 922  | Public Safety and Homeland Security | Sitter-Barfoot Veterans Care Center                   | SBVCC       | 1601 Broad Rock      | 1601 Broad Rock Boulevard                   | SBVCC       | Richmond                   | 23224 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1  | 96  | 44  | 1  | 1 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ         | 1601 Old Bon Air Rd  | 1601 Old Bon Air Road                       | DJJ         | Richmond                   | 23235 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 27  | 34  | 1  | 1 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1601 Orange Road     | 1601 Orange Road                            | VDOT        | Culpeper                   | 22701 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 101 | 166 | 9  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1601 Willow Lawn     | 1601 Willow Lawn Drive                      | ABC         | Richmond                   | 23230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS        | 1601 Willow Lawn     | 1601 Willow Lawn Drive                      | DARS        | Richmond                   | 23230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS        | 1602 Rolling Hills   | 1602 Rolling Hills Drive                    | DARS        | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 13  | 0  | 0 |
| 751  | Health and Human Resources          | Department for the Deaf & Hard-of-Hearing             | VDDHH       | 1602 Rolling Hills   | 1602 Rolling Hills Drive                    | VDDHH       | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 10  | 1   | 1  | 1 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1602 Rolling Hills   | 1602 Rolling Hills Drive                    | VDOT        | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 5   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 1604 Santa Rosa R    | 1604 Santa Rosa Road                        | DSS         | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 55  | 65  | 0  | 0 |
| 200  | Health and Human Resources          | Comprehensive Services for At-Risk Youth and Families | Unspecified | 1604 Santa Rosa R    | 1604 Santa Rosa Road                        | Unspecified | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1606 Three Chopt     | 1606 Three Chopt Road                       | VDOT        | Richmond                   | 23233 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC         | 1607 Planters Road   | 1607 Planters Road                          | DOC         | Lawrenceville              | 23868 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 68 | 18  | 1   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 16078 Greenwood      | 16078 Greenwood Church Road                 | VDOT        | Montpelier                 | 23192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 161 Main Street      | 161 Main Street                             | VDH         | New Castle                 | 24127 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6  | 2   | 0   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC         | 161 Stewart Drive    | 161 Stewart Drive                           | DOC         | Franklin                   | 23851 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 2   | 9   | 0  | 0 |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS        | 1610 Forest Avenue   | 1610 Forest Avenue                          | DARS        | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7  | 32  | 1   | 1  | 1 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 1610 Forest Avenue   | 1610 Forest Avenue                          | DSS         | Richmond                   | 23229 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 14  | 92  | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 16101 Goodes Bridge  | 16101 Goodes Bridge Road                    | VDOT        | Amelia Court House         | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 9   | 4   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1612 Laskin Road     | 1612 Laskin Road                            | ABC         | Virginia Beach             | 23451 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1615 General Booth   | 1615 General Booth Boulevard                | ABC         | Virginia Beach             | 23454 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 1615 Glenfield Ave   | 1615 Glenfield Avenue                       | VDH         | Richmond                   | 23224 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1618 West Virginia   | 1618 West Virginia Avenue                   | ABC         | Crewe                      | 23930 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1620 Cedar Road      | 1620 Cedar Road                             | ABC         | Chesapeake                 | 23322 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 16273 General Puller | 16273 General Puller Highway                | ABC         | Deltaville                 | 23043 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 16289 Rolfe Highway  | 16289 Rolfe Highway                         | VDOT        | Surry                      | 23883 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 6   | 0  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV         | 1629 Forest Road     | 1629 Forest Road                            | DMV         | Bedford                    | 24523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 12  | 1   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 163 Fort Evans Road  | 163 Fort Evans Road                         | VDH         | Leesburg                   | 20176 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 4   | 1   | 0  | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF         | 163 Kabler Lane      | 163 Kabler Lane                             | DOF         | Rustburg                   | 24588 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR         | 1632 Belle Isle Road | 1632 Belle Isle Road                        | DCR         | Lancaster                  | 23043 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 5   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 1632 Lawrenceville   | 1632 Lawrenceville Plank Road               | VDH         | Lawrenceville              | 23868 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 4   | 5   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 16320 Church Street  | 16320 Church Street                         | VDH         | Amelia Court House         | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 0   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 16360 Dunn Street    | 16360 Dunn Street                           | DSS         | Amelia Court House         | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 18  | 1   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 164 Patterson Mill   | 164 Patterson Mill Lane                     | VDOT        | Crozet                     | 22932 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 1   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 164 Wyche Road       | 164 Wyche Road                              | VDOT        | Stafford                   | 22554 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 3   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 16424 Consumer Row   | 16424 Consumer Row                          | ABC         | King George                | 22485 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 16427 Wise Street    | 16427 Wise Street                           | ABC         | Saint Paul                 | 24283 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC         | 1650 Park Avenue     | 1650 Park Avenue                            | DOC         | Norton                     | 24273 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 2   | 18 | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF         | 16520 Five Forks     | 16520 Five Forks Road                       | DOF         | Amelia Court House         | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 1653 Seminole Trail  | 1653 Seminole Trail                         | ABC         | Charlottesville            | 22901 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV         | 1657 Lover's Gap     | 1657 Lover's Gap Road                       | DMV         | Vansant                    | 24656 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 11  | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 16605 Mountain Road  | 16605 Mountain Road                         | ABC         | Montpelier                 | 23192 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 16661 River Ridge    | 16661 River Ridge Boulevard                 | ABC         | Woodbridge                 | 22191 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 167 Courthouse La    | 167 Courthouse Landing Road                 | VDH         | King And Queen Court House | 23085 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 3   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC         | 167 Hillwood Avenue  | 167 Hillwood Avenue                         | ABC         | Falls Church               | 22046 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1680 Coles Rolling   | 1680 Coles Rolling Road                     | VDOT        | Keene                      | 22946 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0   | 0  | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF         | 1685 Francisco Rd    | 1685 Francisco Road                         | DOF         | Dillwyn                    | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 6   | 0  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV         | 17 First Street      | 17 First Street                             | DMV         | Staunton                   | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 15  | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 170 Fourth Street    | 170 Fourth Street Northwest                 | VDH         | Pulaski                    | 24301 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 9   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 170 West Shirley A   | 170 West Shirley Avenue                     | DSS         | Warrenton                  | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1700 North Main S    | 1700 North Main Street                      | VDOT        | Suffolk                    | 23434 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2  | 164 | 311 | 14 | 0 |
| 8213 | Unspecified                         | Unspecified   | Unspecified | 1700 North Main S    | 1700 North Main Street - NG DEPOT SUFFOLK U | Unspecified | Suffolk                    | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ         | 17000 Josiah Parker  | 17000 Josiah Parker Circle                  | DJJ         | Isle of Wight              | 23397 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 1   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 1700-A Powhite Pk    | 1700-A Powhite Parkway                      | VDOT        | Richmond                   | 23226 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 3   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 1701 High Street     | 1701 High Street                            | DSS         | Portsmouth                 | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 260 | 65  | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 1701 High Street     | 1701 High Street                            | VDH         | Portsmouth                 | 23704 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 53  | 32  | 0  | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ         | 1701 Old Bon Air R   | 1701 Old Bon Air Road                       | DJJ         | Richmond                   | 23235 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 19  | 4   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC         | 1704 Beverly Heights | 1704 Beverly Heights                        | DOC         | Chatham                    | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 6   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                          | VDOT        | 171 Burnt Store Rd   | 171 Burnt Store Road                        | VDOT        | La Crosse                  | 23950 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 17100 Monument       | 17100 Monument Circle                       | DSS         | Isle Of Wight              | 23397 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 32  | 8   | 0  | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF         | 17106 Monument       | 17106 Monument Circle                       | DOF         | Isle Of Wight              | 23397 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV         | 1712 Donna Drive     | 1712 Donna Drive                            | DMV         | Virginia Beach             | 23454 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 37  | 1   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 172 Courthouse La    | 172 Courthouse Lane                         | DSS         | King William               | 23086 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 16  | 3   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 172 Courthouse La    | 172 Courthouse Lane                         | VDH         | King William               | 23086 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 5   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS         | 17202 Richmond       | 17202 Richmond Turnpike                     | DSS         | Milford                    | 22514 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 28  | 10  | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH         | 17202 Richmond       | 17202 Richmond Turnpike                     | VDH         | Milford                    | 22514 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 9   | 5   | 0  | 0 |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries               | DGIF        | 1724 Buller Hatche   | 1724 Buller Hatchery Road                   | DGIF        | Marion                     | 24354 | 0 |   |   |   |   |   |   |   |    |     |     |    |   |

|      |                                     |  |       |                     |                                    |                       |       |    |     |   |   |   |   |   |   |     |     |     |
|------|-------------------------------------|--|-------|---------------------|------------------------------------|-----------------------|-------|----|-----|---|---|---|---|---|---|-----|-----|-----|
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 180 West Main Str   | 180 West Main Street DARS          | Wytheville            | 24382 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1800 Lynhaven Av    | 1800 Lynhaven Avenue VDH           | Richmond              | 23224 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 1800 Sandy Hook     | 1800 Sandy Hook Road DMV           | Goochland             | 23063 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 1800 Sandy Hook     | 1800 Sandy Hook Road DSS           | Goochland             | 23063 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 26  | 2   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1800 Sandy Hook     | 1800 Sandy Hook Road VDH           | Goochland             | 23063 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 5   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 1800 South Creek    | 1800 South Creek Drive ABC         | Powhatan              | 23139 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 1801 Old Bon Air    | 1801 Old Bon Air Road DJJ          | Richmond              | 23235 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 2   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 18013 Forest Road   | 18013 Forest Road ABC              | Forest                | 24551 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 18035 Jefferson D   | 18035 Jefferson Davis Highway ABC  | Ruther Glen           | 22546 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 18151 AL Philpott   | 18151 AL Philpott Highway VDOT     | Ridgeway              | 24148 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 1   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 18155 A L Philpott  | 18155 A L Philpott Highway DOC     | Ridgeway              | 24148 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 11  | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 182 Delco Plaza     | 182 Delco Plaza ABC                | Winchester            | 22602 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 18200 Jefferson D   | 18200 Jefferson Davis Highway VDOT | Dumfries              | 22026 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 1821 Estaline Valle | 1821 Estaline Valley Road DOC      | Craigsville           | 24430 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 108 | 61  | 1   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 18269 James Madi    | 18269 James Madison Highway VDOT   | Gordonsville          | 22942 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 183 Community St    | 183 Community Street ABC           | Charlottesville       | 22911 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 1835 Industry Driv  | 1835 Industry Drive DSS            | Culpeper              | 22701 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 56  | 12  | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1835 Industry Driv  | 1835 Industry Drive VDOT           | Culpeper              | 22701 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR   | 184 Laurel Hill Roa | 184 Laurel Hill Road DCR           | Verona                | 24482 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 1845 Orange Road    | 1845 Orange Road DOC               | Culpeper              | 22701 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 5   | 11  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS | 18491 Garey Road    | 18491 Garey Road VDACS             | Nella                 | 23410 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 185 Southgate Shc   | 185 Southgate Shopping Center ABC  | Culpeper              | 22701 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 1850 Cameron Gle    | 1850 Cameron Glen Drive DSS        | Reston                | 20190 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1850 Cameron Gle    | 1850 Cameron Glen Drive VDH        | Reston                | 20190 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 18505 Crossroad P   | 18505 Crossroad Parkway DMV        | Culpeper              | 22701 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 15  | 1   | 1   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 186 West Main Str   | 186 West Main Street VDH           | Independence          | 24348 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 8   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 187 Spraker Road    | 187 Spraker Road VDOT              | Crockett              | 24323 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 18849 Kings Highw   | 18849 Kings Highway DSS            | Montross              | 22520 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 29  | 3   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 18849 Kings Highw   | 18849 Kings Highway VDH            | Montross              | 22520 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 10  | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1896 Laver Road     | 1896 Laver Road VDH                | Virginia Beach        | 23460 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1897 Friedlens Chu  | 1897 Friedlens Church Road VDOT    | Mount Crawford        | 22841 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF   | 19 Arrowhead Circ   | 19 Arrowhead Circle DOF            | Spencer               | 24165 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 190 Beech Street    | 190 Beech Street DSS               | Gate City             | 24251 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 30  | 14  | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 190 Beech Street    | 190 Beech Street VDH               | Gate City             | 24251 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 13  | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 190 Patton Street   | 190 Patton Street DSS              | Abingdon              | 24210 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 62  | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 1900 Chatsworth     | 1900 Chatsworth Avenue DJJ         | Richmond              | 23235 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 93  | 95  | 3   |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF  | 1900 Kraft Drive    | 1900 Kraft Drive DGIF              | Richmond              | 24061 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1900 Kraft Drive    | 1900 Kraft Drive VDOT              | Blackburg             | 24061 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 1900 North Beau     | 1900 North Beaugarde Street DSS    | Alexandria            | 22311 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 1900 River Road W   | 1900 River Road West DOC           | Crozier               | 23039 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 69  | 52  | 1   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1900 Thomson Dri    | 1900 Thomson Drive VDH             | Lynchburg             | 24501 | 0  | 1   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 1901 Bobwhite Bo    | 1901 Bobwhite Boulevard DMV        | Pulaski               | 24301 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 10  | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 1901 West Main St   | 1901 West Main Street ABC          | Richmond              | 23220 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 1902 North Emmet    | 1902 North Emmet Street ABC        | Charlottesville       | 22903 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 1905 Chatsworth     | 1905 Chatsworth Avenue DJJ         | Richmond              | 23235 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 17  | 1   | 0   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC   | 1909 E East Marke   | 1909 E East Market Street VEC      | Harrisonburg          | 22801 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 1909B East Marke    | 1909B East Market Street DARS      | Harrisonburg          | 22801 | 1  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 194  | Administration                      | Department of General Services                   | DGS   | 1910 Darbytown R    | 1910 Darbytown Road DGS            | Richmond              | 23231 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 0   | 0   |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF  | 1910 Hatchery Dri   | 1910 Hatchery Drive DGIF           | Marion                | 24354 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF   | 19127 Sandy Hill R  | 19127 Sandy Hill Road DOF          | Courtland             | 23837 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 4   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 1917-19 South Ch    | 1917-19 South Church Street ABC    | Smithfield            | 23430 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS   | 1919 Commerce D     | 1919 Commerce Drive DVS            | Hampton               | 23666 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS   | 192 Bristol East R  | 192 Bristol East Road DVS          | Bristol               | 24202 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC   | 192 Bristol East R  | 192 Bristol East Road VEC          | Bristol               | 24202 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 22  | 2   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 192 Laurel Hill Roa | 192 Laurel Hill Road VDOT          | Verona                | 24482 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 1   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 192 Spilzer Circle  | 192 Spilzer Circle DOC             | Greenville            | 24440 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 4   | 1   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 1922 Wilson Boule   | 1922 Wilson Boulevard ABC          | Arlington             | 22209 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 19281 US Highway    | 19281 US Highway 29 VDOT           | Chatham               | 24531 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 11  | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1929 Tate Springs   | 1929 Tate Springs Road VDOT        | Big Stone Gap         | 24219 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 193 East Main Stre  | 193 East Main Street DJJ           | Abingdon              | 24210 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 7   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 19490 York Road     | 19490 York Road VDOT               | Stevensburg           | 22741 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 195 Hill Street     | 195 Hill Street DMV                | Jonesville            | 24263 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 11  | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 1954 State Farm R   | 1954 State Farm Road DOC           | State Farm            | 23160 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 31  | 12  | 1   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1956 The Trail      | 1956 The Trail VDOT                | Saint Stephens Church | 23148 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2   | 0   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 1957 Westmorelar    | 1957 Westmoreland Street NGC       | Richmond              | 23230 | 18 | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 18  | 0   | 1   |
| 161  | Finance                             | Department of Taxation                           | TAX   | 1957 Westmorelar    | 1957 Westmoreland Street TAX       | Richmond              | 23230 | 0  | 128 | 0 | 0 | 0 | 0 | 0 | 0 | 128 | 332 | 130 |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1960 West Lee Hig   | 1960 West Lee Highway VDOT         | Wytheville            | 24382 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 7   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 1968 Gallows Roa    | 1968 Gallows Road DMV              | Vienna                | 22182 | 0  | 0   | 1 | 0 | 0 | 0 | 0 | 0 | 1   | 36  | 3   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 1968 Gallows Roa    | 1968 Gallows Road NGC              | Vienna                | 22182 | 1  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS   | 1970 Roanoke Bou    | 1970 Roanoke Boulevard DVS         | Salem                 | 24153 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 1970 Roanoke Bou    | 1970 Roanoke Boulevard VDH         | Salem                 | 24153 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 198 Van Buren Str   | 198 Van Buren Street VDOT          | Herrndon              | 20170 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 5   | 1   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 199 Ambrar Shop     | 199 Ambrar Shopping Center ABC     | Amherst               | 24521 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 1992 South Militar  | 1992 South Military Highway VDOT   | Chesapeake            | 23320 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 74  | 1   |
| 202  | Education                           | The Library of Virginia                          | LVA   | 1998 Charles City   | 1998 Charles City Road LVA         | Richmond              | 23231 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 2 East Glebe Road   | 2 East Glebe Road VDH              | Alexandria            | 22305 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 2 East Main Street  | 2 East Main Street DJJ             | Fincastle             | 24090 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2   | 0   |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS | 2 Front Street      | 2 Front Street VDACS               | Onley                 | 23418 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 2 Main Street       | 2 Main Street DJJ                  | Madison               | 22727 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 20 East Preston St  | 20 East Preston Street DSS         | Lexington             | 23050 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 28  | 8   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 20 North Street     | 20 North Street DMV                | Onancock              | 23417 | 0  | 0   | 0 | 1 | 0 | 0 | 0 | 0 | 1   | 11  | 0   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 20 Progress Drive   | 20 Progress Drive DSS              | Martinsville          | 24112 | 0  | 0   | 0 | 0 | 0 | 0 | 0 | 0 | 115 | 8   | 0   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 20 Ricketts Drive   | 20 Ricketts Drive DARS             | Winchester            | 22601 | 0  | 1   | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 9   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 20 South Randolph   | 20 South Randolph Street DJJ       | Lexington             | 24450 |    |     |   |   |   |   |   |   |     |     |     |

|      |                                     |   |             |                      |   |             |                  |       |     |    |   |   |   |     |     |     |    |   |
|------|-------------------------------------|---|-------------|----------------------|---|-------------|------------------|-------|-----|----|---|---|---|-----|-----|-----|----|---|
| 425  | Education                           | Jamestown-Yorktown Foundation                       | JYF         | 200 Water Street     | 200 Water Street                            | JYF         | Yorktown         | 23690 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 17  | 1  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 2000 Hillpoint Bou   | 2000 Hillpoint Boulevard North              | DSS         | Suffolk          | 23434 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 2   | 1  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 2001 Carroll Avenu   | 2001 Carroll Avenue Northwest               | VHD         | Roanoke          | 24017 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 2  | 0 |
| 199  | Natural Resources                   | Department of Conservation & Recreation             | DCR         | 2001 Daniel K Ludw   | 2001 Daniel K Ludwig Drive                  | DCR         | Woodbridge       | 22191 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 4   | 9  | 0 |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services    | DARS        | 2001 Maywill Stree   | 2001 Maywill Street                         | DARS        | Richmond         | 23230 | 0   | 0  | 0 | 0 | 0 | 0   | 1   | 41  | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 2001 Maywill Stre    | 2001 Maywill Street                         | DSS         | Richmond         | 23230 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 43  | 20 | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 2001 Maywill Stree   | 2001 Maywill Street                         | VHD         | Richmond         | 23230 | 4   | 0  | 1 | 0 | 0 | 0   | 5   | 116 | 15 | 0 |
| 136  | Technology                          | Virginia Information Technologies Agency            | VITA        | 2001 Maywill Stree   | 2001 Maywill Street                         | VITA        | Richmond         | 23230 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration    | DOC         | 2003 West Main S     | 2003 West Main Street                       | DOC         | Radford          | 24141 | 0   | 0  | 0 | 0 | 0 | 0   | 7   | 6   | 11 | 0 |
| 501  | Transportation                      | Department of Transportation                        | VDOT        | 20030 Jefferson D    | 20030 Jefferson Davis Highway               | VDOT        | Ruther Glen      | 22546 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 2  | 0 |
| ABC  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 20070 Ashbrook C     | 20070 Ashbrook Commons Plaza                | ABC         | Ashburn          | 20147 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 201 East Little Cree | 201 East Little Creek Road                  | DSS         | Norfolk          | 23510 | 0   | 0  | 0 | 0 | 0 | 0   | 375 | 6   | 77 | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 201 Francis Marior   | 201 Francis Marion Lane                     | VHD         | Marion           | 24354 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 16  | 34 | 0 |
| 181  | Commerce and Trade                  | Department of Labor and Industry                    | DOU         | 201 Lee Highway      | 201 Lee Highway                             | DOU         | Verona           | 24482 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 11  | 11 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 North Maple S    | 201 North Maple Street                      | ABC         | Purcellville     | 20132 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                      | DJJ         | 201 Radford Street   | 201 Radford Street                          | DJJ         | Christiansburg   | 24073 | 0   | 0  | 0 | 0 | 0 | 0   | 3   | 5   | 1  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration    | DOC         | 201 Ray Of Hope L    | 201 Ray Of Hope Lane                        | DOC         | White Post       | 22663 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 201 Sharp Street     | 201 Sharp Street                            | DSS         | Lawrenceville    | 23868 | 0   | 0  | 0 | 0 | 0 | 0   | 30  | 5   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 South County     | 201 South County Drive                      | ABC         | Waverly          | 23890 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 South Main St    | 201 South Main Street                       | ABC         | Gordonsville     | 22942 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration    | DOC         | 201 State Drive      | 201 State Drive                             | DOC         | Trouville        | 24175 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 State Street     | 201 State Street                            | ABC         | Staunton         | 24401 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 Stonebridge P    | 201 Stonebridge Plaza                       | ABC         | Richmond         | 23225 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                              | NGC         | 201 Technology P#    | 201 Technology Park Drive - FIRST FLOOR     | NGC         | Lebanon          | 24266 | 17  | 0  | 0 | 0 | 0 | 0   | 17  | 0   | 79 | 1 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                              | NGC         | 201 Technology P#    | 201 Technology Park Drive - NG DEPOT SWESC  | NGC         | Lebanon          | 24266 | 0   | 22 | 0 | 8 | 0 | 0   | 30  | 8   | 3  | 0 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                              | NGC         | 201 Technology P#    | 201 Technology Park Drive - SWESC DATA CENT | NGC         | Lebanon          | 24266 | 355 | 16 | 2 | 0 | 0 | 375 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 201 Tradesman W      | 201 Tradesman Way                           | ABC         | Yorktown         | 23692 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                              | DOF         | 2010 Sandy Hook R    | 2010 Sandy Hook Road                        | DOF         | Goochland        | 23063 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 20103 Princeton R    | 20103 Princeton Road                        | DSS         | Stony Creek      | 23882 | 0   | 0  | 0 | 0 | 0 | 0   | 30  | 6   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 20103 Princeton R    | 20103 Princeton Road                        | VHD         | Stony Creek      | 23882 | 0   | 0  | 0 | 0 | 0 | 0   | 6   | 1   | 1  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration    | DOC         | 202 North Halifax    | 202 North Halifax Road                      | DOC         | Jarratt          | 23867 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 10  | 2  | 0 |
| 194  | Administration                      | Department of General Services                      | DGS         | 202 North Ninth St   | 202 North Ninth Street                      | DGS         | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 202 North Ninth St   | 202 North Ninth Street                      | DSS         | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 4  | 0 |
| 121  | Executive Offices                   | Office of the Governor                              | GOV         | 202 North Ninth St   | 202 North Ninth Street                      | GOV         | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 2   | 1   | 0  | 0 |
| 141  | Unspecified                         | Unspecified   | Unspecified | 202 North Ninth St   | 202 North Ninth Street                      | Unspecified | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                        | VDOT        | 2022 East Lynchbu    | 2022 East Lynchburg-Salem Turnpike          | VDOT        | Bedford          | 24523 | 0   | 0  | 0 | 0 | 0 | 0   | 17  | 7   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 2026 East Main St    | 2026 East Main Street                       | ABC         | Richmond         | 23223 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 203 Front Street     | 203 Front Street                            | DSS         | Lawrenceville    | 23882 | 0   | 0  | 0 | 0 | 0 | 0   | 10  | 7   | 1  | 0 |
| 194  | Administration                      | Department of General Services                      | DGS         | 203 Governor Stre    | 203 Governor Street                         | DGS         | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 1   | 0   | 0  | 0 |
| 136  | Technology                          | Virginia Information Technologies Agency            | VITA        | 203 Governor Stre    | 203 Governor Street                         | VITA        | Richmond         | 23219 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 203 South Locust     | 203 South Locust Street                     | VHD         | Floyd            | 24091 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 2034 Barnett Aven    | 2034 Barnett Avenue                         | VHD         | Quantico         | 22134 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 2  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 2035 East Market     | 2035 East Market Street                     | ABC         | Harrisonburg     | 22801 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 20353 Timberlake     | 20353 Timberlake Road                       | ABC         | Lynchburg        | 24502 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 3   | 9  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                        | DMV         | 2039 Hamilton Bou    | 2039 Hamilton Boulevard                     | DMV         | South Boston     | 24592 | 0   | 0  | 0 | 0 | 0 | 0   | 2   | 13  | 1  | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                      | DJJ         | 2039 Sycamore Ave    | 2039 Sycamore Avenue                        | DJJ         | Buena Vista      | 24416 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 1  | 1 |
| 350  | Commerce and Trade                  | Department of Small Business and Supplier Diversity | SBSDD       | 204 National Aven    | 204 National Avenue                         | SBSDD       | Hampton          | 23663 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 501  | Transportation                      | Department of Transportation                        | VDOT        | 204 National Aven    | 204 National Avenue                         | VDOT        | Hampton          | 23663 | 1   | 0  | 0 | 0 | 0 | 0   | 1   | 24  | 33 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 20401 Timberlake     | 20401 Timberlake Road                       | ABC         | Lynchburg        | 24502 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 960  | Public Safety and Homeland Security | Department of Fire Programs                         | DFF         | 205 Caroline Street  | 205 Caroline Street                         | DFF         | Orange           | 22960 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services     | VDACS       | 205 Keith Street     | 205 Keith Street                            | VDACS       | Warrenton        | 20186 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 1  | 3 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 205 Piedmont Ave     | 205 Piedmont Avenue                         | VHD         | Bristol          | 24201 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 11  | 8  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                        | DMV         | 2055 Abbey Road      | 2055 Abbey Road                             | DMV         | Charlottesville  | 22911 | 0   | 1  | 0 | 0 | 0 | 0   | 1   | 25  | 1  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 206 Albemarle Squ    | 206 Albemarle Square                        | ABC         | Charlottesville  | 22901 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration    | DOC         | 206 East Main Stre   | 206 East Main Street                        | DOC         | Wise             | 24293 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                        | DMV         | 206 South Brunsw     | 206 South Brunswick Avenue                  | DMV         | South Hill       | 23970 | 0   | 1  | 0 | 0 | 0 | 0   | 1   | 11  | 0  | 0 |
| 182  | Commerce and Trade                  | Virginia Employment Commission                      | VEC         | 206 Third Avenue     | 206 Third Avenue                            | VEC         | Radford          | 24141 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 207 East Little Cree | 207 East Little Creek Road                  | VHD         | Norfolk          | 23505 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 13  | 2  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 207 West Courthou    | 207 West Courthouse Road                    | VHD         | Nottoway         | 23955 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 6   | 0  | 0 |
| 402  | Natural Resources                   | Marine Resources Commission                         | MRC         | 2076 George Wash     | 2076 George Washington Memorial Highway     | MRC         | Gloucester Point | 23062 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 2078 Nickerson Bo    | 2078 Nickerson Boulevard                    | ABC         | Hampton          | 23669 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 208 Laurel Hill Roa  | 208 Laurel Hill Road                        | ABC         | Verona           | 24482 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 2085 Lynnhaven P     | 2085 Lynnhaven Parkway                      | ABC         | Virginia Beach   | 23456 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 209 Jackson Street   | 209 Jackson Street                          | VHD         | Bland            | 24315 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 4  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 209 North Washing    | 209 North Washington Highway                | ABC         | Ashland          | 23005 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 21 Academy Street    | 21 Academy Street                           | VHD         | Fincastle        | 24090 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 8   | 6  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 21 Crowe Street      | 21 Crowe Street                             | ABC         | Berryville       | 22611 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 182  | Commerce and Trade                  | Virginia Employment Commission                      | VEC         | 21 South Kent Stre   | 21 South Kent Street                        | VEC         | Winchester       | 22601 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 942  | Natural Resources                   | Virginia Museum of Natural History                  | VMNH        | 21 Starling Avenue   | 21 Starling Avenue                          | VMNH        | Martinsville     | 24112 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 39  | 5  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 210 East Stevens S   | 210 East Stevens Street                     | DSS         | Culpeper         | 22701 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 210 First Street Sw  | 210 First Street Southwest                  | DSS         | Roanoke          | 24011 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 37  | 30 | 0 |
| 848  | Unspecified                         | Unspecified   | Unspecified | 210 First Street Sw  | 210 First Street Southwest                  | Unspecified | Roanoke          | 24011 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 210 Fort Evans Roa   | 210 Fort Evans Road Northeast               | ABC         | Leesburg         | 20176 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                     | DVS         | 210 Franklin Road    | 210 Franklin Road Southwest                 | DVS         | Roanoke          | 24011 | 0   | 0  | 0 | 0 | 0 | 0   | 1   | 2   | 9  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 210 North Main St    | 210 North Main Street                       | ABC         | Hopewell         | 23860 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 411  | Agriculture and Forestry            | Department of Forestry                              | DOF         | 210 Riverland Driv   | 210 Riverland Drive                         | DOF         | Salem            | 24153 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 10 | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 210 South Pepper     | 210 South Pepper Street                     | DSS         | Christiansburg   | 24073 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 60  | 13 | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 210 South Pepper     | 210 South Pepper Street                     | VHD         | Christiansburg   | 24073 | 0   | 1  | 0 | 0 | 0 | 0   | 1   | 12  | 39 | 7 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                      | DJJ         | 2100 Clarendon       | 2100 Clarendon Boulevard                    | DJJ         | Arlington        | 22201 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 0  | 0 |
| 723  | Health and Human Resources          | Southeastern Virginia Training Center               | SEVTC       | 2100 Steepingston    | 2100 Steepingston Square                    | SEVTC       | Chesapeake       | 23220 | 3   | 0  | 0 | 0 | 0 | 0   | 3   | 125 | 24 | 0 |
| 765  | Health and Human Resources          | Department of Social Services                       | DSS         | 2100 Washington      | 2100 Washington Boulevard                   | DSS         | Arlington        | 22204 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 164 | 2  | 3 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 2100 Washington      | 2100 Washington Boulevard                   | VHD         | Arlington        | 22204 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 3  | 0 |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                     | DVS         | 2101 Executive Dri   | 2101 Executive Drive                        | DVS         | Hampton          | 23666 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 0   | 4  | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of           | ABC         | 2105 Academy Roa     | 2105 Academy Road                           | ABC         | Powhatan         | 23139 | 0   | 0  | 0 | 0 | 0 | 0   | 0   | 1   | 0  | 0 |
| 601  | Health and Human Resources          | Department of Health                                | VHD         | 2106 DeForrest Str   | 2106 DeForrest Street                       | VHD         | Richmond         | 23223 | 0   | 0  |   |   |   |     |     |     |    |   |

|      |                                     |  |         |                        |                              |         |                 |       |     |    |   |   |   |   |   |   |   |     |     |     |    |
|------|-------------------------------------|--|---------|------------------------|------------------------------|---------|-----------------|-------|-----|----|---|---|---|---|---|---|---|-----|-----|-----|----|
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 21170 Lee Highway      | 21170 Lee Highway            | VDOT    | Buchanan        | 24066 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2118 Wards Road        | 2118 Wards Road              | ABC     | Lynchburg       | 24505 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 212 Third Avenue       | 212 Third Avenue             | VDH     | Radford         | 24141 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2123 Euclid Avenue     | 2123 Euclid Avenue           | ABC     | Bristol         | 24201 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 2127 Lakeside Drive    | 2127 Lakeside Drive          | DSS     | Lynchburg       | 24501 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30  | 23  | 160 |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 213 Virginia Beach     | 213 Virginia Beach Boulevard | ABC     | Virginia Beach  | 23451 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV     | 21341 Old Dominion     | 21341 Old Dominion Road      | DMV     | Bristol         | 24202 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC     | 21360 Deerfield Dr     | 21360 Deerfield Drive        | DOC     | Capron          | 23829 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 127 | 88  | 3   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ     | 215 Church Avenue      | 215 Church Avenue Southwest  | DJJ     | Roanoke         | 24011 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 12  | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 215 Church Avenue      | 215 Church Avenue Southwest  | DSS     | Roanoke         | 24011 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ     | 215 MILL ROAD          | 215 MILL ROAD                | DJJ     | WOODSTOCK       | 22664 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 215 West Main St       | 215 West Main Street         | DSS     | Stanley         | 22851 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30  | 2   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 2150 Creighton Road    | 2150 Creighton Road          | VDH     | Richmond        | 23223 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF     | 21615 Governor Dr      | 21615 Governor Darden Road   | DOF     | Courtland       | 23837 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |    |
| 182  | Commerce and Trade                  | Virginia Employment Commission                       | VEC     | 2164 East Midland      | 2164 East Midland Trail      | VEC     | Buena Vista     | 24416 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2181 Upton Drive       | 2181 Upton Drive             | ABC     | Virginia Beach  | 23456 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 2186 Bright Leaf Rd    | 2186 Bright Leaf Road        | VDOT    | Lawrenceville   | 23868 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2196 John Waylan       | 2196 John Waylan Highway     | ABC     | Harrisonburg    | 22801 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 199  | Natural Resources                   | Department of Conservation & Recreation              | DCR     | 22 Bear Creek Lake     | 22 Bear Creek Lake Road      | DCR     | Cumberland      | 23040 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 5   | 0   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ     | 22 Court Street        | 22 Court Street              | DJJ     | Stanardsville   | 22973 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 220 Commons Par        | 220 Commons Parkway          | DSS     | Daleville       | 24083 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19  | 6   | 0   |    |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC     | 220 Deer Run Rd        | 220 Deer Run Road            | DOC     | Danville        | 24540 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 2   | 19  |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 220 East Main Street   | 220 East Main Street         | DSS     | Salem           | 24153 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 115 | 4   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 220 H G McGhee Dr      | 220 H G McGhee Drive         | DSS     | Chatham         | 24531 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55  | 18  | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 22000 Dulles Retail    | 22000 Dulles Retail Plaza    | ABC     | Sterling        | 20166 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 506  | Transportation                      | Motor Vehicle Dealer Board                           | MVDB    | 2201 West Broad Street | 2201 West Broad Street       | MVDB    | Richmond        | 23220 | 1   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 13  | 16  | 2   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 2201 West Hundre       | 2201 West Hundre Road        | VDOT    | Chester         | 23831 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25  | 18  | 1   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 22025 Saint Louis      | 22025 Saint Louis Road       | VDOT    | Middleburg      | 20117 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 5   | 0   |    |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF     | 2205 Main Street       | 2205 Main Street             | DOF     | Victoria        | 23974 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6   | 0   |    |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries              | DGIF    | 2205 South Main        | 2206 South Main Street       | DGIF    | Blacksburg      | 24060 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 7   | 2   |    |
| 425  | Education                           | Jamestown-Yorktown Foundation                        | JYF     | 2207 Colonial Park     | 2207 Colonial Parkway        | JYF     | Williamsburg    | 23185 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 41  | 10  | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 221 Apache Run         | 221 Apache Run               | VDOT    | Max Meadows     | 24360 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 221 Nor Dan Drive      | 221 Nor Dan Drive            | ABC     | Danville        | 24540 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC     | 221 Spitzer Circle     | 221 Spitzer Circle           | DOC     | Greenville      | 24440 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17  | 15  | 2   |    |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS    | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | DARS    | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 16  | 0   |    |
| 201  | Education                           | Department of Education - Central Office Operations  | DOE/COO | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | DOE/COO | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | DSS     | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21  | 17  | 0   |    |
| 913  | Public Safety and Homeland Security | Department of Veterans Services                      | DVS     | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | DVS     | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |    |
| 182  | Commerce and Trade                  | Virginia Employment Commission                       | VEC     | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | VEC     | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15  | 6   | 0   |    |
| 136  | Technology                          | Virginia Information Technologies Agency             | VITA    | 2211 Hydraulic Rd      | 2211 Hydraulic Road          | VITA    | Charlottesville | 22901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 934  | Technology                          | Innovation and Entrepreneurship Investment Authority | IEIA    | 2214 Rock Hill Road    | 2214 Rock Hill Road          | IEIA    | Herndon         | 20170 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 425  | Education                           | Jamestown-Yorktown Foundation                        | JYF     | 2218 Jamestown Rd      | 2218 Jamestown Road          | JYF     | Williamsburg    | 23185 | 3   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 59  | 4   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2218 Valley Avenue     | 2218 Valley Avenue           | ABC     | Winchester      | 22601 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF     | 22213 Edgar Thom       | 22213 Edgar Thomas Road      | DOF     | Accomac         | 23301 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2225 Old Bridge Rd     | 2225 Old Bridge Road         | ABC     | Woodbridge      | 22192 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF     | 2229 East Nine Mile    | 2229 East Nine Mile Road     | DOF     | Sandston        | 23150 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 150 | 0   |    |
| 127  | Public Safety and Homeland Security | Department of Emergency Management                   | VDEM    | 2229 East Nine Mile    | 2229 East Nine Mile Road     | VDEM    | Sandston        | 23150 | 1   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 182  | Commerce and Trade                  | Virginia Employment Commission                       | VEC     | 223 Sunchase Boul      | 223 Sunchase Boulevard       | VEC     | Farmville       | 23901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 22360 Sterling Bou     | 22360 Sterling Boulevard     | ABC     | Sterling        | 20164 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 224 Clydes Way Dr      | 224 Clydes Way Drive         | VDH     | Lebanon         | 24266 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 224 Cornwall Street    | 224 Cornwall Street          | VDH     | Leesburg        | 20176 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 224 Second Street      | 224 Second Street            | DSS     | Amherst         | 24521 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40  | 0   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 224 Second Street      | 224 Second Street            | VDH     | Amherst         | 24521 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 3   | 0   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ     | 224 Water Street       | 224 Water Street             | DJJ     | Wise            | 24293 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 5   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 22448 Hilltop Drive    | 22448 Hilltop Drive          | VDOT    | Mc Kenney       | 23872 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0   |    |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV     | 22478 INTERSTATE       | 22478 INTERSTATE             | DMV     | ALBERTA         | 23821 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 22485 Lankford Hq      | 22485 Lankford Highway       | ABC     | Cape Charles    | 23310 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS    | 225 Industrial Park    | 225 Industrial Park Road     | DARS    | Farmville       | 23901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ     | 225 South Fourth       | 225 South Fourth Street      | DJJ     | Wytheville      | 24382 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 225 State Street       | 225 State Street             | VDOT    | Norfolk         | 23523 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |    |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS    | 2250 Murrell Road      | 2250 Murrell Road            | DARS    | Lynchburg       | 24501 | 1   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 16  | 0   |    |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS     | 22554 Center Park      | 22554 Center Parkway         | DSS     | Accomac         | 23301 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 59  | 5   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 2258 Northumber        | 2258 Northumberland Highway  | VDOT    | Lottsburg       | 22511 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3   | 0   |    |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS    | 2258 Industrial Pa     | 2258 Industrial Park Road    | DARS    | Farmville       | 23901 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 226 Cowan Lane         | 226 Cowan Lane               | VDOT    | Broadway        | 22815 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 226 Elizabeth Drive    | 226 Elizabeth Drive          | ABC     | Stephens City   | 22655 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 227 Fox Hill Road      | 227 Fox Hill Road            | ABC     | Hampton         | 23669 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 227 South Pollard      | 227 South Pollard Street     | VDH     | Vinton          | 24179 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 2   | 0   |    |
| 601  | Health and Human Resources          | Department of Health                                 | VDH     | 2270 Magnolia Av       | 2270 Magnolia Avenue         | VDH     | Buena Vista     | 24416 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 3   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 22718 Main Street      | 22718 Main Street            | ABC     | Courtland       | 23837 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 2275 Northwestern      | 2275 Northwestern Pike       | VDOT    | Winchester      | 23603 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18  | 8   | 0   |    |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2288 John Rolfe        | 2288 John Rolfe Parkway      | ABC     | Richmond        | 23233 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV     | 2300 West Broad        | 2300 West Broad Street       | DMV     | Richmond        | 23220 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 160 | 644 | 404 | 47 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                               | NGC     | 2300 West Broad        | 2300 West Broad Street       | NGC     | Richmond        | 23220 | 157 | 31 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 31  | 2   | 5   | 7  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 2301 Colley Avenue     | 2301 Colley Avenue           | ABC     | Norfolk         | 23517 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT    | 23096 Courthouse       | 23096 Courthouse Avenue      | VDOT    | Accomac         | 23301 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6   | 19  | 5  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC     | 231 Virginia Street    | 231 Virginia Street          | ABC     | Urbanna         | 23175 | 0   | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |    |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV     | 2311 Dickenson Hi      | 2311 Dickenson Highway       | DMV     | Glintwood       | 24228 | 0   | 0  | 1 | 0 | 0 |   |   |   |   |     |     |     |    |

|      |                                     |   |        |                     |   |                            |       |  |   |   |   |   |   |   |   |   |     |     |    |
|------|-------------------------------------|---|--------|---------------------|---|----------------------------|-------|--|---|---|---|---|---|---|---|---|-----|-----|----|
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 237 Battfield Bo    | 237 Battfield Boulevard South ABC             | Chesapeake                 | 23322 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 237 Market Avenue   | 237 Market Avenue DJJ                         | Waynesboro                 | 22980 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 239 State Street    | 239 State Street VDOT                         | Rocky Mount                | 24151 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 5   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 239 Virginia Street | 239 Virginia Street VDOT                      | Hillsville                 | 24263 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 4   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 24 Baker Street     | 24 Baker Street DSS                           | Winchester                 | 23601 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47  | 5   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 24 Baker Street     | 24 Baker Street VDH                           | Winchester                 | 26011 |  | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2400 Cunningham     | 2400 Cunningham Drive ABC                     | Hampton                    | 23666 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 194  | Administration                      | Department of General Services                        | DGS    | 2400 Riley Ridge R  | 2400 Riley Ridge Road DGS                     | Sandston                   | 23150 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14  | 10  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF    | 2400 Valley Avenue  | 2400 Valley Avenue DOF                        | Winchester                 | 22601 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 2400 Washington     | 2400 Washington Avenue DMV                    | NEWPORT NEWS               | 23607 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 194  | Administration                      | Department of General Services                        | DGS    | 2400 West Leigh S   | 2400 West Leigh Street DGS                    | Richmond                   | 23220 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19  | 4   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 2401 Lynn Hollow    | 2401 Lynn Hollow Road VDOT                    | North Tazewell             | 24630 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 241 Allen Circle    | 241 Allen Circle DSS                          | King And Queen Court House | 23085 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 8   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2421 Venable Stre   | 2421 Venable Street ABC                       | Richmond                   | 23223 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 2425 Nimmo Park     | 2425 Nimmo Parkway DJJ                        | Virginia Beach             | 23456 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26  | 37  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 2425 Nimmo Park     | 2425 Nimmo Parkway DOC                        | Virginia Beach             | 23456 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 2  |
| 203  | Health and Human Resources          | Woodrow Wilson Rehabilitation Center                  | WWRC   | 243 Woodrow Wll     | 243 Woodrow Wilson Avenue WWRC                | Fishersville               | 22939 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 117 | 8   | 0  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                | NGC    | 2430 Pine Forest    | 2430 Pine Forest Drive NGC                    | Colonial Heights           | 23834 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 3   | 1  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 2430 Pine Forest    | 2430 Pine Forest Drive VDOT                   | Colonial Heights           | 23834 |  | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 133 | 267 | 10 |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 244 Constitution    | 244 Constitution Lane VDOT                    | Lynchburg                  | 24502 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 2444 Musselwhite    | 2444 Musselwhite Drive DOC                    | Waverly                    | 23891 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 73  | 92  | 1  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 24427 Musselwhite   | 24427 Musselwhite Drive DOC                   | Waverly                    | 23891 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 109 | 79  | 0  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                | NGC    | 24427 Musselwhite   | 24427 Musselwhite Drive NGC                   | Waverly                    | 23891 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 245 Circle Drive    | 245 Circle Drive DOC                          | Rocky Mount                | 24151 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2   | 8  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services       | VDACS  | 24540 Agri Park Dr  | 24540 Agri Park Drive VDACS                   | Courtland                  | 23837 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services       | VDACS  | 250 Cassell Road    | 250 Cassell Road VDACS                        | Wytheville                 | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 14  | 10 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 250 Gay Street      | 250 Gay Street DJJ                            | Washington                 | 22747 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 2500 Shore Drive    | 2500 Shore Drive DCR                          | Virginia Beach             | 23451 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 12  | 0  |
| 146  | Education                           | The Science Museum of Virginia                        | SMV    | 2500 West Broad     | 2500 West Broad Street SMV                    | Richmond                   | 23220 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 2501 Huntington     | 2501 Huntington Avenue DSS                    | Newport News               | 23606 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2501 New Kent Hig   | 2501 New Kent Highway ABC                     | Quantico                   | 23141 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 2501 Parker Lane    | 2501 Parker Lane DSS                          | Alexandria                 | 22306 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 2502 Melrose Ave    | 2502 Melrose Avenue Northwest VEC             | Roanoke                    | 24017 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 8   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 25036 Lankford Hg   | 25036 Lankford Highway - Chesapeake Sq - S.C. | Onley                      | 23418 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 25036 Lankford Hg   | 25036 Lankford Highway - Chesapeake Sq - S.C. | Onley                      | 23418 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18  | 0   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 2506 Houghton Av    | 2506 Houghton Avenue DARS                     | South Boston               | 24592 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 4   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 2506 Houghton Av    | 2506 Houghton Avenue VEC                      | South Boston               | 24592 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 2   | 0  |
| 136  | Technology                          | Virginia Information Technologies Agency              | VITA   | 2506 Houghton Ave   | 2506 Houghton Avenue VITA                     | South Boston               | 24592 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 2506 Warwick Bou    | 2506 Warwick Boulevard DOC                    | Newport News               | 23607 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 3   | 34 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2507 North Harris   | 2507 North Harrison Street ABC                | Arlington                  | 22207 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 2510 Houghton Av    | 2510 Houghton Avenue DOC                      | South Boston               | 24592 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3   | 11 |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 25146 Buckhorn D    | 25146 Buckhorn Drive VDOT                     | Windsor                    | 23487 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 1   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 252 West Main Str   | 252 West Main Street DOC                      | Abingdon                   | 24210 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 13  | 23 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 2520 Nimmo Park     | 2520 Nimmo Parkway DOC                        | Virginia Beach             | 23456 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 5   | 35 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 25234 Lankford Hg   | 25234 Lankford Highway ABC                    | Onley                      | 23418 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 2525 Mount Vern     | 2525 Mount Vernon Avenue DSS                  | Alexandria                 | 24211 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 92  | 78  | 37 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 253 Chamber Dri     | 253 Chamber Drive DSS                         | Tazewell                   | 24651 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 56  | 33  | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 253 Chamber Dri     | 253 Chamber Drive VDH                         | Tazewell                   | 24651 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 15  | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 2531 Home Creek     | 2531 Home Creek Road VDOT                     | Big Rock                   | 24603 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 25318 Newmarket     | 25318 Newmarket Road VDOT                     | Courtland                  | 23837 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 1   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 2533 George Masz    | 2533 George Mason Drive DJJ                   | Virginia Beach             | 23456 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 25516 Tidewater     | 25516 Tidewater Trail VDOT                    | Port Royal                 | 22535 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 25544 Lee Highwa    | 25544 Lee Highway DMV                         | Abingdon                   | 24211 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2555 John Milton    | 2555 John Milton Drive ABC                    | Hiernon                    | 20171 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 25552 Lee Highwa    | 25552 Lee Highway DMV                         | Abingdon                   | 24211 |  | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 29  | 3   | 1  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 256 Bland Farm R    | 256 Bland Farm Road DOC                       | Bland                      | 24315 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 106 | 47  | 11 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2576 Stuarts Draft  | 2576 Stuarts Draft Highway ABC                | Stuarts Draft              | 24477 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 2580 Goose Dam      | 2580 Goose Dam Road VDOT                      | Rocky Mount                | 24151 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 26 Rouss Avenue     | 26 Rouss Avenue DJJ                           | Winchester                 | 22601 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 260 West Duck Str   | 260 West Duck Street VDOT                     | Front Royal                | 22630 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 1   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 2600 Washington     | 2600 Washington Avenue DJJ                    | Newport News               | 23607 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 38  | 1   | 0  |
| 402  | Natural Resources                   | Marine Resources Commission                           | MRC    | 2600 Washington     | 2600 Washington Avenue MRC                    | Newport News               | 23607 |  | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 22  | 63 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 26022 Administr     | 26022 Administration Center Drive DSS         | Courtland                  | 23837 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23  | 11  | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 26022 Administr     | 26022 Administration Center Drive VDH         | Courtland                  | 23837 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19  | 4   | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services       | VDACS  | 261 Mount Clinton   | 261 Mount Clinton Pike VDACS                  | Harrisonburg               | 22802 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21  | 20  | 10 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 2610 Buford Road    | 2610 Buford Road ABC                          | Richmond                   | 23235 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 2623 Park Avenue    | 2623 Park Avenue DSS                          | Petersburg                 | 23805 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 10  | 0  |
| 703  | Health and Human Resources          | Central State Hospital                                | CSH    | 26317 West Wash     | 26317 West Washington Street CSH              | Petersburg                 | 23803 |  | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 6   | 4   | 1  |
| 703  | Health and Human Resources          | Dept. of Behavioral Health and Developmental Services | DOBHDS | 26317 West Wash     | 26317 West Washington Street DOBHD            | Petersburg                 | 23803 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 26317 West Wash     | 26317 West Washington Street DOC              | Petersburg                 | 23803 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 5   | 18 |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 26317 West Wash     | 26317 West Washington Street DSS              | Petersburg                 | 23803 |  | 0 | 0 |   |   |   |   |   |   |     |     |    |







Table with columns: Agency, Program, Department, Address, City, State, ZIP, and counts (0-12). Rows include various locations such as Suffolk, Springfield, Montebello, Richmond, Newport News, Colonial Beach, Dumfries, Fairfax, Lynchburg, Clifton Forge, Louisa, Lunenburg, Purcellville, Richmond, Norfolk, Suffolk, Portsmouth, Danville, Staunton, Winchester, Marion, Alexandria, Portsmouth, Danville, Richmond, Danville, Portsmouth, Stafford, Christiansburg, Shackelfords, Powhatan, Warrenton, Heathsville, Roanoke, Fairfax, Chesapeake, Powhatan, Chesapeake, Bassett, Richmond, Natural Bridge, Charlotte Courthouse, Aldie, King George, Richmond, Strasburg, Vansant, Richmond, Powhatan, Harrisonburg, Aldie, Gate City, Free Union, Charlottesville, Danville, Wachapreague, Richmond, Richmond, Richmond, Richmond, Woodbridge, Virginia Beach, Richmond, Williamsburg, Emporia, Colonial Heights, Richmond, Emporia, Smithfield, Portsmouth, etc.



|      |                                     |   |        |                      |  |     |                 |       |   |   |   |   |   |   |   |   |    |     |     |    |
|------|-------------------------------------|---|--------|----------------------|--|-----|-----------------|-------|---|---|---|---|---|---|---|---|----|-----|-----|----|
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 450 North Madison    | 450 North Madison Road                 | VDH | Orange          | 22960 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 8   | 1  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 450 South Church     | 450 South Church Street                | DOC | Fincastle       | 24090 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 6   | 6  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 4504 Starkey Road    | 4504 Starkey Road DSS                  |     | Roanoke         | 24018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 10  | 10  | 0  |
| 399  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 451 Cliffview Road   | 451 Cliffview Road DCR                 |     | Galax           | 24333 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 1   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 45201 Research Place | 45201 Research Place DJJ               |     | Ashburn         | 20147 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 6   | 3   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 45201 Research Place | 45201 Research Place VDH               |     | Ashburn         | 20147 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 10  | 2   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4521 Pouncey Tract   | 4521 Pouncey Tract Road VDOT           |     | Glen Allen      | 23060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 453 Giles Hollow Rd  | 453 Giles Hollow Road VDOT             |     | Rose Hill       | 24281 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 1   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 454 East Main Street | 454 East Main Street VDH               |     | Abingdon        | 24210 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 0   | 0  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                       | DVS    | 4550 Shenandoah      | 4550 Shenandoah Avenue DVS             |     | Roanoke         | 24017 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 128  | Public Safety and Homeland Security | Virginia Veterans Care Center                         | VVCC   | 4550 Shenandoah      | 4550 Shenandoah Avenue VVCC            |     | Roanoke         | 24017 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 58  | 33  | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 457 East Shirley Ave | 457 East Shirley Avenue VDOT           |     | Warrenton       | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 16  | 1  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4575 Whitehill Blvd  | 4575 Whitehill Boulevard ABC           |     | Prince George   | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4581 Sagewood Ln     | 4581 Sagewood Lane VDOT                |     | Salville        | 24370 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 460 Commerce Sq      | 460 Commerce Square ABC                |     | Staunton        | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 720  | Health and Human Resources          | Dept. of Behavioral Health and Developmental Services | DBHDHS | 4601 Ironbound Rd    | 4601 Ironbound Road DBHDS              |     | Williamsburg    | 23188 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 2   | 1  |
| 704  | Health and Human Resources          | Eastern State Hospital                                | ESH    | 4601 Ironbound Rd    | 4601 Ironbound Road ESH                |     | Williamsburg    | 23188 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4  | 357 | 114 | 76 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                | NGC    | 4601 Ironbound Rd    | 4601 Ironbound Road NGC                |     | Williamsburg    | 23188 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 0   | 1  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4607 Duke Street     | 4607 Duke Street ABC                   |     | Alexandria      | 22304 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4608 Boynton Plaz    | 4608 Boynton Plank Road VDOT           |     | Petersburg      | 23804 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 43  | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 4615 Ferguson Ln     | 4615 Ferguson Lane VDH                 |     | Richmond        | 23234 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 4616 Powhatan St     | 4616 Powhatan State Park Road DCR      |     | Powhatan        | 23139 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 4   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4640-3 Monticello    | 4640-3 Monticello Avenue ABC           |     | Williamsburg    | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 465 West Fifteenth   | 465 West Fifteenth Street DSS          |     | Front Royal     | 22630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 28  | 24  | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4668 West Patrick    | 4668 West Patrick Henry Highway VDOT   |     | Crewe           | 23930 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 468 East Main Street | 468 East Main Street DARS              |     | Abingdon        | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0   | 10  | 0  |
| 165  | Commerce and Trade                  | Department of Housing and Community Development       | DHCD   | 468 East Main Street | 468 East Main Street DHCD              |     | Abingdon        | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 8   | 0  |
| 181  | Commerce and Trade                  | Department of Labor and Industry                      | DOLI   | 468 East Main Street | 468 East Main Street DOLI              |     | Abingdon        | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 2   | 0  |
| 8177 | Natural Resources                   | Virginia Outdoors Foundation                          | VOF    | 468 East Main Street | 468 East Main Street VOF               |     | Abingdon        | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 46859 Harry Byrd     | 46859 Harry Byrd Highway VDOT          |     | Alexandria      | 22310 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 46930 Cedar Lakes    | 46930 Cedar Lakes Plaza ABC            |     | Sterling        | 20164 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1   | 1  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4709-B Lee Highway   | 4709-B Lee Highway ABC                 |     | Arlington       | 22207 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 960  | Public Safety and Homeland Security | Department of Fire Programs                           | DFP    | 471 James Madison    | 471 James Madison Highway DFP          |     | Culpeper        | 22701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 471 Main Street      | 471 Main Street DOC                    |     | Warsaw          | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 4   | 3   | 8  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4718 Three Chopt     | 4718 Three Chopt Road VDOT             |     | Troy            | 22974 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 2   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4719 Richmond Rd     | 4719 Richmond Road ABC                 |     | Warsaw          | 22570 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4726 West Ox Road    | 4726 West Ox Road VDOT                 |     | Fairfax         | 22032 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 9   | 1   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 474 Colonial Trail   | 474 Colonial Trail West VDH            |     | Surry           | 23863 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 4   | 4  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 4740 Eisenhower      | 4740 Eisenhower Avenue DOC             |     | Alexandria      | 22304 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 10  | 1   | 13 |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 475 Court Street     | 475 Court Street VDH                   |     | Appomattox      | 24522 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 8   | 2   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 475 Green Rock Ln    | 475 Green Rock Lane DOC                |     | Chatham         | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 79  | 51  | 1  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 475 Wythe Creek      | 475 Wythe Creek Road ABC               |     | Poquoson        | 23662 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 479 Camp Nine Rd     | 479 Camp Nine Road DOC                 |     | Rustburg        | 24588 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries               | DGIF   | 4792 Anderson Hg     | 4792 Anderson Highway DGIF             |     | Powhatan        | 23139 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 13  | 6   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 482 Chesapeake Dr    | 482 Chesapeake Drive VDH               |     | White Stone     | 22578 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 5   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 4824 East West       | 4824 George Washington Highway VEC     |     | Portsmouth      | 23702 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 20  | 2   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 483 Fairystone Park  | 483 Fairystone Park Highway VDOT       |     | Stuart          | 24171 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0   | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services       | VDACS  | 4832 Tyreanna Rd     | 4832 Tyreanna Road VDACS               |     | Lynchburg       | 24504 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 10  | 8   | 4  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 487 Main Street      | 487 Main Street DARS                   |     | Warsaw          | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 4   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 489 Long Level Rd    | 489 Long Level Road Southwest VDOT     |     | Floyd           | 24091 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4890 Alliance Drive  | 4890 Alliance Drive VDOT               |     | Fairfax         | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 16  | 28  | 2  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 49 Shelton Farm D    | 49 Shelton Farm Drive VDOT             |     | Stuart          | 24171 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 490 Liberty Street   | 490 Liberty Street VDH                 |     | Chesapeake      | 23324 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4900 Old Valley Pike | 4900 Old Valley Pike VDOT              |     | New Market      | 22984 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0   | 0  |
| 794  | Health and Human Resources          | Virginia Center for Behavioral Rehabilitation         | VCBR   | 4901 East Patrick    | 4901 East Patrick Henry Highway VCBR   |     | Burkeville      | 23952 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 144 | 10  | 3  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4907 West Mercury    | 4907 West Mercury Boulevard ABC        |     | Newport News    | 23605 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 10  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4909 West Mercury    | 4909 West Mercury Boulevard ABC        |     | Newport News    | 23605 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 491 Main Street      | 491 Main Street VDH                    |     | Washington      | 22747 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 2   | 1  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 4911 West Mercury    | 4911 West Mercury Boulevard VEC        |     | Newport News    | 23605 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 23  | 1   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4915 Tappahannock    | 4915 Tappahannock Highway ABC          |     | Aylett          | 23009 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4917 Richmond Tl     | 4917 Richmond Tappahannock Highway ABC |     | Aylett          | 23009 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF    | 492 George Dean      | 492 George Dean Drive DOF              |     | Charlottesville | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4922 Mudd Tavern     | 4922 Mudd Tavern Road VDOT             |     | Woodford        | 22580 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 10  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 4925 Boonsboro Rd    | 4925 Boonsboro Road ABC                |     | Lynchburg       | 24503 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4926 Mudd Tavern     | 4926 Mudd Tavern Road VDOT             |     | Woodford        | 22580 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 6   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 494 North Main St    | 494 North Main Street DSS              |     | Woodstock       | 22664 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 30  | 15  | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 494 North Main St    | 494 North Main Street VDH              |     | Woodstock       | 22664 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 9   | 6   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 4949-A Cox Road      | 4949-A Cox Road DCR                    |     | Glen Allen      | 23060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 440  | Natural Resources                   | Department of Environmental Quality                   | DEQ    | 4949-A Cox Road      | 4949-A Cox Road DEQ                    |     | Glen Allen      | 23060 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 38  | 51  | 0  |
| 440  | Natural Resources                   | Department of Environmental Quality                   | DEQ    | 4949-C Cox Road      | 4949-C Cox Road DEQ                    |     | Glen Allen      | 23060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 497 Cumberland       | 497 Cumberland Street DJJ              |     | Bristol         | 24201 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 3   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 497 Elon Road        | 497 Elon Road VDOT                     |     | Madison Heights | 24572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4971 South Amher     | 4971 South Amherst Highway VDOT        |     | Madison Heights | 24572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 960  | Public Safety and Homeland Security | Department of Fire Programs                           | DFP    | 4975 Alliance Drive  | 4975 Alliance Drive DFP                |     | Fairfax         | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 505  | Transportation                      | Department of Rail and Public Transportation          | DRPT   | 4975 Alliance Drive  | 4975 Alliance Drive DRPT               |     | Fairfax         | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 9   | 0  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                | NGC    | 4975 Alliance Drive  | 4975 Alliance Drive NGC                |     | Fairfax         | 22030 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 0   | 9   | 4  |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 4975 Alliance Drive  | 4975 Alliance Drive VDOT               |     | Fairfax         | 22030 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 104 | 465 | 33 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 5 Bank Street        | 5 Bank Street DJJ                      |     | Chatham         | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 3   | 0  |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    |                      |  |     |                 |       |   |   |   |   |   |   |   |   |    |     |     |    |

|      |                                     |  |             |                     |   |                  |       |   |   |   |   |   |   |   |   |     |    |    |
|------|-------------------------------------|--|-------------|---------------------|---|------------------|-------|---|---|---|---|---|---|---|---|-----|----|----|
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 502 East Main Stre  | 502 East Main Street ABC                | Louisa           | 23093 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0  |    |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 502 South Main Str  | 502 South Main Street VDH               | Galax            | 24333 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 12 | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5020 Ferrell Park   | 5020 Ferrell Parkway ABC                | Virginia Beach   | 23464 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 504 Cedar Road      | 504 Cedar Road VEC                      | Chesapeake       | 23322 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5050 C Rutgers Str  | 5050 C Rutgers Street ABC               | Roanoke          | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5065 Jefferson D    | 5065 Jefferson Davis Highway ABC        | Fredericksburg   | 22408 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 506A Fort Evans R   | 506A Fort Evans Road Northeast ABC      | Leesburg         | 20176 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 507 Wenonah Ave     | 507 Wenonah Avenue DJJ                  | Pearisburg       | 24134 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 2  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 507 William Street  | 507 William Street ABC                  | Fredericksburg   | 22401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 509 East Southsid   | 509 East Southside Plaza VDH            | Richmond         | 23224 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11  | 2  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 51 Courthouse Hill  | 51 Courthouse Hill Road VDH             | Warm Springs     | 24484 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 510 Patton Street   | 510 Patton Street DSS                   | Damville         | 24521 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 87  | 22 | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5109 Westfields     | 5109 Westfields Boulevard ABC           | Centerville      | 20120 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS        | 511 Westwood Off    | 511 Westwood Office Park DARS           | Fredericksburg   | 22401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5125 Morris Mill R  | 5125 Morris Mill Road VDOT              | Swoope           | 24479 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1  | 0  |
| 218  | Education                           | Virginia School for Deaf and Blind               | VSDB        | 514 East Beverly S  | 514 East Beverly Street VSDB            | Staunton         | 24401 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11  | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 5145 Virginia Bea   | 5145 Virginia Beach Boulevard VEC       | Norfolk          | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 41  | 18 | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 515 Eighth Street   | 515 Eighth Street Southwest VDH         | Roanoke          | 24016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 5162 Valleypoint    | 5162 Valleypointe Parkway DCR           | Roanoke          | 24019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0  |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries          | DGIF        | 517 Lee Highway     | 517 Lee Highway DGIF                    | Verona           | 24482 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 27 | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 51701 D Woodrow     | 51701 D Woodrow Blvd Highway DMV        | Bland            | 24315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0  | 0  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 519 Leesville Road  | 519 Leesville Road DVS                  | Lynchburg        | 24502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 520 Evergreen Mill  | 520 Evergreen Mill Road DJJ             | Leesburg         | 20175 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 520 King Street     | 520 King Street DJJ                     | Alexandria       | 22314 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 12 | 5  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 5200 Commerce R     | 5200 Commerce Road DOC                  | Richmond         | 23234 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 5  | 0  |
| 707  | Health and Human Resources          | Central Virginia Training Center                 | CVTC        | 521 Colony Road     | 521 Colony Road CVTC                    | Madison Heights  | 24572 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 163 | 12 | 3  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 521 Colony Road     | 521 Colony Road DSS                     | Madison Heights  | 24572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0  | 0  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC         | 521 Colony Road     | 521 Colony Road NGC                     | Madison Heights  | 24572 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5211 Halifax Road   | 5211 Halifax Road VDOT                  | Halifax          | 24558 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 16 | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 5215 The Hornes     | 5215 The Hornes DJJ                     | Gasville         | 23347 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 5220 Valleypark D   | 5220 Valleypark Drive DMV               | Roanoke          | 24019 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 55  | 13 | 2  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5226 George Wash    | 5226 George Washington Highway ABC      | Yorktown         | 23692 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 523 Main Street     | 523 Main Street VDOT                    | Warsaw           | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 3  | 1  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 523 North Washi     | 523 North Washington Highway VDOT       | Ashland          | 23005 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21  | 41 | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5232 Oaklawn Bou    | 5232 Oaklawn Boulevard ABC              | Hopewell         | 23860 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 5235 John Tyler H   | 5235 John Tyler Highway VEC             | Williamsburg     | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 5240 Oaklawn Bou    | 5240 Oaklawn Boulevard VEC              | Hopewell         | 23860 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33  | 6  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 5244 Old Towne R    | 5244 Old Towne Road DOC                 | Williamsburg     | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 4  | 42 |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 5249 Olde Towne     | 5249 Olde Towne Road DSS                | Williamsburg     | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25  | 1  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5252 Cherokee Av    | 5252 Cherokee Avenue VDOT               | Alexandria       | 22312 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5265 Alexander R    | 5265 Alexander Road ABC                 | Dublin           | 24084 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 5265 The Hornes     | 5265 The Hornes DSS                     | Eastville        | 23347 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 31  | 9  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 529 Meadowbrook     | 529 Meadowbrook Shopping Center Way VEC | Culpeper         | 22701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 53 Commerce Stre    | 53 Commerce Street DSS                  | Pulaski          | 24301 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 59  | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 53 Court Square     | 53 Court Square DJJ                     | Harrisonburg     | 22801 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 53 Main Street      | 53 Main Street DJJ                      | Lebanon          | 24266 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 530 Edgemont Rd     | 530 Edgemont Road VDOT                  | Charlottesville  | 22903 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 62  | 66 | 6  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 530 Eighth Street   | 530 Eighth Street Southwest VDH         | Roanoke          | 24016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 531 Main Street     | 531 Main Street ABC                     | Clifton Forge    | 24422 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5310 Bagging Plan   | 5310 Bagging Plant Road VDOT            | Dublin           | 24084 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 2  | 0  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 5310 Milners Road   | 5310 Milners Road DVS                   | Suffolk          | 23434 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6  | 0  |
| 8213 | Unspecified                         | Unspecified                                      | Unspecified | 5320 South Laburr   | 5320 South Laburnum Avenue Unspecified  | Henrico          | 23231 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5331 Merchants V    | 5331 Merchants View Square ABC          | Haymarket        | 20169 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 423  | Natural Resources                   | Department of Historic Resources                 | DHR         | 5357 Main Street    | 5357 Main Street DHR                    | Stephens City    | 22655 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 4  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 536 Church Street   | 536 Church Street DSS                   | Mathews          | 23109 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10  | 5  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 536 Church Street   | 536 Church Street VDH                   | Mathews          | 23109 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 4  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5375 North Fork R   | 5375 North Fork Road VDOT               | Elliston         | 24087 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 5390 Lyndon Drive   | 5390 Lyndon Drive ABC                   | Locust Grove     | 22508 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF         | 54 Administration   | 54 Administration Lane DOF              | Buckingham       | 23921 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 540 Industrial Driv | 540 Industrial Drive VDH                | LOUISA           | 23093 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 6  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 5427 Peters Creek   | 5427 Peters Creek Road DJJ              | Roanoke          | 24019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 5427 Peters Creek   | 5427 Peters Creek Road DOC              | Roanoke          | 24019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19  | 22 | 5  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 543 West Main Str   | 543 West Main Street DVS                | Fazewell         | 24651 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 545 West Main Str   | 545 West Main Street ABC                | Abingdon         | 24210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5483 Colonial Turn  | 5483 Colonial Turnpike VDOT             | Glade Hill       | 24092 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 55 Commerce Stre    | 55 Commerce Street DJJ                  | Pulaski          | 24301 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 1  | 1  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 55 Hidenwood Shc    | 55 Hidenwood Shopping Center ABC        | Newport News     | 23606 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 55 Jones Ridge Ro   | 55 Jones Ridge Road VDOT                | Axton            | 24054 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 55 West Church St   | 55 West Church Street DJJ               | Martinsville     | 24112 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 7  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 550 Boulevard       | 550 Boulevard DJJ                       | Colonial Heights | 23834 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 550 East Liberty St | 550 East Liberty Street ABC             | Chesapeake       | 23324 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 5507 Thomas Jeffe   | 5507 Thomas Jefferson Road VDOT         | Forest           | 24551 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 551 Mechanic Str    | 551 Mechanic Street VDOT                | Luray            | 22835 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 15 | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 5511 Biggs Road     | 5511 Biggs Road DOC                     | Richmond         | 23224 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3  | 1  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 5517 South Laburr   | 5517 South Laburnum Avenue DMV          | Richmond         | 23231 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 21  | 1  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 5520 Cherokee Av    | 5520 Cherokee Avenue VEC                | Alexandria       | 22312 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46  | 5  | 0  |
| 724  | Health and Human Resources          | Catawba Hospital                                 | CH          | 5525 Catawba Hos    | 5525 Catawba Hospital Drive CH          | Catawba          | 24070 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 140 | 15 | 2  |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 5526 Riverview Ro   | 5526 Riverview Road DCR                 | Williamsburg     | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 554 Blueridge Ave   | 554 Blueridge Avenue VEC                | Bedford          | 24523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS       | 554 Denton Boule    | 554 Denton Boulevard VDACS              | Newport News     | 23602 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1  | 1  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 5550 Bagging Plan   | 5550 Bagging Plant Road DVS             | Dublin           | 24084 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 5575 Richmond Ro    | 5575 Richmond Road DJJ                  | Warsaw           | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 5579 Richmond Rd    | 5579 Richmond Road DSS                  | Warsaw           | 22572 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 3  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 5591 Richmond Rd    |   |                  |       |   |   |   |   |   |   |   |   |     |    |    |

|      |                                     |  |       |                     |   |                |       |   |   |   |   |   |   |   |   |   |     |     |    |   |
|------|-------------------------------------|--|-------|---------------------|---|----------------|-------|---|---|---|---|---|---|---|---|---|-----|-----|----|---|
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 5700 Southpoint C   | 5700 Southpoint Centre Boulevard DMV      | Fredericksburg | 22407 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 29  | 2   | 0  |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 5700 Southpoint C   | 5700 Southpoint Centre Boulevard NGC      | Fredericksburg | 22407 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0   | 0   | 0  |   |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS | 5700 Thurston Ave   | 5700 Thurston Avenue VDACS                | Virginia Beach | 23455 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 7  |   |
| 841  | Transportation                      | Department of Aviation                           | DOAV  | 5702 Gulfstream R   | 5702 Gulfstream Road DOAV                 | Richmond       | 23250 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2   | 40  | 0  |   |
| 402  | Commerce and Trade                  | Virginia Racing Commission                       | VRC   | 5707 Huntsman R     | 5707 Huntsman Road VRC                    | Richmond       | 23250 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6   | 6  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5722 Hopkins Road   | 5722 Hopkins Road ABC                     | Richmond       | 23234 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5722 Union Mill Rd  | 5722 Union Mill Road ABC                  | Clifton        | 20124 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5739 Burke Centre   | 5739 Burke Centre Parkway ABC             | Burke          | 22015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 5745 Poplar Hall D  | 5745 Poplar Hall Drive DMV                | Norfolk        | 23502 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 22  | 2   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5748 Churchland B   | 5748 Churchland Boulevard ABC             | Portsmouth     | 23703 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC   | 5762 Charles City   | 5762 Charles City Circle VEC              | Richmond       | 23231 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 58 Water Street     | 58 Water Street ABC                       | Monteirey      | 23465 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5814 Main Street    | 5814 Main Street                          | Richmond       | 23462 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 583 North Madison   | 583 North Madison Road ABC                | Orange         | 22960 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5832 Northampton    | 5832 Northampton Boulevard ABC            | Virginia Beach | 23455 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 5850 Lake Herbert   | 5850 Lake Herbert Drive DARS              | Norfolk        | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 586 Culppeper Tow   | 586 Culppeper Town Square VDOT            | Culpeper       | 22701 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 590 Union Hill Roa  | 590 Union Hill Road VDOT                  | Amherst        | 24521 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5900 East Virginia  | 5900 East Virginia Beach Boulevard ABC    | Norfolk        | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 5900 East Virginia  | 5900 East Virginia Beach Boulevard DJJ    | Norfolk        | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 5  |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 5904 Old Richmond   | 5904 Old Richmond Highway DARS            | Alexandria     | 22303 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 21  | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 5910 Mcguinn Dr     | 5910 Mcguinn Drive VDOT                   | Alexandria     | 22310 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 5   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5911 Harbour View   | 5911 Harbour View Boulevard ABC           | Suffolk        | 23435 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 5926 Kingstowne     | 5926 Kingstowne Center ABC                | Alexandria     | 22315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF   | 599 Fairground Ro   | 599 Fairground Road DOF                   | Tazewell       | 24651 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 6 East Johnson Str  | 6 East Johnson Street DJJ                 | Staunton       | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 8   | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 600 Bedford Aven    | 600 Bedford Avenue VDH                    | Bedford        | 24523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 8   | 6  | 0 |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC   | 600 Butler Farm Rd  | 600 Butler Farm Road VEC                  | Hampton        | 23666 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32  | 12  | 0  |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 600 Cleveland Stre  | 600 Cleveland Street DMV                  | Danville       | 24541 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0   | 0  |   |
| 602  | Health and Human Resources          | Department of Medical Assistance Services        | DMAS  | 600 East Broad Str  | 600 East Broad Street DMAS                | Richmond       | 23219 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 209 | 419 | 22 |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 600 East Broad Str  | 600 East Broad Street NGC                 | Richmond       | 23219 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 2   | 1  |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR   | 600 East Main Stre  | 600 East Main Street DCR                  | Richmond       | 23219 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 52  | 187 | 4  |   |
| 194  | Administration                      | Department of General Services                   | DGS   | 600 East Main Stre  | 600 East Main Street DGS                  | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 165  | Commerce and Trade                  | Department of Housing and Community Development  | DHCD  | 600 East Main Stre  | 600 East Main Street DHCD                 | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 85  | 22 |   |
| 129  | Administration                      | Department of Human Resource Management          | DHRM  | 600 East Main Stre  | 600 East Main Street DHRM                 | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 600 East Main Stre  | 600 East Main Street DJJ                  | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27  | 140 | 28 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 600 East Main Stre  | 600 East Main Street DOC                  | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF   | 600 East Main Stre  | 600 East Main Street DOF                  | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 181  | Commerce and Trade                  | Department of Labor and Industry                 | DOLI  | 600 East Main Stre  | 600 East Main Street DOLI                 | Richmond       | 23219 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 16  | 61  | 1  |   |
| 505  | Transportation                      | Department of Rail and Public Transportation     | DRPT  | 600 East Main Stre  | 600 East Main Street DRPT                 | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24  | 50  | 2  |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 600 East Main Stre  | 600 East Main Street NGC                  | Richmond       | 23219 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 1   | 5   | 2  |   |
| 161  | Finance                             | Department of Taxation                           | TAX   | 600 East Main Stre  | 600 East Main Street TAX                  | Richmond       | 23219 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 206 | 718 | 1  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 600 East Main Stre  | 600 East Main Street VDOT                 | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 136  | Technology                          | Virginia Information Technologies Agency         | VITA  | 600 East Main Stre  | 600 East Main Street VITA                 | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 194  | Administration                      | Department of General Services                   | DGS   | 600 North Fifth Str | 600 North Fifth Street DGS                | Richmond       | 23219 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 276 | 49  | 2  |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC   | 600 North Fifth Str | 600 North Fifth Street NGC                | Richmond       | 23219 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 1   | 1  |   |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services  | VDACS | 600 North Fifth Str | 600 North Fifth Street VDACS              | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 5   | 0  |   |
| 136  | Technology                          | Virginia Information Technologies Agency         | VITA  | 600 North Fifth Str | 600 North Fifth Street VITA               | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 600 North Main St   | 600 North Main Street VDH                 | Woodstock      | 22664 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 6000 Elko Tract     | 6000 Elko Tract VDOT                      | Sandston       | 23150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 601 Industrial Park | 601 Industrial Park Road DOC              | Farmville      | 23901 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 1   | 11 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 601 Port Centre Pa  | 601 Port Centre Parkway DOC               | Portsmouth     | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11  | 6   | 17 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 601 Port Centre Pa  | 601 Port Centre Parkway DSS               | Portsmouth     | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18  | 14  | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 601 Post Drive      | 601 Post Drive ABC                        | Herridon       | 20170 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC   | 601 Washington      | 601 Washington Boulevard VEC              | Fort Eustis    | 23604 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 6020 Elko Tract Ro  | 6020 Elko Tract Road VDOT                 | Sandston       | 23150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 2   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 603 North Coalter   | 603 North Coalter Street DJJ              | Staunton       | 24401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 6030 Brook Road     | 6030 Brook Road ABC                       | Richmond       | 23227 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 6038 Floyd Highwa   | 6038 Floyd Highway North VDOT             | Check          | 24072 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 605 Pine Street     | 605 Pine Street DJJ                       | Hillsville     | 24343 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC   | 605 Pine Street     | 605 Pine Street DOC                       | Hillsville     | 24343 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 1  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 605 Pine Street     | 605 Pine Street DSS                       | Hillsville     | 24343 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 605 Pine Street     | 605 Pine Street VDH                       | Hillsville     | 24343 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 15  | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 606 Denbigh Boul    | 606 Denbigh Boulevard VDH                 | Newport News   | 23608 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 0   | 0  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 606 West Twenty     | 606 West Twenty Ninth Street DSS          | Norfolk        | 23508 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 606 West Twenty     | 606 West Twenty Ninth Street VDH          | Norfolk        | 23508 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 2   | 0  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 6060 Jefferson Ave  | 6060 Jefferson Avenue DSS                 | Newport News   | 23605 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 357 | 55  | 1  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 608 Jackson Street  | 608 Jackson Street DSS                    | Fredericksburg | 22401 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26  | 16  | 0  |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH   | 608 Jackson Street  | 608 Jackson Street VDH                    | Fredericksburg | 22401 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 14  | 21  | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 608 Virginia Avenue | 608 Virginia Avenue ABC                   | Clarksville    | 23927 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 609 Cedar Creek     | 609 Cedar Creek Grade DSS                 | Winchester     | 22601 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 2   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 609 East Main Stre  | 609 East Main Street ABC                  | Purcellville   | 20132 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 402  | Natural Resources                   | Marine Resources Commission                      | MRC   | 6097 George Wash    | 6097 George Washington Memorial Highway M | Glooucester    | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 61 North Mallory    | 61 North Mallory Street ABC               | Hampton        | 23663 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV   | 610 Johnston Willi  | 610 Johnston Willis Drive DMV             | Richmond       | 23236 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 31  | 1   | 0  |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT  | 6115 Courthouse     | 6115 Courthouse Road VDOT                 | Prince George  | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 4   | 0  |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS   | 612 Main Street     | 612 Main Street DSS                       | Bland          | 24315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10  | 1   | 0  |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS  | 612 South Jefferso  | 612 South Jefferson Street DARS           | Roanoke        | 24012 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC   | 6124 Rose Hill Dr   | 6124 Rose Hill Drive ABC                  | Alexandria     | 22310 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0  |   |
| 957  | Public Safety and Homeland Security | Commonwealth's Attorney's Services Council       | CASC  | 613 South Henry     | 613 South Henry Street CASC               | Williamsburg   | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0  |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ   | 615 Princess Anne   | 615 Princess Anne Street DJJ              | Fredericksburg | 22    |   |   |   |   |   |   |   |   |   |     |     |    |   |

|      |                                     |   |        |   |   |        |                       |       |   |   |   |   |   |   |   |   |   |     |     |     |
|------|-------------------------------------|---|--------|---|---|--------|-----------------------|-------|---|---|---|---|---|---|---|---|---|-----|-----|-----|
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6239 Cople Highway                      | 6239 Cople Highway                      | VDOT   | Hague                 | 22469 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 6245 University Park                    | 6245 University Park                    | DCR    | Radford               | 24141 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 626 Waddell Street                      | 626 Waddell Street                      | VDOT   | Lexington             | 24450 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6270 Professional Drive                 | 6270 Professional Drive                 | DOC    | Gloucester            | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 5   | 10  |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 629 Cedar Creek                         | 629 Cedar Creek                         | DSS    | Winchester            | 23601 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 27  | 0   |
| 440  | Natural Resources                   | Department of Environmental Quality                   | DEQ    | 629 East Main Street                    | 629 East Main Street                    | DEQ    | Richmond              | 23219 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 149 | 233 |
| 182  | Commerce and Trade                  | Virginia Employment Commission                        | VEC    | 6301 Midlothian                         | 6301 Midlothian                         | VEC    | Richmond              | 23225 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 6306 Grovedale Drive                    | 6306 Grovedale Drive                    | DMV    | Alexandria            | 22310 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 33  | 2   | 1   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6308 Grovedale Drive                    | 6308 Grovedale Drive                    | ABC    | Alexandria            | 22310 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 15  | 0   |
| 720  | Health and Human Resources          | Dept. of Behavioral Health and Developmental Services | COBHDS | 6325 North Center Drive                 | 6325 North Center Drive                 | COBHDS | Norfolk               | 23502 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department for the Blind and Vision Impaired          | DBVI   | 6325 North Center Drive                 | 6325 North Center Drive                 | DBVI   | Norfolk               | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 15  | 0   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 6340 Center Drive                       | 6340 Center Drive                       | DARS   | Norfolk               | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 24  | 1   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6340 Center Drive                       | 6340 Center Drive                       | DSS    | Norfolk               | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6343 Columbia Pike                      | 6343 Columbia Pike                      | ABC    | Falls Church          | 22041 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6346 North Frederick                    | 6346 North Frederick                    | VDOT   | Winchester            | 22603 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6348 Jefferson Davis Highway            | 6348 Jefferson Davis Highway            | ABC    | Spotsylvania          | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6350 North Center Drive                 | 6350 North Center Drive                 | DSS    | Norfolk               | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                       | DVS    | 6350 North Center Drive                 | 6350 North Center Drive                 | DVS    | Norfolk               | 23502 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2   | 5   | 0   |
| 181  | Commerce and Trade                  | Department of Labor and Industry                      | DOU    | 6363 Center Drive                       | 6363 Center Drive                       | DOU    | Norfolk               | 23502 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 19  | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6363 Walker Lane                        | 6363 Walker Lane                        | VDOT   | Alexandria            | 22310 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6373 Northumberland Highway             | 6373 Northumberland Highway             | DSS    | Heathsville           | 22473 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20  | 2   | 0   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 6373 Northumberland Highway             | 6373 Northumberland Highway             | VDH    | Heathsville           | 22473 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 6   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6398 Andersonville Road                 | 6398 Andersonville Road                 | VDOT   | Dillwyn               | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 64 Courthouse Lane                      | 64 Courthouse Lane                      | DJJ    | Rustburg              | 24588 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 5   | 0   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services      | DARS   | 64 James Anderson Highway               | 64 James Anderson Highway               | DARS   | Fishersville          | 22939 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 640 Laurel Street                       | 640 Laurel Street                       | VDH    | Culpeper              | 22701 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 9   | 11  | 2   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 6400 Bickford Parkway                   | 6400 Bickford Parkway                   | DMV    | Portsmouth            | 23703 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 23  | 1   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6400 Springfield Plaza                  | 6400 Springfield Plaza                  | ABC    | Springfield           | 22150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 644 Park Avenue                         | 644 Park Avenue                         | DSS    | Norton                | 24273 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17  | 0   | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 6450 Administration Drive               | 6450 Administration Drive               | DJJ    | Prince George         | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 1   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6450 Administration Drive               | 6450 Administration Drive               | DSS    | Prince George         | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12  | 19  | 1   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 6450 Administration Drive               | 6450 Administration Drive               | VDH    | Prince George         | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 4   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 646 Brandon Avenue                      | 646 Brandon Avenue                      | ABC    | Roanoke               | 24011 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 648 Grassfield Parkway                  | 648 Grassfield Parkway                  | ABC    | Chesapeake            | 23322 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 649 West Main Street                    | 649 West Main Street                    | ABC    | Danville              | 24541 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 402  | Natural Resources                   | Marine Resources Commission                           | MRC    | 6495 Northumberland Highway             | 6495 Northumberland Highway             | MRC    | Heathsville           | 22473 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 65 Court House Hill                     | 65 Court House Hill                     | DSS    | Warm Springs          | 24484 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 0   | 0   |
| 152  | Finance                             | Department of the Treasury                            | TD     | 65 Swansboro Drive                      | 65 Swansboro Drive                      | TD     | Warminster            | 13804 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 650 Schutt Road                         | 650 Schutt Road                         | DOC    | Burkeville            | 23922 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35  | 8   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6504 Hull Street                        | 6504 Hull Street                        | ABC    | Richmond              | 23224 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 6541 Saylor's Creek                     | 6541 Saylor's Creek                     | DCR    | Rice                  | 23966 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 4   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 656 South Military Highway              | 656 South Military Highway              | DMV    | Virginia Beach        | 23464 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 6577 George Washington Memorial Highway | 6577 George Washington Memorial Highway | DMV    | Gloucester Courthouse | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 66 Orange Road                          | 66 Orange Road                          | VDOT   | Madison               | 22727 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0   |
| 778  | Public Safety and Homeland Security | Department of Forensic Science                        | DPS    | 6600 Northside High School Road         | 6600 Northside High School Road         | DPS    | Roanoke               | 24019 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 5   | 52  | 0   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 6600 Northside High School Road         | 6600 Northside High School Road         | VDH    | Roanoke               | 24019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17  | 13  | 0   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                        | DJJ    | 6610 Commons Drive                      | 6610 Commons Drive                      | DJJ    | Prince George         | 23875 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6610-1 Moorestown Road                  | 6610-1 Moorestown Road                  | ABC    | Williamsburg          | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6619 Main Street                        | 6619 Main Street                        | ABC    | Gloucester            | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 6620 Ben H Bolen Drive                  | 6620 Ben H Bolen Drive                  | DCR    | Dublin                | 24084 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 3   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6624 Beard Woods Lane                   | 6624 Beard Woods Lane                   | DOC    | Harrisonburg          | 22802 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 12  | 2   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6641 Short Lane                         | 6641 Short Lane                         | DSS    | Gloucester            | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 48  | 10  | 1   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 6667 Valley Pike                        | 6667 Valley Pike                        | DMV    | Middletown            | 22645 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6678 Ermmus Church Road                 | 6678 Ermmus Church Road                 | VDOT   | Providence Forge      | 23140 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 66882-D Woodrow Bird Memorial Highway   | 66882-D Woodrow Bird Memorial Highway   | VDOT   | Rocky Gap             | 23466 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2   | 2   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6698 Morgans Cut                        | 6698 Morgans Cut                        | DOC    | Dublin                | 24084 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 154  | Transportation                      | Department of Motor Vehicles                          | DMV    | 6701 College Drive                      | 6701 College Drive                      | DMV    | Suffolk               | 23435 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 4   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 6730 Public Safety Way                  | 6730 Public Safety Way                  | DSS    | Chesterfield          | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 6730 Public Safety Way                  | 6730 Public Safety Way                  | VDH    | Chesterfield          | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6736 Main Street                        | 6736 Main Street                        | ABC    | Gloucester            | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 960  | Public Safety and Homeland Security | Department of Fire Programs                           | DFF    | 6746 Thirlane Road                      | 6746 Thirlane Road                      | DFF    | Roanoke               | 24019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |
| 411  | Agriculture and Forestry            | Department of Forestry                                | DOF    | 675 Frost Avenue                        | 675 Frost Avenue                        | DOF    | Warrenton             | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 4   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 68 Dick Huff Lane                       | 68 Dick Huff Lane                       | DSS    | Verona                | 24482 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 93  | 54  | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 6800 Lawyers Road                       | 6800 Lawyers Road                       | DCR    | Spotsylvania          | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 2   | 0   |
| 151  | Finance                             | Department of Accounts                                | DOA    | 6800 Paragon Place                      | 6800 Paragon Place                      | DOA    | Richmond              | 23230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33  | 86  | 1   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 688 North Saint Asaph Street            | 688 North Saint Asaph Street            | ABC    | Alexandria            | 22314 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 601  | Health and Human Resources          | Department of Health                                  | VDH    | 6882 Main Street                        | 6882 Main Street                        | VDH    | Gloucester            | 23061 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 12  | 0   |
| 199  | Natural Resources                   | Department of Conservation & Recreation               | DCR    | 6888 Green Bay Road                     | 6888 Green Bay Road                     | DCR    | Green Bay             | 23942 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 4   | 0   |
| 765  | Health and Human Resources          | Department of Social Services                         | DSS    | 69 Kabler Lane                          | 69 Kabler Lane                          | DSS    | Rustburg              | 24588 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 65  | 20  | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 690 Falls Road                          | 690 Falls Road                          | DOC    | Victoria              | 23974 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 91  | 49  | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6900 Atmore Drive                       | 6900 Atmore Drive                       | DOC    | Richmond              | 23225 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 102 | 621 | 326 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                | NGC    | 6900 Atmore Drive                       | 6900 Atmore Drive                       | NGC    | Richmond              | 23225 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0   | 0   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6900 Courthouse Road                    | 6900 Courthouse Road                    | DOC    | Chesterfield          | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35  | 18  | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6902 Courthouse Road                    | 6902 Courthouse Road                    | VDOT   | Chesterfield          | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 0   |
| 501  | Transportation                      | Department of Transportation                          | VDOT   | 6904 Armstead Road                      | 6904 Armstead Road                      | VDOT   | Suffolk               | 23435 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3   | 0   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration      | DOC    | 6910 Courthouse Road                    | 6910 Courthouse Road                    | DOC    | Chesterfield          | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 3   | 24  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 692 Highway 58 East                     | 692 Highway 58 East                     | ABC    | Norton                | 24273 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of             | ABC    | 6920-E Bradlick Shopping Center         | 6920-E Bradlick Shopping Center         | ABC    | Annanandale           | 22003 | 0 | 0 | 0 |   |   |   |   |   |   |     |     |     |



|      |                                     |  |             |                     |   |                        |       |    |   |   |   |   |   |   |   |   |     |     |     |   |   |
|------|-------------------------------------|--|-------------|---------------------|---|------------------------|-------|----|---|---|---|---|---|---|---|---|-----|-----|-----|---|---|
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7017 Lankford Hig   | 7017 Lankford Highway ABC                 | Oak Hall               | 23416 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7028 Woodlake Cq    | 7028 Woodlake Commons Loop ABC            | Midlothian             | 23112 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC         | 703 East Main Stre  | 703 East Main Street NGC                  | Richmond               | 23219 | 5  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 2   | 2   | 0 |   |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 703 East Main Stre  | 703 East Main Street VEC                  | Richmond               | 23219 | 9  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 426 | 85  | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 703 Hurricane Road  | 703 Hurricane Road VDOT                   | Wise                   | 24292 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 14  | 11  | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 703 South Main St   | 703 South Main Street DJJ                 | Galax                  | 24333 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 4   | 1 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7036 Forest Hill Av | 7036 Forest Hill Avenue ABC               | Richmond               | 23225 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 704 Fort Collier Ro | 704 Fort Collier Road DOC                 | Winchester             | 22602 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7048 Commons Pl     | 7048 Commons Plaza ABC                    | Chesterfield           | 23832 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7048 Warehouse R    | 7048 Warehouse Road VDOT                  | Goucester              | 23061 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 2   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7051 General Mah    | 7051 General Mahone Highway VDOT          | Waverly                | 23890 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 2   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7054 Warehouse      | 7054 Warehouse Road ABC                   | Mechanicsville         | 23111 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF         | 7054 Warehouse R    | 7054 Warehouse Road DOF                   | Goucester              | 23061 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 4   | 0 |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 7093 Broadneck R    | 7093 Broadneck Road DJJ                   | Hanover                | 23069 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 71 Community Ce     | 71 Community Center Drive DSS             | Cumberland             | 23040 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 19  | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 710 East Main Stre  | 710 East Main Street VDOT                 | Abingdon               | 24210 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 13  | 0   | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 7114 Lankford Hig   | 7114 Lankford Highway VDH                 | Nassawadox             | 23413 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11  | 4   | 1   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7121 Leesburg Pik   | 7121 Leesburg Pike ABC                    | Falls Church           | 22042 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 714 Barnfield Road  | 714 Barnfield Road VDOT                   | Warsaw                 | 22572 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 714 South Broad S   | 714 South Broad Street VDOT               | Salem                  | 24153 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 19  | 1   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7146 North Scenic   | 7146 North Scenic Highway VDOT            | Bastian                | 24314 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 714-A North Main    | 714-A North Main Street DMV               | Woodstock              | 22664 | 0  | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1   | 10  | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 715 East Riverside  | 715 East Riverside Drive VDOT             | Tazewell               | 24651 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6   | 6   | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 716 North Columb    | 716 North Columbus Street DSS             | Alexandria             | 22301 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS        | 720 Moorefield Pa   | 720 Moorefield Park Drive DARS            | North Chesterfield     | 23236 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 11  | 1   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7200 Little River T | 7200 Little River Turnpike ABC            | Annamdale              | 22003 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7204 Indian Creek   | 7204 Indian Creek Road VDOT               | Wise                   | 24293 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 2   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7219 Black Rock D   | 7219 Black Rock Drive VDOT                | Spotsylvania           | 22553 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   | 0 |   |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS        | 722 East Market S   | 722 East Market Street DARS               | Leesburg               | 20176 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 9   | 0   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 723 East Riverside  | 723 East Riverside Drive ABC              | North Tazewell         | 24630 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 10  | 0   | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 725 Church Street   | 725 Church Street DOC                     | Lynchburg              | 24504 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 4   | 21  | 0 |   |
| 848  | Unspecified                         | Unspecified                                      | Unspecified | 725 Church Street   | 725 Church Street Unspecified             | Lynchburg              | 24504 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 72638 Arlington B   | 72638 Arlington Boulevard ABC             | Falls Church           | 22042 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 729 Matson Drive    | 729 Matson Drive VDOT                     | Marion                 | 24354 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 4   | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 73 Lohr Street      | 73 Lohr Street VDH                        | Lebanon                | 24266 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 1   | 0 |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 7301 High Point R   | 7301 High Point Road DCR                  | Lorton                 | 22079 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 4   | 0 |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC         | 731 Harrison Aven   | 731 Harrison Avenue NGC                   | Salem                  | 24153 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1   | 17  | 7   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 731 Harrison Aven   | 731 Harrison Avenue VDOT                  | Salem                  | 24153 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 100 | 203 | 0   | 0 |   |
| 8213 | Unspecified                         | Unspecified                                      | Unspecified | 731 Harrison Aven   | 731 Harrison Avenue - NG DEPOT ROANOKE Un | Salem                  | 24153 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 731 South Harrison  | 731 South Harrison Avenue VDOT            | Salem                  | 24153 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 733 Forrest Drive   | 733 Forrest Drive VDOT                    | Stanley                | 22851 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 734 Barnfield Road  | 734 Barnfield Road VDOT                   | Warsaw                 | 22572 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 7   | 16  | 1 | 0 |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 737 North Fifth Str | 737 North Fifth Street VDH                | Richmond               | 23219 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 5   | 0   | 0 | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 74 Learning Center  | 74 Learning Center Loop DJJ               | Natural Bridge Station | 24579 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7400 Beaufont Spr   | 7400 Beaufont Springs Drive ABC           | Richmond               | 23225 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 11  | 0 | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 7400 Justice Drive  | 7400 Justice Drive DJJ                    | Goucester              | 23061 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 4   | 0   | 0 |   |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 741 Monticello Ave  | 741 Monticello Avenue DSS                 | Norfolk                | 23510 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 45  | 1 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7469 and 7471 Ric   | 7469 and 7471 Richmond Highway ABC        | Alexandria             | 22306 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 748 Battlefield Bou | 748 Battlefield Boulevard North VDH       | Chesapeake             | 23320 | 2  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 67  | 43  | 2   | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 75 Court Lane       | 75 Court Lane VDH                         | Luray                  | 22835 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9   | 3   | 0   | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 75 Rogers Street    | 75 Rogers Street VDH                      | Lebanon                | 24266 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13  | 11  | 0   | 0 |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 750 Harris Street   | 750 Harris Street DOC                     | Charlottesville        | 22903 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 5   | 21  | 0 |   |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 750 Richmond Bea    | 750 Richmond Beach Road DMV               | Tappahannock           | 22560 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 12  | 0   | 0   | 0 |   |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 7501 Adkins Road    | 7501 Adkins Road VDH                      | Charles City           | 23030 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 2   | 0   | 0 |   |
| 411  | Agriculture and Forestry            | Department of Forestry                           | DOF         | 751 Oak Hill Road   | 751 Oak Hill Road DOF                     | Cumberland             | 23040 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 7   | 7   | 0 | 0 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 7515 Library Drive  | 7515 Library Drive DJJ                    | Hanover                | 23069 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 751-D Miller Drive  | 751-D Miller Drive Southeast DOC          | Leesburg               | 20175 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 2   | 12  | 0 | 0 |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7531 Leesburg Pik   | 7531 Leesburg Pike VDOT                   | Falls Church           | 22043 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7550 Granby Stre    | 7550 Granby Street ABC                    | Norfolk                | 23505 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 7555 Linton Hall R  | 7555 Linton Hall Road ABC                 | Gainesville            | 20155 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 | 0 |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 7560 Midlothian T   | 7560 Midlothian Turnpike VDOT             | Richmond               | 23235 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3   | 0   | 0 | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 7565 Carrolton Piv  | 7565 Carrolton Pike DMV                   | Galax                  | 24333 | 0  | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1   | 12  | 2   | 0 | 0 |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 761 Claypool Hill   | 761 Claypool Hill Mall Road VEC           | Cedar Bluff            | 24609 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 16  | 2   | 0 | 0 |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 7611 Little River T | 7611 Little River Turnpike DSS            | Annamdale              | 22035 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 77 Callohill Drive  | 77 Callohill Drive ABC                    | Lovingston             | 22949 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   | 0 | 0 |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 77 Smallwood Lan    | 77 Smallwood Lane VDOT                    | Berryville             | 22611 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1   | 0   | 0 | 0 |
| 121  | Executive Offices                   | Office of the Governor                           | GOV         | 7700 Midlothian T   | 7700 Midlothian Turnpike GOV              | Richmond               | 23235 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC         | 7700 Midlothian T   | 7700 Midlothian Turnpike NGC              | Richmond               | 23235 | 0  | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 1   | 4   | 2   | 0 | 0 |
| 127  | Public Safety and Homeland Security | Department of Emergency Management               | VDDEM       | 7700 Midlothian T   | 7700 Midlothian Turnpike VDDEM            | Richmond               | 23235 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36  | 31  | 138 | 0 | 0 |
| 156  | Public Safety and Homeland Security | Department of State Police                       | VSP         | 7700 Midlothian T   | 7700 Midlothian Turnpike VSP              | Richmond               | 23235 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 388 | 440 | 0 | 0 |
| 440  | Natural Resources                   | Department of Environmental Quality              | DEQ         | 7705 Timberlake R   | 7705 Timberlake Road DEQ                  | Lynchburg              | 23802 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 37  | 0 | 0 |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 7714 Gunston Pla    | 7714 Gunston Plaza DMV                    | Lorton                 | 22079 | 1  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 30  | 3   | 0 | 0 |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 772 Richmond Bea    | 772 Richmond Beach Road DCR               | Tappahannock           | 22560 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 7   | 0 | 0 |
| 440  | Natural Resources                   | Department of Environmental Quality              | DEQ         | 772 Richmond Bea    | 772 Richmond Beach Road DEQ               | Tappahannock           | 22560 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   | 0 | 0 |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 772 Richmond Bea    | 772 Richmond Beach Road DSS               | Tappahannock           | 22560 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21  | 3   | 0   | 0 | 0 |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 7740 Shramer Road   | 7740 Shramer Road VDH                     | Richmond               | 23228 | 0  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 1   | 0   | 0 | 0 |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 7751 Ashton Aven    | 7751                                      |                        |       |    |   |   |   |   |   |   |   |   |     |     |     |   |   |

|      |                                     |  |             |                       |                                       |                 |       |  |   |   |   |   |   |   |   |   |   |   |   |   |    |     |     |    |
|------|-------------------------------------|--|-------------|-----------------------|---------------------------------------|-----------------|-------|--|---|---|---|---|---|---|---|---|---|---|---|---|----|-----|-----|----|
| 202  | Education                           | The Library of Virginia                          | LVA         | 800 East Broad St     | 800 East Broad Street LVA             | Richmond        | 23219 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 96 | 26  | 1   |    |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 800 East City Hall    | 800 East City Hall Avenue DJJ         | Norfolk         | 23510 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 20  | 2   |    |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 800 East City Hall    | 800 East City Hall Avenue DSS         | Norfolk         | 23510 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   |    |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 800 East Leigh Street | 800 East Leigh Street VDOT            | Richmond        | 23219 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   |    |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS        | 800 East Main Street  | 800 East Main Street DARS             | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 5   |    |
| 194  | Administration                      | Department of General Services                   | DSS         | 800 East Main Street  | 800 East Main Street DSS              | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9  | 1   | 0   |    |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 800 East Main Street  | 800 East Main Street DMV              | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 12  | 2   | 1  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                  | DVS         | 800 East Main Street  | 800 East Main Street DVS              | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   |    |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 800 East Main Street  | 800 East Main Street VEC              | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 13  | 3   | 0  |
| 136  | Technology                          | Virginia Information Technologies Agency         | VITA        | 800 East Main Street  | 800 East Main Street VITA             | Wytheville      | 24382 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 800 South Walter      | 800 South Walter Reed Drive VDH       | Arlington       | 22204 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services | DARS        | 8004 Franklin Farm    | 8004 Franklin Farms Drive DARS        | Richmond        | 23229 |  | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 17  | 152 | 7  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                           | NGC         | 8004 Franklin Farm    | 8004 Franklin Farms Drive NGC         | Richmond        | 23229 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 1   | 5   |    |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 801 Cloverleaf Drive  | 801 Cloverleaf Drive VDOT             | Emporia         | 23847 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 1   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 801 East Main Street  | 801 East Main Street DSS              | Richmond        | 23219 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 296 | 699 | 8  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 801 Sanderson Road    | 801 Sanderson Road DOC                | Chesapeake      | 23322 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 72  | 100 | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8010 Mason King       | 8010 Mason King Court VDOT            | Manassas        | 20109 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 19  | 41  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 8011 Mason King       | 8011 Mason King Court DMV             | Manassas        | 20109 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 2   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8011 Mason King       | 8011 Mason King Court VDOT            | Manassas        | 20109 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 20  | 15  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 801-F Merrimac Trail  | 801-F Merrimac Trail ABC              | Williamsburg    | 23185 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1   | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 803 Hardy Drive       | 803 Hardy Drive VDH                   | Charlottesville | 22903 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 8030 White Bark       | 8030 White Bark Terrace DOC           | Richmond        | 23237 |  | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 17  | 68  | 5  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 8038 - 8044 Cresce    | 8038 - 8044 Crescent Park Drive ABC   | Gainesville     | 20155 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 805 South Market      | 805 South Market Street VDOT          | Salem           | 24153 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 0   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 8051 Wilderness Rd    | 8051 Wilderness Road DCR              | Ewing           | 24248 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 6   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8057 Burr Hill Road   | 8057 Burr Hill Road VDOT              | Rhoadesville    | 22542 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 1   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 808 Live Oak Drive    | 808 Live Oak Drive DOC                | Chesapeake      | 23320 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 6   | 6   | 31 |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 809 East Parham       | 809 East Parham Road ABC              | Richmond        | 23227 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8090 Antique Lane     | 8090 Antique Lane VDOT                | Mechanicsville  | 23111 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 1   | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                   | VEC         | 8093 Elm Drive        | 8093 Elm Drive VEC                    | Mechanicsville  | 23111 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 8095 Sudley Road      | 8095 Sudley Road ABC                  | Manassas        | 20109 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 8097 Kings Highway    | 8097 Kings Highway VDH                | King George     | 22485 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 4   | 5   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8101 Lee Highway      | 8101 Lee Highway VDOT                 | Falls Church    | 22042 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 2   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 8105 Lee Highway      | 8105 Lee Highway ABC                  | Falls Church    | 22042 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 8109 Roanoke Ave      | 8109 Roanoke Avenue DMV               | Hampton         | 23605 |  | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 45  | 6   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 811 Commerce Rd       | 811 Commerce Road VDOT                | Staunton        | 24401 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  | 137 | 156 | 4  |
| 8213 | Unspecified                         | Unspecified                                      | Unspecified | 811 Commerce Rd       | 811 Commerce Road - NG DEPOT STAUNTON | Staunton        | 24401 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 812 Arline Boulevard  | 812 Arline Boulevard ABC              | Portsmouth      | 23707 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 812 East Atlantic     | 812 East Atlantic Street ABC          | South Hill      | 23970 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 812 Leftwich Street   | 812 Leftwich Street VDOT              | Gretna          | 24557 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                     | DMV         | 813 Greenbriar Pk     | 813 Greenbriar Parkway DMV            | Chesapeake      | 23320 |  | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 20  | 1   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 813 Greenbrier Cir    | 813 Greenbrier Circle DSS             | Chesapeake      | 23320 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 8136 Old Keene M      | 8136 Old Keene Mill Road VDH          | Springfield     | 22152 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 815 Grayson Avenue    | 815 Grayson Avenue VDOT               | Covington       | 24426 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 5   | 0   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 8150 Leesburg Pike    | 8150 Leesburg Pike ABC                | Vienna          | 22182 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8159 Mezzette Road    | 8159 Mezzette Road VDOT               | Warrenton       | 20186 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 9   | 1   | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of        | ABC         | 821 West Constan      | 821 West Constance Road ABC           | Suffolk         | 24344 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8220 Highland Turn    | 8220 Highland Turnpike VDOT           | Mc Dowell       | 24458 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 0   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8245 Boone Boulevard  | 8245 Boone Boulevard VDOT             | Tysons Corner   | 22182 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 825 Diligence Drive   | 825 Diligence Drive DSS               | Newport News    | 23606 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 3   | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 8265 Mary Ball Rd     | 8265 Mary Ball Road DJJ               | Lancaster       | 22503 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 1   | 1   | 0  |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8278 Hideaway Rd      | 8278 Hideaway Road VDOT               | Marshall        | 20115 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 4   | 2   | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation          | DCR         | 829 Grayson High      | 829 Grayson Highlands Lane DCR        | Mouth Of Wilson | 24363 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 2   | 5   | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration | DOC         | 829 Oliver Hill Way   | 829 Oliver Hill Way DOC               | Richmond        | 23219 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 6   | 45 |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                   | DJJ         | 830 Goff Street       | 830 Goff Street DJJ                   | Norfolk         | 23504 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 3   | 2   | 0  |
| 765  | Health and Human Resources          | Department of Social Services                    | DSS         | 830 Goff Street       | 830 Goff Street DSS                   | Norfolk         | 23504 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0   | 0   | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 830 Goff Street       | 830 Goff Street VDH                   | Norfolk         | 23504 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 7   | 3   | 0  |
| 778  | Public Safety and Homeland Security | Department of Forensic Science                   | DFS         | 830 Southampton       | 830 Southampton Avenue DFS            | Norfolk         | 23510 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 4   | 57  | 0  |
| 601  | Health and Human Resources          | Department of Health                             | VDH         | 830 Southampton       | 830 Southampton Avenue VDH            | Norfolk         | 23510 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 134 | 64  | 17 |
| 501  | Transportation                      | Department of Transportation                     | VDOT        | 8305 Cinderbed Rd</   |                                       |                 |       |  |   |   |   |   |   |   |   |   |   |   |   |   |    |     |     |    |

|      |                                     |  |       |                        |                                |       |                    |       |   |   |   |   |   |   |   |   |   |     |    |    |
|------|-------------------------------------|--|-------|------------------------|--------------------------------|-------|--------------------|-------|---|---|---|---|---|---|---|---|---|-----|----|----|
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 874 Garrisonville Rd   | 874 Garrisonville Road         | DMV   | Stafford           | 22554 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 23  | 1  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 880 Old Cox Road       | 880 Old Cox Road               | DOF   | Boynton            | 23917 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 881 North Quincy       | 881 North Quincy Street        | ABC   | Arlington          | 22203 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 8838 Courthouse        | 8838 Courthouse Road           | DOF   | Spotsylvania       | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 8833 Veterans Memorial | 8833 Veterans Memorial Highway | VDOT  | Fort Blackmore     | 24250 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC   | 8850 Richmond          | 8850 Richmond Highway          | DOC   | Alexandria         | 22309 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1  | 1  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 8880 James Madis       | 8880 James Madison Highway     | DSS   | Fork Union         | 23055 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27  | 1  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 8909 Callaway Road     | 8909 Callaway Road             | VDOT  | Callaway           | 24067 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 8951 Ox Road           | 8951 Ox Road                   | ABC   | Lorton             | 22079 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 897 South Main St      | 897 South Main Street          | VDOT  | Amherst            | 24521 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 2  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 8978 Brookneal Hg      | 8978 Brookneal Highway         | VDOT  | Gladys             | 24554 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 194  | Administration                      | Department of General Services                       | DGS   | 8th & Franklin Street  | 8th & Franklin Streets         | DGS   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 9 Court Street         | 9 Court Street                 | DJJ   | Warrenton          | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 3  | 4  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 9 Woodlawn Height      | 9 Woodlawn Heights             | DOF   | Chatham            | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 3  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 90 Forestry Center     | 90 Forestry Center Lane        | DOF   | Crimora            | 24431 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 6  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 900 Commonwealth       | 900 Commonwealth Place         | VDH   | Virginia Beach     | 23464 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 1  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 900 East Broad Str     | 900 East Broad Street          | DSS   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation              | DCR   | 900 East Main Stre     | 900 East Main Street           | DCR   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 912  | Public Safety and Homeland Security | Department of Veterans Services                      | DVS   | 900 East Main Stre     | 900 East Main Street           | DVS   | Richmond           | 23219 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 900 East Main Street   | 900 East Main Street           | VDH   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 900 East Main Stre     | 900 East Main Street           | VDOT  | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 136  | Technology                          | Virginia Information Technologies Agency             | VITA  | 900 East Main Street   | 900 East Main Street           | VITA  | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 900 East Marshall      | 900 East Marshall Street       | DSS   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 388 | 29 | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 900 Natural Resou      | 900 Natural Resources Drive    | ABC   | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 6  | 0  |
| 199  | Natural Resources                   | Department of Conservation & Recreation              | DCR   | 900 Natural Resou      | 900 Natural Resources Drive    | DCR   | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 440  | Natural Resources                   | Department of Environmental Quality                  | DEQ   | 900 Natural Resou      | 900 Natural Resources Drive    | DEQ   | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 403  | Natural Resources                   | Department of Game and Inland Fisheries              | DGIF  | 900 Natural Resou      | 900 Natural Resources Drive    | DGIF  | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 409  | Commerce and Trade                  | Department of Mines, Minerals and Energy             | DMME  | 900 Natural Resou      | 900 Natural Resources Drive    | DMME  | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 33 | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 900 Natural Resou      | 900 Natural Resources Drive    | DOF   | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 94 | 0  |
| 301  | Agriculture and Forestry            | Department of Agriculture and Consumer Services      | VOACS | 900 Natural Resou      | 900 Natural Resources Drive    | VOACS | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0  |
| 136  | Technology                          | Virginia Information Technologies Agency             | VITA  | 900 Natural Resou      | 900 Natural Resources Drive    | VITA  | Charlottesville    | 22903 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 8177 | Natural Resources                   | Virginia Outdoors Foundation                         | VOF   | 900 South Main St      | 900 South Main Street          | VOF   | Blacksburg         | 24060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC   | 901 Corrections Way    | 901 Corrections Way            | DOC   | Jarratt            | 23870 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 307 | 93 | 2  |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                               | NGC   | 901 Corrections Way    | 901 Corrections Way            | NGC   | Jarratt            | 23870 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1   | 2  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 901 North Saint As     | 901 North Saint Asaph Street   | ABC   | Alexandria         | 22314 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 9015 Brook Road        | 9015 Brook Road                | DMV   | Glen Allen         | 23060 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 20  | 1  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 9019 Old Battlefield   | 9019 Old Battlefield Boulevard | DSS   | Spotsylvania       | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 63  | 47 | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 903 Entomus Parkway    | 903 Entomus Parkway            | DSS   | Hampton            | 23666 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 904 Pretlow Street     | 904 Pretlow Street             | VDOT  | Franklin           | 23851 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 9049 Mary Ball Rd      | 9049 Mary Ball Road            | DSS   | Lancaster          | 22503 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20  | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 9049 Mary Ball Rd      | 9049 Mary Ball Road            | VDH   | Lancaster          | 22503 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 5  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 909 Court Street       | 909 Court Street               | DJJ   | Lynchburg          | 24504 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 11 | 0  |
| 934  | Technology                          | Innovation and Entrepreneurship Investment Authority | IEIA  | 9097 Atlee Station     | 9097 Atlee Station Road        | IEIA  | Mechanicsville     | 23116 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 194  | Administration                      | Department of General Services                       | DGS   | 910 Capital Square     | 910 Capital Square             | DGS   | Richmond           | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 182  | Commerce and Trade                  | Virginia Employment Commission                       | VEC   | 910 North Mecklenb     | 910 North Mecklenburg Avenue   | VEC   | South Hill         | 23970 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 9100 Botetourt Rd      | 9100 Botetourt Road            | VDOT  | Eagle Rock         | 24085 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 9104 Courthouse        | 9104 Courthouse Road           | VDH   | Spotsylvania       | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17  | 12 | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 911 Madison Street     | 911 Madison Street             | DJJ   | Boynton            | 23917 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 911 Madison Street     | 911 Madison Street             | DSS   | Boynton            | 23917 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 38  | 2  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 912 South Church       | 912 South Church Street        | DMV   | Smithfield         | 23430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 10  | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 912 Warren Avenue      | 912 Warren Avenue              | DSS   | Front Royal        | 22630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 3  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 9125 Courthouse        | 9125 Courthouse Road           | DJJ   | Spotsylvania       | 22553 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 7  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 9127 Washington        | 9127 Washington Street         | DJJ   | Amelia Court House | 23002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 1  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 9130 Mathis Avenue     | 9130 Mathis Avenue             | ABC   | Manassas           | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 919 South Church       | 919 South Church Street        | VDH   | Smithfield         | 24341 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16  | 2  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC   | 920 Old River Road     | 920 Old River Road             | DOC   | Pocahontas         | 24635 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 78  | 65 | 1  |
| 199  | Natural Resources                   | Department of Conservation & Recreation              | DCR   | 9200 Beach Road        | 9200 Beach Road                | DCR   | Chesterfield       | 23838 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0  |
| 411  | Agriculture and Forestry            | Department of Forestry                               | DOF   | 9200 Beach Road        | 9200 Beach Road                | DOF   | Chesterfield       | 23838 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 9237 Quicocassin R     | 9237 Quicocassin Road          | DMV   | Richmond           | 23229 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 32  | 1  | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC   | 924 Clifton Farm R     | 924 Clifton Farm Road          | DOC   | Honaker            | 24260 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18  | 10 | 1  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS  | 925 Capitol Landin     | 925 Capitol Landing Road       | DARS  | Williamsburg       | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 6  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 925 Capitol Landin     | 925 Capitol Landing Road       | DJJ   | Williamsburg       | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 925 South Main St      | 925 South Main Street          | DSS   | Norfolk            | 23523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 925 South Main St      | 925 South Main Street          | VDH   | Norfolk            | 23523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 928 West Main Str      | 928 West Main Street           | DSS   | Radford            | 24141 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15  | 4  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 9280 Hornbaker R       | 9280 Hornbaker Road            | VDOT  | Manassas           | 20109 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 9300 Merrimac Tr       | 9300 Merrimac Trail            | DJJ   | Williamsburg       | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS  | 9300 West Courth       | 9300 West Courthouse Road      | DARS  | Manassas           | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0   | 16 | 0  |
| 601  | Health and Human Resources          | Department of Health                                 | VDH   | 9301 Lee Avenue        | 9301 Lee Avenue                | VDH   | Manassas           | 20110 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 23  | 14 | 0  |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration     | DOC   | 9309 Center Street     | 9309 Center Street             | DOC   | Manassas           | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8   | 1  | 36 |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 9315 Merrimac Trail    | 9315 Merrimac Trail            | VDOT  | Williamsburg       | 23185 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 5  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 9324 West Street       | 9324 West Street               | DSS   | Manassas           | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 31  | 9  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 94 Alexandria Pike     | 94 Alexandria Pike             | DMV   | Warrenton          | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 15  | 2  | 0  |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of            | ABC   | 9421 Lorton Market     | 9421 Lorton Market Street      | ABC   | Lorton             | 22079 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0  | 0  |
| 154  | Transportation                      | Department of Motor Vehicles                         | DMV   | 945 Edwards Ferry      | 945 Edwards Ferry Road         | DMV   | Leesburg           | 20176 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 21 | 1  |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                       | DJJ   | 9483 Kings Highway     | 9483 Kings Highway             | DJJ   | King George        | 22485 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 2  | 0  |
| 262  | Health and Human Resources          | Department for Aging and Rehabilitative Services     | DARS  | 949 Park Avenue S      | 949 Park Avenue Southwest      | DARS  | Norton             | 24273 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0  | 0  |
| 501  | Transportation                      | Department of Transportation                         | VDOT  | 9495 Reedy Creek       | 9495 Reedy Creek Road          | VDOT  | Bristol            | 24202 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0  | 0  |
| 765  | Health and Human Resources          | Department of Social Services                        | DSS   | 9501 Lucy Corr Cir     | 9501 Lucy Corr Circle          | DSS</ |                    |       |   |   |   |   |   |   |   |   |   |     |    |    |

|      |                                     |  |      |                             |   |                |       |   |   |   |   |   |   |   |   |     |     |     |   |
|------|-------------------------------------|--|------|-----------------------------|---|----------------|-------|---|---|---|---|---|---|---|---|-----|-----|-----|---|
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 9685 West Broad             | 9685 West Broad Street ABC                | Glen Allen     | 23060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 601  | Health and Human Resources          | Department of Health                                   | VDH  | 969 Madison Street          | 969 Madison Street VDH                    | Boydton        | 23917 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 97 Walker Street            | 97 Walker Street ABC                      | Radford        | 24141 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | 970 Reon Drive              | 970 Reon Drive VDOT                       | Virginia Beach | 23464 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34  | 21  | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | 9700 Bent Mountain          | 9700 Bent Mountain Road VDOT              | Bent Mountain  | 24059 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 974 East Stuart Dr          | 974 East Stuart Drive ABC                 | Galax          | 24333 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 974 Main Street             | 974 Main Street ABC                       | Dillwyn        | 23936 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 778  | Public Safety and Homeland Security | Department of Forensic Science                         | DFS  | 9797 Braddock Road          | 9797 Braddock Road DFS                    | Fairfax        | 22032 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation                | DCR  | 98 Alexandria Pike          | 98 Alexandria Pike DCR                    | Warrenton      | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 4   | 0   |   |
| 440  | Natural Resources                   | Department of Environmental Quality                    | DEQ  | 98 Alexandria Pike          | 98 Alexandria Pike DEQ                    | Warrenton      | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 601  | Health and Human Resources          | Department of Health                                   | VDH  | 98 Alexandria Pike          | 98 Alexandria Pike VDH                    | Warrenton      | 20186 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 3   | 5   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 98 Stoneridge Drive         | 98 Stoneridge Drive North ABC             | Ruckersville   | 22968 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 601  | Health and Human Resources          | Department of Health                                   | VDH  | 9800 Behlvoir Road          | 9800 Behlvoir Road VDH                    | Fort Belvoir   | 22060 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | 9800 Godwin Drive           | 9800 Godwin Drive DMV                     | Manassas       | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 22  | 7   |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation                | DCR  | 9801 York River Pa          | 9801 York River Park Road DCR             | Williamsburg   | 23188 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 2   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | 9845 East Gretna            | 9845 East Gretna Road VDOT                | Gretna         | 24557 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 985 Fairystone Par          | 985 Fairystone Park Highway ABC           | Stanleytown    | 24168 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 765  | Health and Human Resources          | Department of Social Services                          | DSS  | 9854 Lori Road              | 9854 Lori Road DSS                        | Chesterfield   | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 0   | 0   |   |
| 765  | Health and Human Resources          | Department of Social Services                          | DSS  | 99 Ninth Street             | 99 Ninth Street DSS                       | Lynchburg      | 24504 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 155 | 59  | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | 9901 Lori Road              | 9901 Lori Road DMV                        | Chesterfield   | 23832 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 9934 Liberia Avenue         | 9934 Liberia Avenue ABC                   | Manassas       | 20110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | 9949 Hull Street R          | 9949 Hull Street Road ABC                 | Richmond       | 23236 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 226  | Commerce and Trade                  | Board of Accountancy                                   | BOA  | 9960 Mayland Drive          | 9960 Mayland Drive BOA                    | Henrico        | 23233 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 14  | 0   |   |
| 199  | Natural Resources                   | Department of Conservation & Recreation                | DCR  | 9960 Mayland Drive          | 9960 Mayland Drive DCR                    | Henrico        | 23233 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10  | 0   | 0   |   |
| 223  | Health and Human Resources          | Department of Health Professions                       | DHP  | 9960 Mayland Drive          | 9960 Mayland Drive DHP                    | Henrico        | 23233 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 143 | 189 | 12  |   |
| 222  | Commerce and Trade                  | Department of Professional and Occupational Regulation | DPOR | 9960 Mayland Drive          | 9960 Mayland Drive DPOR                   | Henrico        | 23233 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 297 | 0 |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                 | NGC  | 9960 Mayland Drive          | 9960 Mayland Drive NGC                    | Henrico        | 23233 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1   | 4   | 3   |   |
| 601  | Health and Human Resources          | Department of Health                                   | VDH  | 9960 Mayland Drive          | 9960 Mayland Drive VDH                    | Henrico        | 23233 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1   | 38  | 89  |   |
| 136  | Technology                          | Virginia Information Technologies Agency               | VITA | 9960 Mayland Drive          | 9960 Mayland Drive VITA                   | Henrico        | 23233 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | 998 Hopeman Park            | 998 Hopeman Parkway DMV                   | Waynesboro     | 22980 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 12  | 1   | 0   |   |
| 765  | Health and Human Resources          | Department of Social Services                          | DSS  | 9990 Fairfax Boule          | 9990 Fairfax Boulevard DSS                | Fairfax        | 22030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14  | 69  | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | Berkley Plaza               | Berkley Plaza VDOT                        | Norfolk        | 23523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 701  | Public Safety and Homeland Security | Department of Corrections-Central Administration       | DOC  | Box 1 River Road            | Box 1 River Road West DOC                 | Goochland      | 23063 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 4   | 1   |   |
| 121  | Executive Offices                   | Office of the Governor                                 | GOV  | Capitol Building            | Capitol Building GOV                      | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 3   | 0   |   |
| 777  | Public Safety and Homeland Security | Department of Juvenile Justice                         | DJJ  | Court House Lane            | Court House Lane DJJ                      | Bowling Green  | 22427 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 1   | 0   |   |
| 411  | Agriculture and Forestry            | Department of Forestry                                 | DOF  | Courthouse Building         | Courthouse Building DOF                   | Saluda         | 23149 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 8213 | N/A - Northrop Grumman              | N/A - Northrop Grumman                                 | NGC  | DELETED - 155 Rogers Street | DELETED - 155 Rogers Street NGC           | n/a            | n/a   | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0   |   |
| 123  | Public Safety and Homeland Security | Department of Military Affairs                         | DMA  | Fort Pickett Military       | Fort Pickett Military Reserve DMA         | Blackstone     | 23824 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 121  | Executive Offices                   | Office of the Governor                                 | GOV  | Governors Mansion           | Governors Mansion GOV                     | Richmond       | 23219 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7   | 5   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | Highways 29 & 703           | Highways 29 & 703 ABC                     | Chatham        | 24531 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | I-64 Mile Marker 21         | I-64 Mile Marker 203 West DMV             | Sandston       | 23150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6   | 0   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | I-664 Monitor-Mer           | I-664 Monitor-Merrimac Bridge Tunnel VDOT | Newport News   | 23607 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15  | 4   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | I-77 Big Walker Tu          | I-77 Big Walker Tunnel VDOT               | Bland          | 24315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 7   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | I-77 North Portal           | I-77 North Portal VDOT                    | Rocky Gap      | 24366 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 5   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | I-81, Exit 5                | I-81, Exit 5 VDOT                         | Bristol        | 24201 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | I-85 Mile Marker 2          | I-85 Mile Marker 22N DMV                  | Meredithville  | 23873 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | I-85 North                  | I-85 North DMV                            | Baskerville    | 23915 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | I-95 Mile Marker 1          | I-95 Mile Marker 154 North DMV            | Dumfries       | 20206 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | I-95 Mile Marker 3          | I-95 Mile Marker 39 South DMV             | Petersburg     | 23805 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4   | 0   | 0   |   |
| 402  | Natural Resources                   | Marine Resources Commission                            | MRC  | Old Toll Booth              | Old Toll Booth MRC                        | Kilmarnock     | 22482 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 999  | Public Safety and Homeland Security | Alcoholic Beverage Control, Department of              | ABC  | One Plaza Drive             | One Plaza Drive ABC                       | Grundy         | 24614 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | Pentagon Concour            | Pentagon Concourse DMV                    | Washington     | 20301 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 5   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | Pinners Point Plaza         | Pinners Point Plaza VDOT                  | Norfolk        | 23551 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 1   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | PO Box 305                  | PO Box 305 DMV                            | Middletown     | 22645 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2   | 0   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | Portsmouth Plaza            | Portsmouth Plaza Garage VDOT              | Portsmouth     | 23704 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 765  | Health and Human Resources          | Department of Social Services                          | DSS  | Route 15                    | Route 15 DSS                              | Fork Union     | 23055 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5   | 0   | 0   |   |
| 154  | Transportation                      | Department of Motor Vehicles                           | DMV  | Route 250                   | Route 250 DMV                             | Mc Dowell      | 24458 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 765  | Health and Human Resources          | Department of Social Services                          | DSS  | Route 360                   | Route 360 DSS                             | Heathsville    | 22473 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | Route 58                    | Route 58 VDOT                             | Jonesville     | 24263 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1   | 2   | 0   |   |
| 501  | Transportation                      | Department of Transportation                           | VDOT | Route 726                   | Route 726 VDOT                            | Dryden         | 24243 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |
| 411  | Agriculture and Forestry            | Department of Forestry                                 | DOF  | Route 864 Off Of            | Route 864 Off Of Route 70 DOF             | Jonesville     | 24263 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0   | 0   | 0   |   |

**List of Supplier Facilities from which Services will be performed**

Instructions: Populate light blue cells, adding rows as necessary.

| Facility Name       | Address                      | City             | State | Zip   | Country | Purpose  |
|---------------------|------------------------------|------------------|-------|-------|---------|--|
| Network             | 7000 Weston Pkwy             | Cary             | NC    | 27513 | USA     | Primary NOC for network (Access, PIP,Internet, Private Line, SCI)  |
| Network             | 4200 Atlantic Ave, suite 116 | Raleigh          | NC    | 27604 | USA     | Backup NOC for network (Access, PIP,Internet, Private Line, SCI)   |
| MNSO                | 7000 Weston Pkwy             | Cary             | NC    | 27513 | USA     | Primary NOC (Managed Wan,Lan,WLAN, UPS, also MRP, Proactive Care, Secure Gateway, and Site Services)         |
| MNSO                | 4200 Atlantic Ave, suite 116 | Raleigh          | NC    | 27604 | USA     | Backup NOC (Managed Wan,Lan,WLAN, UPS, also MRP, Proactive Care, Secure Gateway, and Site Services)          |
| MNSO                | 2606A Carsins Run Rd         | Aberdeen         | MD    | 21001 | USA     | Primary Data Center (Managed Wan,Lan,WLAN, UPS, also MRP, Proactive Care, Secure Gateway, and Site Services) |
| MNSO                | 12300 Ridge Rd               | North Royalton   | OH    | 44133 | USA     | Backup Data Center (Managed Wan,Lan,WLAN, UPS, also MRP, Proactive Care, Secure Gateway, and Site Services)  |
| DDOS Shield         |                              | Los Angeles      | CA    |       | USA     | Primary Data Center  |
| DDOS Shield         |                              | Washington       | DC    |       | USA     | Backup Data Center   |
| DDOS Shield         |                              | Dallas           | TX    |       | USA     | Backup Data Center   |
| DDOS Shield         |                              | San Jose         | CA    |       | USA     | Backup Data Center   |
| DDOS Shield         |                              | Los Angeles      | CA    |       | USA     | Backup Data Center   |
| DDOS Shield         |                              | New York         | NY    |       | USA     | Backup Data Center   |
| VoIP (SIP Trunking) |                              | Omaha            | NE    |       | USA     | OSS Tools  |
| VoIP (SIP Trunking) | 7000 Weston Pkwy             | Cary             | NC    | 27513 | USA     | NOC  |
| UCCaaS              | 6400 Weston Pkwy             | Cary             | NC    | 27513 | USA     | NOC  |
| UCCaaS              | 1950 N Stemmons Fwy          | Dallas           | TX    | 75207 | USA     | Primary Data Center  |
| UCCaaS              | 11 Great Oaks Blvd           | San Jose         | CA    | 95119 | USA     | Backup Data Center   |
| VCE                 | 460 Wildwood Forest Dr.      | Spring           | TX    | 77380 | USA     | NOC  |
| VCE                 | 1905 Lunt Avenue             | Elk Grove Villag | IL    | 60007 | USA     | Primary Data Center  |
| VCE                 | 1950 North Stemmons Fwy      | Dallas           | TX    | 75207 | USA     | Backup Data Center   |
| Audio Conferencing  |                              | Cedar Rapids     | IA    |       | USA     | Primary Data Center  |
| Audio Conferencing  |                              | Reading          | PA    |       | UK      | Backup Data Center   |
| VCC                 |                              | Salt Lake City   | UT    |       |         | NOC  |
| VCC                 |                              | Los Angeles      | CA    |       |         | Primary Data Center  |
| VCC                 |                              | Dallas           | TX    |       |         | Backup Data Center   |
| VCC                 | AWS Locations                |                  |       |       |         | Storage  |
| IP Toll Free        |                              | Perryman         | MD    |       |         | Data Center  |
| IP Toll Free        |                              | North Royalton   | OH    |       |         | Data Center  |
| DDI                 | 1315 Walnut St., Suite 1402  | Philadelphia     | PA    | 19107 | USA     | NOC  |
| DDI                 | 1500 Spring Garden Street    | Philadelphia     | PA    | 19107 | USA     | Primary Data Center  |
| DDI                 | 1315 Walnut St., Suite 1402  | Philadelphia     | PA    | 19107 | USA     | Backup Data Center   |

Virginia Information Technologies Agency



## **Exhibit 3**

# **Reporting and Service Level Management**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|   |           |
|---|-----------|
| <b>1.0 Introduction .....</b>   | <b>3</b>  |
| 1.1 Quality management overview .....   | 3         |
| <b>2.0 Service Level Management.....</b>  | <b>4</b>  |
| 2.1 Service Level Types .....   | 4         |
| 2.2 Service Level Credits .....   | 4         |
| 2.3 Earnback .....  | 5         |
| 2.4 Modification of Performance Categories .....  | 6         |
| 2.5 Additions, Modifications and Deletions of Service Levels.....                                       | 6         |
| 2.5.1 Additions .....   | 6         |
| 2.5.2 Impact on Service Level Credit Allocation Percentages .....                                       | 7         |
| 2.5.3 Modifications of Service Level Credit Allocation Percentages for<br>Critical Service Levels ..... | 7         |
| 2.6 Responses to Service Level Defaults .....   | 8         |
| 2.7 Continual Improvement – Service Levels .....  | 9         |
| 2.8 Percentage Objectives .....   | 10        |
| 2.9 Measuring Tools .....   | 11        |
| 2.10 Exceptions & Exclusions .....  | 11        |
| 2.11 Shared Accountability Failure Event.....   | 11        |
| <b>3.0 Severity Levels .....</b>  | <b>12</b> |
| 3.1 Severity Level 1 – Emergency/Urgent .....   | 12        |
| 3.2 Severity Level 2 – High.....  | 13        |
| 3.3 Severity Level 3 – Medium .....   | 13        |
| 3.4 Severity Level 4 – Low .....  | 13        |
| <b>4.0 Critical Deliverables.....</b>   | <b>13</b> |
| 4.1 Recurring Deliverables.....   | 13        |
| 4.2 One-Time Deliverables .....   | 14        |
| <b>5.0 Reports .....</b>  | <b>14</b> |
| 5.1 Reporting for Service Levels .....  | 14        |
| 5.2 Other Reporting.....  | 15        |
| 5.3 Changes to Reports.....   | 15        |
| <b>6.0 Customer Satisfaction Surveys .....</b>  | <b>16</b> |

## 1.0 Introduction

This is **Exhibit 3 (Reporting and Service Level Management)** to the Master Services Agreement between VITA and Supplier and, together with the attachments hereto (incorporated by this reference herein) describe the Supplier's obligations to maintain, report upon, and improve quality in the Services delivery to VITA and the other Customers.

Attachments to **Exhibit 3** consist of:

- **Exhibit 3.1 (Service Level Matrix)**
- **Exhibit 3.2 (Service Level Definitions and Measurement)**
- **Exhibit 3.3 (Critical Deliverables)**
- **Exhibit 3.4 (Reports Matrix)**
- **Exhibit 3.5 (Customer Satisfaction)**

### 1.1 Quality management overview

- 1) The Supplier's quality management obligations under this **Exhibit 3 (Reporting and Service Level Management)** fall into four categories:
  - a) *Reporting*. documents, datasets, and summary reports pertaining to the performance of the Services and the Supplier's other obligations under the Agreement sufficient to permit VITA to monitor and manage Supplier's performance.
  - b) *Service Levels*. quantitative performance standards to measure Services, which may include Critical Service Levels and Key Measurements and may carry associated Service Level Credits in the case of certain Service Level Defaults.
  - c) *Critical Deliverables*. milestone activities and Critical Deliverables that have associated Deliverable Credits payable to VITA, in accordance with **Section 4.0 (Critical Deliverables)** below, in the event the Supplier fails to successfully and timely deliver such Deliverables. Such Deliverables may be either One-Time Deliverables or Recurring Deliverables.
  - d) *Customer Satisfaction*. qualitative and quantitative measurements of Customer experience, including surveys and in-person meetings.
- 2) The performance of these quality management functions by the Supplier may require coordinated, collaborative effort of the Supplier with Third Parties. The Supplier will provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to VITA, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to VITA, was caused by the Supplier.
- 3) Beginning as of the Commencement Date (or as otherwise specified in **Exhibit 3.1 (Service Level Matrix)**), the Supplier will perform the Services in such a manner as to meet or exceed applicable Service Levels, Reporting requirements, Customer satisfaction metrics, and Critical Deliverable due dates.
- 4) VITA may add, delete or modify Reports, Customer satisfaction metrics, Performance Categories, Service Levels and Recurring Deliverables as provided in this **Exhibit 3 (Reporting and Service Level Management)**.
- 5) Unless otherwise set forth herein, all references in this **Exhibit 3 (Reporting and Service Level Management)** to time will refer to Eastern Time.



## 2.0 Service Level Management

### 2.1 Service Level Types

As part of VITA's Managed Environment, VITA anticipates working with the MSI and the other Service Tower Suppliers, to characterize the Service Levels of each as "Shared," "Related" or "Unique." Such characterizations represent the manner in which the Service Tower Suppliers are individually or jointly responsible for the attainment of their respective Service Levels within the Managed Environment. Service Level Credits potentially assessed against an individual Service Tower Supplier, including Supplier, shall always be calculable based on its specific (i) Service Level Invoice Amount, (ii) At-Risk Amount, and (iii) Allocation of Pool Percentage.

Following are detailed descriptions of the shared, (Type S), related (Type R) and unique (Type U) Service Level categories:

- (1) **Type S (shared) Service Levels.** Type S Service Levels are shared between the MSI and one or more Service Tower Suppliers due to the fact that the Service Levels utilize the same pool of events and carry the same Expected Service Level and Minimum Service Level metrics. Type S Service Levels are measured once for each Measurement Window so that both the MSI and the other applicable Service Tower Supplier(s) share a single measurement and calculation process. Consequently, if a Service Level Default occurs for a Type S Service Level, each of the MSI and the other Service Tower Supplier(s) experience a Service Level Default with respect to its respective Service Level. Type S Service Levels must maintain identical Expected Service Level and Minimum Service Level metrics.
- (2) **Type R (related) Service Levels.** Type R Service Levels are Service Levels that are shared between the MSI and one or more other Service Tower Suppliers and measure, in the aggregate, performance of both the MSI and the other applicable Integrated Supplier(s). For each of the MSI and other individual Integrated Suppliers sharing the Type R Service Level, the Type R Service Level measures a discrete subset of the same pool of events making up the aggregate performance of the MSI and other Integrated Supplier being measured by the Type R Service Level. A Type R Service Level may carry different Expected Service Level and Minimum Service Level metrics for the participating Integrated Suppliers.
- (3) **Type U (unique).** Type U Service Levels measure Service performance that is specific to the MSI or an individual Service Tower Supplier, and therefore are not shared between or among Service Tower Suppliers.

Type S, Type R and Type U Service Level characterizations are utilized to clarify Service Level performance of the Service Tower Suppliers within the Managed Environment for tracking purposes and shall not limit (or expand) Supplier's obligations with respect to the performance of the Services.

### 2.2 Service Level Credits

Service Level Defaults of Critical Service Levels will result in Service Level Credits from Supplier to VITA as defined below:

- 1) **Exhibit 3.1 (Service Level Matrix)** sets forth the information required to calculate the Service Level Credit in the event of a Service Level Default for a Critical Service Level. Each such Service Level Default, subject to **Section 2.3 (Earnback)** below, will generate a Service Level Credit that will be computed in accordance with the following formula:

$$\text{Service Level Credit} = A \times B \times C$$

Where:

A = The Allocation of the Pool Percentage specified for the Performance Category in which the Service Level Default occurred as shown in **Exhibit 3.1 (Service Level Matrix)**.

B = The Service Level Credit Allocation Percentage for Service Level with respect to which the Service Level Default occurred, as shown in **Exhibit 3.1 (Service Level Matrix)**.

C = The At-Risk Amount

For example, assume that the Supplier fails to meet the Service Level for a Critical Service Level, the Supplier's Service Level Invoice Amount for the month in which the Service Level Default occurred was \$100,000 and that the At Risk Amount is 15% of the Service Level Invoice Amount.

Additionally, assume that the Allocation of Pool Percentage for the Performance Category of such Critical Service Level is 50% and that the Service Level Credit Allocation Percentage for such Critical Service Level is 40%.

The Service Level Credit for such Service Level Default would be computed as follows:

A = 50% (the Allocation of Pool Percentage) multiplied by

B = 40% (the Service Level Credit Allocation Percentage) multiplied by

C = \$15,000 (fifteen percent (15%)) of \$100,000, the Supplier's corresponding Service Level Invoice Amount)

= \$3,000 (the amount of the Service Level Credit)

- 2) Subject to Item (3) below, if more than one Service Level Default has occurred in a single month, the corresponding Service Level Credits will be added together to determine the total amount of Service Level Credits payable for such month.
- 3) In no event will the amount of Service Level Credits payable with respect to all Service Level Defaults in a single month exceed, in total, the At-Risk Amount for such month. If the amount of Service Level Credits for any month exceed the total At-Risk Amount, VITA shall elect which Service Level Credits aggregating up to the At-Risk Amount it shall be paid. Election to not take a Service Level Credit pursuant to the foregoing shall not alter the status of any Service Level Default.
- 4) The Supplier will notify VITA in writing if a Service Level Credit has been generated, which notice will be included in the standard monthly reporting for Critical Service Levels and Key Measurements as described in **Section 5.1 (Reporting for Service Levels)** below, delivered in the month immediately following the month during which such Service Level Default occurred.
- 5) The total amount of Service Level Credits that the Supplier will be obligated to pay to VITA, with respect to Service Level Defaults occurring each month, shall be credited on the invoice for the month during which the Service Level Default(s) giving rise to such Service Level Credit(s) occurred. For example, the amount of Service Level Credits payable with respect to Service Level Defaults occurring in August shall be set forth in the Monthly Invoice for August issued in September. In the event no further invoices shall be deliverable to VITA, such credit shall be paid to VITA within thirty (30) days following its calculation and notice to VITA.

## 2.3 Earnback

The Supplier will have an Earnback opportunity with respect to a Service Level Credit paid or credited to VITA as follows:

- 1) For such Service Level Default, within thirty (30) days after the first one-year anniversary of the month in which such Service Level Default occurs, the Supplier will calculate and provide the following information in a report to VITA:

- a) The amount of the Service Level Credit that is the subject of potential Earnback; and
  - b) Statistics on the Supplier's monthly performance for such Critical Service Level during the preceding twelve (12) months (the "**12-Month Review Period**").
- 2) If, for each of the months in the 12-Month Review Period, Supplier achieved monthly performance in the subject Critical Service Level that was greater than, or equal to, the Expected Service Level in effect at the end of the 12-Month Review Period for such Critical Service Level and there was no recurrence of a Service Level Default during such 12-Month Review Period, such Service Level Credit will be deemed to have been "earned back" by the Supplier. Upon substantiation of such Earnback and approval by VITA, the amount of such Service Level Credit shall be included in the delivered invoice to VITA within two billing cycles following their occurrence and payable with other amounts included thereon.
  - 3) If, during the 12-Month Review Period, VITA deletes such Critical Service Level (including its demotion to a Key Measurement), Supplier will continue to track its performance for such former Critical Service Level and will be entitled to an Earnback if and to the extent it would have been entitled to such Earnback in accordance with the procedures described in Item (2) above had the Critical Service Level not been so deleted during such 12-Month Review Period.
  - 4) Upon expiration or termination of the Agreement (or such portion of the Agreement to which such Service Level Default related), the foregoing process will be undertaken with respect to the months of the applicable outstanding 12-Month Review Period(s) (i.e., which may be less than 12 months) during which the Agreement (or such applicable portion) was in effect, including for such purposes any period of the provision of applicable Transition Out Assistance.

## **2.4 Modification of Performance Categories**

Once per quarter, VITA may modify Performance Categories (including adjusting Allocation of the Pool Percentages among Performance Categories) by sending notice to Supplier not less than forty-five (45) days prior to the effective date of such modification. Such change notice will describe changes necessary to accommodate the modification of the Performance Categories. Modification of Performance Categories shall not constitute creation of new Service Levels.

## **2.5 Additions, Modifications and Deletions of Service Levels**

VITA may add or delete Performance Categories; add, delete or modify Service Levels (including the demotion of Critical Service Levels to Key Measurements and elevation of Key Measurements to Critical Service Levels); modify Service Level Credit Allocation Percentages; or add or delete Recurring Deliverables, by notice to Supplier not less than forty-five (45) days prior to the effective date of such modification. VITA may send only one such notice (which notice may contain multiple changes) each calendar quarter. Neither demotion of Critical Service Levels to Key Measurements nor promotion of Key Measurements to Critical Service Levels constitute creation or addition of new Service Levels.

### **2.5.1 Additions**

Minimum Service Levels and Expected Service Levels commitments for added Service Levels will be determined or computed as follows:

- 1) The Parties will attempt in good faith to agree on the Minimum Service Levels and Expected Service Level commitments using industry standard measures or third party advisory services (for example, Gartner Group, Yankee Group)

- 2) If the Parties are unable to agree on an Expected Service Level and Minimum Service Level commitment as described in **clause (1)** above within thirty (30) days of VITA's notice, the following will apply:
- a) Where at least six (6) consecutive months of verifiable service measurements exist for a particular Service that is being provided by the Supplier (the "**Six-Month Measurement Window**"), the Parties agree that the Expected Service Level will be defined as the arithmetic mean of such service measurements for the Six-Month Measurement Window and that the Minimum Service Level will be defined as the lowest service measurement achieved during the Six-Month Measurement Window, unless the lowest measurement is more than the equivalent of one standard deviation for the data set of measurements below the second lowest service measurement achieved in which case the Minimum Service Level will be defined as the second lowest service measurement.
  - b) Where less than six (6) consecutive months of measurements exist for a particular Service that is being provided by the Supplier, the Parties will do the following:
    - i) The Supplier will begin measuring such performance and shall provide to VITA such monthly measurements within sixty (60) days after VITA's notice.
    - ii) After six (6) or more consecutive months of actual service level attainments have been measured (or should have been measured per **clause (2)(b)(i)** above, VITA may at any time in writing require that the calculation in **clause (2)(a)** above be used to establish the Minimum Service Level and Expected Service Level commitments based on the month designated in VITA's requirement; provided, however:
      - (1) If after VITA's request for additions, the Supplier has provided twenty-four (24) actual service level attainment measurements pursuant to **clause (2)(b)(i)** above for any particular Service Level requested by VITA, and VITA has not notified Supplier pursuant to **clause 2(b)(ii)** above to establish Service Level commitments, then Supplier's continued measurement and provision of actual service level attainment measurements will be subject to the Parties' mutual agreement in accordance with ITISP Governance.
  - c) In the event of (a) or (b), Continual Improvement will be invoked as described in Section 2.7 with the following exception: Critical Service Level(s) and Key Measurement(s) will be modified beginning at the end of the three (3) month period, and then quarterly thereafter for a period of one year (i.e., until four such Continual Improvement updates have been made), following the establishment of such new measure(s).

### 2.5.2 Impact on Service Level Credit Allocation Percentages

When adding or deleting a Critical Service Level, or promoting a Key Measurement to Critical Service Level, VITA will modify the Service Level Credit Allocation Percentages for the Critical Service Levels within the applicable Performance Category such that the total Service Level Credit Allocation Percentages for all remaining Critical Service Levels within such Performance Category equals one hundred percent (100%).

If VITA adds a Critical Service Level, but does not modify the Service Level Credit Allocation Percentages for the Critical Service Levels, then, until such time as VITA so modifies such Service Level Credit Allocation Percentages, the Service Level Credit Allocation Percentage for such added Critical Service Level will be determined.

### 2.5.3 Modifications of Service Level Credit Allocation Percentages for Critical Service Levels

VITA will modify the Service Level Credit Allocation Percentages for Critical Service Levels within such Performance Category such that the sum of the Service Level Credit Allocation Percentages for all Critical Service Levels within such Performance Category equals one hundred percent (100%).

## 2.6 Responses to Service Level Defaults

In addition to any other rights and remedies that may be available under the Agreement, the following shall apply:

### 1) Critical Service Levels.

- a) *Root Cause Analysis*. If there is a Minimum Service Level Default or an Expected Service Level Default of a Critical Service Level in any given month, the Supplier will promptly investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the Service Level Default, including performing a detailed root cause analysis (“**RCA**”). Once the RCA is completed, if such Service Level Default is determined by the RCA (as reasonably approved by VITA) to be due to the Supplier’s performance (or failed performance), the Supplier will develop a Remediation Plan in accordance with **Section 20 (Remediation Plans and Step In Rights)** of the Agreement and otherwise comply with such provisions.
- b) *Second Root Cause Analysis*. Following the first Service Level Default leading to the RCA described in clause 1(a) above, if a Minimum Service Level Default reoccurs with respect to the same Critical Service Level (“**Second Minimum Service Level Default**”) or an Expected Service Level Default reoccurs with respect to the same Critical Service Level (“**Second Expected Service Level Default**”) due to the Supplier’s performance (or failed performance) as determined by the Second RCA (defined below), then the Supplier will develop and perform another Remediation Plan and associated obligations as described in **clause 1(a)** above for such Second Minimum Service Level Default or Second Expected Service Level Default, as applicable, including performance of an RCA (such second RCA is referred to as the “**Second RCA**”).
- c) *Step In Rights and Corrective Action Plan Failure Credit*.
  - i) Corrective Action Plan Failure Credit. If (A) a Second Minimum Service Level Default shall occur and (B) the Second RCA establishes that it had the same root cause as was determined in the first RCA under **clause (1)(a)** above, or if the Remediation Plan undertaken pursuant to **clause (1)(a)** above was not followed, then (except where the Supplier is still properly implementing but has not yet completed remediation pursuant to the agreed Remediation Plan and as a result the root cause has not been resolved and that is determined to be the cause of the Second Minimum Service Level Default) an enhanced Service Level credit will be generated with respect to such Second Minimum Service Level Default, in an amount equal to one hundred twenty five percent (125%) of the Service Level Credit otherwise applicable (the “**Corrective Action Plan Failure Credit**”), subject to the Corrective Action Plan Failure Credit Rules in **clause (1)(c)(iii)** below. For example, if a Service Level Default carried a monthly Service Level Credit of \$2,000.00, then in the event of a Corrective Action Plan Failure Credit is applicable; such Service Level Credit would be increased to \$2,500.00.
  - ii) Step-In Rights. Separately, if there are two (2) or more Minimum Service Level Defaults for the same Critical Service Level triggered in any given four (4) month period, then (1) VITA may exercise any of its Step In rights described in **Section 20.5 (Exercise of Step In Rights)** of the Agreement, and, (2) regardless of whether VITA exercises any such rights, VITA may impose a “**Corrective Action Plan Failure Credit**”, subject to the Corrective Action Plan Failure Credit Rules in **clause (1)(c)(iii)** below.
  - iii) Corrective Action Plan Failure Credit Rules. The “**Corrective Action Plan Failure Credit Rules**” are the following:

- (1) If a Corrective Action Plan Failure Credit is generated pursuant to **clause (1)(c)(i)** above, then there will be a Corrective Action Plan Failure Credit for each month until such time as Supplier has demonstrated effective Service delivery, as evidenced by either (1) achieving the Expected Service Level target for the applicable Service Level in a month, or (2) in VITA's reasonable judgment, Supplier has remedied the failure which is the subject of such Remediation Plan. If a Minimum Service Level Default reoccurs for the same root cause (or due to Supplier's failure to implement the Remediation Plan as committed) for the same Service Level within three (3) months after such effective Service delivery has been demonstrated, the Corrective Action Plan Failure Credit will reapply to the then-current and each subsequent month until the failure has been resolved in the manner set forth in sub-clause (1)(c)(iii)(1)(1) or (2) above (unless Supplier is still implementing the agreed Remediation Plan pursuant to the agreed timeline and as a result the cause of the Minimum Service Level Default has not been resolved). For clarity, more than one Service Level may be subject to the foregoing at any given time, such that more than one Corrective Action Plan Failure Credit could apply for any given month.
  - (2) Corrective Action Plan Failure Credits will not be subject to Earnback.
  - (3) In no event will the sum of the Corrective Action Plan Failure Credits and any Service Level Credits payable with respect to all Service Level Defaults occurring in a single month exceed, in total, the At-Risk Amount. In the event such available credits shall exceed the At-Risk Amount for a month, VITA shall elect which credits shall be paid, up to the amount of the At-Risk Amount, provided, that VITA's determination to not take a particular Service Level Credit shall not otherwise impact the applicable Service Level Default.
- 2) **Key Measurements.** In the case of (i) a Minimum Service Level Default for a Key Measurement, or (ii) an Expected Service Level Default for a Key Measurement, then in either case, the Supplier will promptly investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a detailed RCA of the problem. Once the RCA is performed, the Supplier will develop a Remediation Plan in accordance with **Section 20 (Remediation Plan and Step In Rights)** of the Agreement.
  - 3) **Response to Customer-specific Events.** As described in **Section 5.1(5)** below, the Supplier will isolate and report on performance against certain Critical Service Levels and Key Measurements for the Services provided for each Customer. If Supplier's performance for any such Customer is below the Minimum Service Level for any Critical Service Level or Key Measurement calculated for such Customer in any given month, then the Supplier will promptly investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a detailed RCA of the failing performance. Once the RCA is performed, the Supplier will develop a Remediation Plan and carry out the associated obligations under **Section 20 (Remediation Plans and Step In Rights)** of the Agreement.

## 2.7 Continual Improvement – Service Levels

- 1) The Parties agree that the Critical Service Levels and Key Measurements specified in **Exhibit 3.2 (Service Level Definitions and Measurement)** are subject to continual improvement and should be enhanced on an annual basis to reflect continual improvement. To accomplish this, each such Critical Service Level and Key Measurement will be modified beginning at the end of the twelve (12) month period following the commencement of the Supplier's obligations for performance of the Services specific to such Critical Service Level or Key Measurement, as described below:

- a) *Expected Service Level.* The Expected Service Level will be reset to the average of the four (4) highest actual results (for example, 99.60% is higher than 99.40%) at or above the Expected Service Level achieved during the previous year; provided that, if fewer than four (4) actual results exceeded the Expected Service Level, the Expected Service Level will be reset by taking the four (4) highest monthly actual results, replacing each such actual result that is below the Expected Service Level with the Expected Service Level, and dividing the sum of the resulting four (4) numbers by four (4).

For example, if the Expected Service Level being adjusted were 99.6%, and there were three actual results that were higher and none equal (e.g. 99.90%, 99.80%, and 99.70%), the calculation would be  $((99.90\% + 99.80\% + 99.70\% + 99.60\%) / 4) = 99.75\%$  with the subsequent reset governed by **clause (2)** of this **Section 2.9 (Continual Improvement – Service Levels)** below.

Notwithstanding the foregoing, in no event will any single increase in an Expected Service Level pursuant to the foregoing exceed ten percent (10%) of the difference between one hundred percent (100%) and the then-current Expected Service Level

For example, if the Expected Service Level being adjusted were 99.60%, the maximum increase for that reset would be 0.04% (i.e. from 99.60% to 99.64%).

- b) *Minimum Service Level.* Each Minimum Service Level will be reset by adding to the Minimum Service Level being adjusted a sum equal to five percent (5%) of the difference between one-hundred percent (100%) and the then-current Minimum Service Level.

For example, if the Minimum Service Level being adjusted were 99.40%, the increase would be 0.03% (i.e., from 99.40% to 99.43%).

- c) Notwithstanding the foregoing, if Supplier can demonstrate that the application of the continual improvement calculation in a given year would create an undue burden, cost, investment, or risk of failure, then VITA shall, in its reasonable determination, suspend the application of continual improvement for such year.

- 2) For ease of administration, beginning with the second anniversary of the Commencement Date and continuing with every anniversary of the Commencement Date thereafter (i.e., replacing the anniversary of the particular commencement date for each Critical Service Level and Key Measurement), the process described in **clause (1)(a) and (b)** above will be performed utilizing the previous twelve (12) months' data.

## 2.8 Percentage Objectives

Both Parties understand that certain Service Levels may not be measured against an objective of one hundred percent (100%). For example, measurements of time (days, hours, etc.) or defects may present where zero (0) (days or hours / defects) and zero percent (0%), respectively, are the appropriate objectives. The calculations described in this **Exhibit 3 (Reporting and Service Level Management)** will be modified where appropriate to reflect these objectives. For example, if the Service Level objective for measuring defects in lines of code is zero percent (0%), then for purposes of the calculations provided in this **Exhibit 3 (Reporting and Service Level Management)**, “lowest” would be deemed to be “highest”, “highest” would be deemed to be “lowest” and one hundred percent (100%) would be deemed to be zero percent (0%).

Unless otherwise specified in **Exhibit 3.2 (Service Level Definitions and Measurement)**, all results of monthly percentage calculations will be truncated to two decimal places for Service Level reporting purposes only.

## 2.9 Measuring Tools

As of the Effective Date, the measuring tools and methodologies set forth in **Exhibit 3.2 (Service Level Definitions and Measurement)** represent acceptable measuring tools and methodologies for the designated Critical Service Levels and Key Measurements.

If there are any Service Levels for which the measuring tools and methodologies have not been agreed upon by VITA and the Supplier and for which measuring tools are not included in **Exhibit 3.2 (Service Level Definitions and Measurement)** and the Supplier fails to propose a measuring tool for such Service Level that is acceptable to VITA prior to the date upon which the Supplier will be responsible for Service Level performance such failure will be deemed a Service Level Default for the Service Level (and in the case of a Critical Service Level, a Service Level Credit shall be applicable) until the Supplier proposes and implements such acceptable measuring tool and methodology. VITA will not unreasonably withhold approval for the Supplier's recommendation for an alternate tool or methodology.

Tools for new Service Levels will be implemented according to the Change Control Procedures. Upon VITA's written notice approving a proposed alternate or new measurement tool, such tool will be automatically incorporated into **Exhibit 3.2 (Service Level Definitions and Measurement)** as of the date for completion of implementation set forth in VITA's notification and **Exhibit 3.2 (Service Level Definitions and Measurement)** will be updated accordingly.

If, after the effective date of the implementation of tools for new Service Levels, the Supplier desires to use a different measuring tool for a Service Level, the Supplier will provide written notice to VITA, in which event the Parties will reasonably adjust the measurements as necessary to account for any increased or decreased sensitivity or measurement modification in the new measuring tools; provided that, if the Parties cannot agree on the required adjustment, the Supplier will continue to use the measuring tool that had been previously agreed to by the Parties.

It is not anticipated that changes in the measuring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools. Supplier will configure all measuring tools to create an auditable record of each user access to the tool and any actions taken with respect to the data measured by or residing within the tool.

## 2.10 Exceptions & Exclusions

The Supplier will be excused for a failure to meet a Service Level to the extent such failure is excused pursuant to **Section 1.11 (Supplier Excused Performance)** or **Section 21.5 (Force Majeure)** of the Agreement. Additional exclusions related to specific Service Levels are stipulated in **Exhibit 3.2 (Service Level Definitions and Measurement)**.

## 2.11 Shared Accountability Failure Event

A "**Shared Accountability Failure Event**" is a method for the Supplier to seek excused performance for Type S and Type R Service Levels in certain circumstances as described below.

A Shared Accountability Failure Event occurs if the Supplier: (a) asserts as soon as it is reasonably aware that it has been or will be unable to perform all or a portion of the Services measured by a Type S



or Type R Service Level solely as a result of the failure by another Integrated Supplier with whom it shares such Type S or Type R Service Level; (b) has performed its own obligations (and documented such performance), including as set forth in the Agreement, Service Management Manual and the applicable OLAs; (c) promptly notifies the applicable Integrated Supplier that such failure has resulted or may result in a Service Level Default (assuming the Service Level is a Critical Service Level); (d) to the extent reasonably practicable, provides the Integrated Supplier with reasonable opportunity to correct such failure to perform and thereby avoid the Supplier non-performance; and (e) has otherwise used commercially reasonable efforts to perform a workaround to such Integrated Supplier's failure, or, if not possible, otherwise has made commercially reasonable efforts to cause the Integrated Supplier to perform.

Upon the occurrence of a Shared Accountability Failure Event, the Supplier may escalate the other Integrated Supplier's failure through the governance structure for resolution. Subject to the governance committee's reasonable determination that the Supplier has satisfied the requirements and obligations set forth above, the resolution will include excusing the Supplier's performance related to such failure and may further include other going-forward changes as reasonably determined by VITA including appropriate changes to the Service Management Manual and the applicable OLA.

### 3.0 Severity Levels

This Section sets forth qualitative descriptions of Severity Levels associated with the Services.

Each Incident will be assessed in terms of its Impact upon the business of VITA and Customers and the Urgency with which VITA and Customers require the Incident to be Resolved or a work around to be implemented. The Incident will be assigned a Severity Level based on this assessment. Based on the Severity Level definitions described below, Supplier will make an initial assignment of Severity Level for Incidents as they arise; however, such Severity Level designations are subject to VITA review and approval.

Any change in an Incident should have the impact and urgency re-evaluated. Examples of changes in Severity Level include:

- Number of users affected
- Whether a workaround was established
- Whether a Customer acknowledged Urgency as not as severe

There may be different Service Levels associated with the Resolution of an Incident based on the assigned Severity Level.

#### 3.1 Severity Level 1 – Emergency/Urgent

The Incident has caused a complete and immediate work stoppage affecting a primary business process or a broad group of Users such as an entire agency, department, floor, branch, line of business, or external Customer. If a workaround is achieved that fully restores the business process, the Incident may be (with VITA's approval) reclassified as a Severity 2 Incident.

Examples include:

- Major application Incident (e.g., payroll, call center)
- Severe Incident during critical periods (e.g., month-end processing)
- Security Violation (e.g., denial of service, widespread virus)
- VIP Support

### 3.2 Severity Level 2 – High

A business process is affected in such a way that business functions are severely degraded, multiple Users are impacted or a key Customer is affected. If a work around is achieved that fully restores the business process, the Incident may be (with VITA's approval) reclassified as a Severity 3 Incident, provided that Incidents originally classified as a Severity 1 Incident cannot be reclassified as a Severity 3 or Incident 4 Incident.

Examples include:

- Major application

### 3.3 Severity Level 3 – Medium

A business process is affected in such a way that certain functions are unavailable to Users or a System and/or service is degraded. If a workaround is achieved that fully restores the business process, the Incident may be (with VITA's approval) reclassified as a Severity 4 Incident, provided that Incidents originally classified as a Severity 1 or Severity 2 cannot be reclassified as a Severity 4 Incident.

Examples include:

- Telecommunication (e.g., Blackberry, PBX digital/analog card)
- Workstation (e.g., hardware, software)

### 3.4 Severity Level 4 – Low

An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A work around is available, but does not constitute Resolution for purposes of the Service Level.

Examples include:

- Peripherals (e.g., network printer)

## 4.0 Critical Deliverables

### 4.1 Recurring Deliverables

Certain of the Supplier's obligations under the Agreement involve periodic, recurring performance or delivery of obligations to VITA or other Customers. VITA may, from time to time, identify and designate such obligations as "**Recurring Deliverables**" and allocate amounts which shall be payable by Supplier in the event Supplier fails to timely deliver and obtain VITA's acceptance of such Recurring Deliverable (each a "**Recurring Deliverable Credit**"). **Exhibit 3.1 (Service Level Matrix)** identifies such key Recurring Deliverables and the corresponding Deliverable Credits as of the Effective Date. Imposition of a Recurring Deliverables Credit for failure to meet the Recurring Deliverables obligations will not be subject to Earnback. Under no circumstances will the imposition of the Recurring Deliverables Credit described above or VITA's exercise of any other rights hereunder be construed as VITA's sole or exclusive remedy for any failures described hereunder. Recurring Deliverable Credits will be included on the invoice delivered to VITA within two billing cycles following their occurrence.

After the implementation of any addition or modification the aggregate amount of the Recurring Deliverables Credits will not exceed (irrespective of the month in which the applicable Recurring Deliverables are due) an amount equal to the At Risk Amount applicable to Critical Service Levels under **Exhibit 3.1 (Service Level Matrix)**.

Notwithstanding the allocation of the At Risk Amount to Recurring Deliverable Credits, in no event will the amount of Recurring Deliverable Credits payable for any month, when added to the Service Level Credits payable with respect to all Service Level Defaults for such month exceed, in total, the At-Risk Amount for such month. If the amount of Recurring Deliverable Credits and Service Level Credits for any month exceed the total At-Risk Amount, VITA shall elect which Recurring Deliverable Credits and which Service Level Credits it shall be paid, aggregating up to the At-Risk Amount. Election to not take a Recurring Deliverable Credit pursuant to the foregoing shall not alter the status of any default by Supplier in the timely completion of a Recurring Deliverable.

## 4.2 One-Time Deliverables

Certain of the Supplier's obligations under the Agreement are one-time or periodic obligations to deliver One-Time Deliverables. **Exhibit 3.1 (Service Level Matrix)** sets forth the One-Time Deliverable Credits that will be payable by the Supplier to VITA in the event the Supplier fails to deliver any of the One-Time Deliverables for VITA's Acceptance within the required time period specified in **Exhibit 3.1 (Service Level Matrix)** (each a "**One-Time Deliverable Credit**"). Imposition of One-Time Deliverable Credits for failure to meet the One Time Deliverables obligations will not be subject to or included in the At-Risk Amount. One-Time Deliverable Credits will not be subject to Earnback and will be included on the invoice delivered to VITA within two billing cycles following their occurrence.

## 5.0 Reports

### 5.1 Reporting for Service Levels

- 1) Unless otherwise specified in this **Exhibit 3 (Reporting and Service Level Management)**, each Critical Service Level, Key Measurement, Recurring Deliverable and One-Time Deliverable will be measured and reported on a monthly basis based on a monthly Measurement Window. The format, layout and content of such monthly reports will be subject to VITA's approval. The Supplier will deliver monthly performance reports for a month by the 20th day of the following month. The Supplier will also provide underlying detail (in soft-copy form and supporting all other Reports) such that VITA is able to verify Supplier's performance and compliance with the Critical Service Levels, Key Measurements, Recurring Deliverables and One-Time Deliverables (reporting for any One-Time Deliverable is required until such One Time Deliverable has been received and Accepted by VITA). The monthly reports will describe any failure to meet Critical Service Levels, Key Measurements, Recurring Deliverables, and One Time Deliverables for the month, and any associated Service Level Credit(s) or Deliverable Credit(s).
- 2) In addition to the reports described above, the Supplier will also provide detailed supporting information for each report to VITA in machine-readable form suitable for use on a personal computer. The data and detailed supporting information will include sufficient detail such that VITA is able to reproduce the calculations made by Supplier and validate the results reported in the monthly Service Level performance reports. The methodology used by Supplier to calculate the service level performance will be documented and maintained in accordance with the Service Management Manual. All detailed supporting information will be VITA's Confidential Information, and VITA may access such information online and in real-time, where feasible, at any time during the Term. In addition, the Supplier will provide VITA with direct, unaltered access to review and audit all source data collection related to Service Levels.

- 3) The Supplier will create and maintain detailed procedure documentation of its measurement process used to collect Service Level data and calculate Service Level attainment. The process documentation must include Quality Assurance reviews and verification procedures. The measurement process must be automated to the extent possible, and any manual data collection steps must be clearly documented, verified and auditable. All methods, codes and automated programs must be documented and provided to VITA for validation and approval. The Supplier must ensure it tests and validates the accuracy and currency of the documentation and measurement process on a quarterly basis, or more frequently as VITA may reasonably require.
- 4) Supplier will provide detailed reporting and supporting detail information for exclusions items (i.e., items marked as “**Exclusion**” in **Exhibit 3.2 (Service Level Definitions and Measurement)** or other events or time periods approved to be excluded).
- 5) All reporting requirements of this **Section 5.1 (Reporting for Service Levels)** shall be provided at both the aggregate Services level and individual Customer level, unless otherwise indicated in the Service Management Manual. The purpose of such reporting is to allow Customers to monitor their performance against other Customers and to allow Supplier and VITA to identify issues in delivery between Customers.

## 5.2 Other Reporting

The Supplier’s responsibilities include:

- 1) Providing the Reports listed in **Exhibit 3.4 (Reports Matrix)**.
- 2) During the period of performance of Implementation Services (and thereafter as requested by VITA), reports currently being provided by any prior supplier of the Services will be identified, analyzed and assessed for appropriate use in the new ITISP delivery environment and required reports will be designed and implemented.
- 3) Reporting provided to VITA and the Customers shall include, as approved by VITA:
  - a) Those Reports listed in **Exhibit 3.4 (Reports Matrix)**, retaining the similar content and frequency provided by any prior supplier of the Services, including as noted in **Exhibit 3.4 (Reports Matrix)**.
  - b) Ad hoc reports as requested by VITA, including where practical providing the capability for VITA and the other Customers to request Reports based on standard data provided via the Portal which is further defined in **Exhibit 2 (Statement of Work and Solution)**.
  - c) Where practical, the capability for VITA and the other Customers to request Reports based on standard data provided via the Portal which is further defined in **Exhibit 2 (Statement of Work and Solution)**.
  - d) All Reports that are referenced as requirements in the Agreement.
  - e) Modifications to the format, content, and frequency of any Report as requested by VITA during the Term.
  - f) At a minimum, all Reports via the new Portal.
  - g) Access to statistics for Reports presented via the Portal at the request of VITA.
  - h) Soft copies of Reports as reasonably requested by VITA.
- 4) Report format(s) will be agreed upon by VITA and the Supplier, but if the Parties are unable to mutually agree upon the Report format, then VITA will specify the format based on reasonable standards.

## 5.3 Changes to Reports

VITA may add, change, or delete Reports by providing at least forty-five (45) days prior to the date that such additions, changes or deletions are to become effective, unless VITA reasonably requires such

changes on a more expeditious basis. Added or changed reports will be based on Supplier's ability to generate such reports using Supplier's systems and existing resources.

## **6.0 Customer Satisfaction Surveys**

Supplier will provide itself or cooperate with VITA in the undertaking of Customer experience management programs that use various types of metrics (e.g., descriptive, perception, outcome) to measure, assess, and improve the Customer experience. These programs should be measured over time to identify trends and may include:

- 1) Point of service surveys (e.g., service desk)
- 2) Customer executive meetings or surveys (e.g., agency commissioners or deputy commissioners)
- 3) VITA leadership meetings or surveys
- 4) Customer journey mapping
- 5) Focus groups
- 6) Specific Customer experience improvement efforts or projects
- 7) Other meetings or Customer experience measurement and management programs as may be requested by VITA.

Virginia Information Technologies Agency



**Exhibit 3.1  
Service Level Matrix**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

**Critical Service Level Matrix**

|   |             |
|---|-------------|
| <b>At-Risk Amount</b>                           | <b>12%</b>  |
| <b>Pool Percentage Available for Allocation</b> | <b>250%</b> |

| 1.1    | Performance Category: Availability and Tower-Specific | Comm + mos(1)    | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measurement Window | SLA Type | Share Type | SL Credit Allocation's | % of SL Invoice | WITO Services SLA Superseded   | Minimum Volume for MTO Metric Initiation |
|--------|---|------------------|----------------------------------|---------------------------------|--------------------|----------|------------|------------------------|-----------------|--|--|
|        |   |                  |                                  |                                 |                    |          |            |                        |                 |  |  |
| 1.1.1  | Managed LAN   | 0 <sup>(2)</sup> | 97.00%                           | 95.00%                          | Monthly            | CSL      | U          | 20%                    | 2.400%          | NG-VITA-SLA-DNS-8.31<br>NG-VITA-SLA-DNS-8.32<br>NG-VITA-SLA-DNS-8.33<br>NG-VITA-SLA-DNS-8.34 | 20                                       |
| 1.1.2  | Managed Wireless LAN                                  | 0 <sup>(2)</sup> | 97.00%                           | 95.00%                          | Monthly            | CSL      | U          | 10%                    | 1.200%          | No Wireless SLA's  | 20                                       |
| 1.1.3  | Managed WAN Bronze (Stand Alone, Single Circuit)      | 0 <sup>(2)</sup> | 95.00%                           | 90.00%                          | Monthly            | CSL      | U          | 25%                    | 3.000%          | NG-VITA-SLA-DNS-8.11<br>8.12,8.13,8.14, 8.21, 8.22, 8.23, 8.24                               | 20                                       |
| 1.1.4  | Internet Dedicated                                    | 0 <sup>(2)</sup> | 100.00%                          | 100.00%                         | Monthly            | CSL      | U          | 5%                     | 0.000%          | No NG Internet SLA's   | 1  |
| 1.1.5  | VoIP  | 0 <sup>(2)</sup> | 95.00%                           | 90.00%                          | Monthly            | CSL      | U          | 10%                    | 1.200%          | NG-VITA-SLA-VV-9.11  | 20                                       |
| 1.1.6  | UCaaS   | 0 <sup>(2)</sup> | 97.00%                           | 95.00%                          | Monthly            | CSL      | U          | 5%                     | 0.600%          | NG-VITA-SLA-VV-9.11  | 20                                       |
| 1.1.7  | Secure Gateway  | 0 <sup>(2)</sup> | 97.00%                           | 95.00%                          | Monthly            | CSL      | U          | 10%                    | 1.200%          | no NG SLA's for ERCS   | 20                                       |
| 1.1.8  | DoS Shield  | 0 <sup>(2)</sup> | 99.999%                          | 99.999%                         | Monthly            | CSL      | U          | 1%                     | 0.120%          | no NG SLA  | 1  |
| 1.1.9  | Packet Delivery                                       | 0 <sup>(2)</sup> | 97.00%                           | 97.00%                          | Monthly            | CSL      | U          | 5.0%                   | 0.120%          | NG-VITA-SLA-DNS-8.53   | 20                                       |
| 1.1.10 | Filter  | 0 <sup>(2)</sup> | 98.00%                           | 98.00%                          | Monthly            | CSL      | U          | 2.0%                   | 0.120%          | NG-VITA-SLA-VV-9.21  | 20                                       |
| 1.1.11 | Latency   | 0 <sup>(2)</sup> | 98.00%                           | 98.00%                          | Monthly            | CSL      | U          | 5.0%                   | 0.120%          | NG-VITA-SLA-DNS-8.51   | 20                                       |
| 1.1.12 | Virtual Contact Center                                | 0 <sup>(2)</sup> | 97.00%                           | 95.00%                          | Monthly            | CSL      | U          | 1.5%                   | 0.120%          | no NG SLA  | 20                                       |
|        |   |                  |                                  |                                 |                    |          |            | Checksum ->            | 100%            |  |  |

| 1.2   | Performance Category: Incident and Problem  |   | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measurement Window | SLA Type | Share Type | SL Credit Allocation | % of SL Invoice |                                     |  |
|-------|---|---|----------------------------------|---------------------------------|--------------------|----------|------------|----------------------|-----------------|-------------------------------------|--|
|       |   |   |                                  |                                 |                    |          |            |                      |                 | Allocation of Pool Percentage: 100% |  |
| 1.2.1 | Incident Resolution Time - Sev 1 - (<= 2 hours centralized data centers; 4 hours other) | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 50.00%               | 6.000%          |                                     |  |
| 1.2.2 | Incident Resolution Time - Sev 2 - (<= 4 hours)   | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 21.00%               | 2.520%          |                                     |  |
| 1.2.3 | Incident Resolution Time - Sev 3 - (<= 16 hours)  | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 15.00%               | 1.800%          |                                     |  |
| 1.2.4 | Incident Resolution Time - Sev 4 - (<= 72 hours)  | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 8.00%                | 0.960%          |                                     |  |
| 1.2.5 | Security Incidents - Containment Time   | 0 | 99.90%                           | 99.70%                          | Monthly            | CSL      | R          | 2.00%                | 0.240%          |                                     |  |
| 1.2.6 | Security Incidents - Resolution Time  | 0 | 98.50%                           | 98.50%                          | Monthly            | CSL      | R          | 2.00%                | 0.240%          |                                     |  |
| 1.2.7 | Former Hosts/Case Retention/Recovery Time - to business                                 | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 2.00%                | 0.240%          |                                     |  |
|       |   |   |                                  |                                 |                    |          |            | Checksum ->          | 100.00%         |                                     |  |

| 1.3   | Performance Category: Cross Functional       |   | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measurement Window | SLA Type | Share Type | SL Credit Allocation | % of SL Invoice |                                    |  |
|-------|--|---|----------------------------------|---------------------------------|--------------------|----------|------------|----------------------|-----------------|------------------------------------|--|
|       |  |   |                                  |                                 |                    |          |            |                      |                 | Allocation of Pool Percentage: 50% |  |
| 1.3.1 | Change Management Compliance                 | 0 | 98.00%                           | 96.00%                          | Monthly            | CSL      | R          | 25.00%               | 1.500%          |                                    |  |
| 1.3.2 | Service Request Fulfillment Time - Standard  | 0 | 99.00%                           | 96.00%                          | Monthly            | CSL      | R          | 20.00%               | 1.200%          |                                    |  |
| 1.3.3 | Service Request Fulfillment Time - Expedited | 0 | 96.00%                           | 92.00%                          | Monthly            | CSL      | R          | 20.00%               | 1.200%          |                                    |  |
| 1.3.4 | Service Request Fulfillment Time - Scheduled | 0 | 99.00%                           | 96.00%                          | Monthly            | CSL      | R          | 15.00%               | 0.900%          |                                    |  |
| 1.3.5 | Solution Request Proposal Delivery           | 0 | 99.00%                           | 95.00%                          | Monthly            | CSL      | R          | 5.00%                | 0.300%          |                                    |  |
| 1.3.6 | Solution Request Implementation              | 0 | 95.00%                           | 90.00%                          | Monthly            | CSL      | R          | 5.00%                | 0.300%          |                                    |  |
| 1.3.7 | CMDB Reconciliation Accuracy                 | 0 | 95.00%                           | 90.00%                          | Quarterly          | CSL      | R          | 10.00%               | 0.600%          |                                    |  |
|       |  |   |                                  |                                 |                    |          |            | Checksum ->          | 100.00%         |                                    |  |

**Notes:**

(1) Number of Months after Commencement Date when the Supplier is responsible for Service Level performance.

(2) These metrics will take effect upon completion of MTO on a site by site basis, and only when a minimum number of sites have completed MTO for that metric, which number is located in Column L (Minimum Volume for MTO Metric Initiation). Until such time, the legacy metrics (identified in Column K (WITO Services SLA Superseded)) will be in place. All new metrics will be in place by the 13th month after Commencement Date.

WITO Services Metrics

| source               | metric  | credits                      | credit cap (per Service Type Description)  | target | measurement tool                     | formula   |
|----------------------|---|------------------------------|--|--------|--------------------------------------|---|
| NG-VITA-SLA-DNS-8.11 | Network Availability: large location (>500 ports) WAN                           | \$5750/location/month        | (credit cannot exceed 50% of the bandwidth or port revenue installed and active during the measurement interval for the site)                    | 99.95% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.12 | Network Availability: med location (51-500 ports) WAN                           | \$3450/location/month        | (credit cannot exceed 50% of the bandwidth or port revenue installed and active during the measurement interval for the site)                    | 99.90% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.13 | Network Availability: sm location (<50 ports) WAN                               | \$1150/location/month        | (credit cannot exceed 50% of the bandwidth or port revenue installed and active during the measurement interval for the site)                    | 99.85% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.14 | Network Availability: WAN for mgd router locations                              | \$1230/router/month          | N/A  | 99.85% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.21 | Network Availability: router connectivity for large locations (>500 ports)      | \$1,150 [sic]/location/month | N/A  | 99.95% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.22 | Network Availability: router connectivity for med locations (51-500 ports)      | \$862.50/location/month      | N/A  | 99.95% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.23 | Network Availability: router connectivity for critical sm locations (<50 ports) | \$575/location/month         | (not to exceed 35% of Small locations)   | 99.95% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.24 | Network Availability: router connectivity for sm locations (<50 ports)          | \$287.50/location/month      | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.31 | Network Availability: large location (>500 ports) LAN                           | \$1,150/location/month       | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.32 | Network Availability: med location (51-500 ports) LAN                           | \$862.50/location/month      | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.33 | Network Availability: critical sm location (<50 ports) LAN                      | \$575/location/month         | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.34 | Network Availability: sm location (<50 ports) LAN                               | \$287.50/location/month      | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.41 | Network Availability: VPN Remote End  | \$2,750 per month            | N/A  | 99.70% | VSM                                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-DNS-8.51 | Network Performance: Network Transit Delay                                      | \$5,750 per month            | N/A  | 98.00% | VSM or other tools                   | Elapsed Time - round trip transit delay from ingress and egress across the WAN.   |
| NG-VITA-SLA-DNS-8.52 | Network Performance: Packet Delivery Rate                                       | \$5,750 per month            | N/A  | 97.00% | SNMP based monitoring or other tools | Rate of successful packet transmission  |
| NG-VITA-SLA-VV-9.11  | Voice Telecom Availability: VOIP  | \$1750/location/month        | credit cannot exceed 50% of the VoIP revenue installed and active during the measurement interval for the site.)                                 | 99.90% | VSM and other tools                  | Availability (%) = 100% - Unavailability (%) Where unavailability is defined as: (Σ Outage Duration x 100%) ÷ (Schedule Time - Planned Outage)  |
| NG-VITA-SLA-VV-9.21  | IP Voice Telecom Performance: Jitter  | \$5,750 per month            | credit cannot exceed 50% of the VoIP revenue generated by the impacted router installed and active during the measurement interval for the site) | 98.00% | VSM and other tools                  | Variation in timing, or time of arrival, of received packets. (Penalty credit cannot exceed 50% of the VoIP revenue generated by the impacted router installed and active during the measurement interval for the site) |



### Key Measurement Matrix

| Ref   | Performance Categories                                       | Comm + mos <sup>(1)</sup> | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measure-ment Window | SLA Type | Share Type |
|-------|--|---------------------------|----------------------------------|---------------------------------|---------------------|----------|------------|
| 2.1   | <b>Availability and Tower-Specific</b>                       |                           | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measure-ment Window | SLA Type | Share Type |
| 2.1.1 | Private IP Port and Access                                   | 0                         | 95.00%                           | 90.00%                          | Monthly             | KM       | U          |
| 2.1.2 | Private IP - Redundant                                       | 0                         | 97.00%                           | 95.00%                          | Monthly             | KM       | U          |
| 2.1.3 | Managed WAN Silver (Stand Alone, Dual Circuits)              | 0                         | 97.00%                           | 95.00%                          | Monthly             | KM       | U          |
| 2.1.4 | Managed WAN Gold (HA, Dual Circuits)                         | 0                         | 97.00%                           | 95.00%                          | Monthly             | KM       | U          |
| 2.1.5 | DDI  | 0                         | 99.90%                           | 97.00%                          | Monthly             | KM       | U          |
| 2.1.6 | Secure Cloud Interconnect                                    | 0                         | 95.00%                           | 90.00%                          | Monthly             | KM       | U          |
| 2.1.7 | MOS/Call Quality   | 0                         | 98.00%                           | 98.00%                          | Monthly             | KM       | U          |
| 2.1.8 | IPCC   | 0                         | 97.00%                           | 95.00%                          | Monthly             | KM       | U          |
| 2.2   | <b>Incident and Problem</b>                                  |                           | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measure-ment Window | SLA Type | Share Type |
| 2.2.1 | Re-open Tickets  | 0                         | 0.00%                            | 3.00%                           | Monthly             | KM       | R          |
| 2.2.2 | Incidents Open greater than 30 days                          | 0                         | 0.00%                            | 3.00%                           | Monthly             | KM       | R          |
| 2.3   | <b>Cross Functional</b>                                      |                           | Expected Aggregate Service Level | Minimum Aggregate Service Level | Measure-ment Window | SLA Type | Share Type |
| 2.3.1 | Invoice Dispute - Response to Customer Inquiries (<=15 days) | 0                         | 96.50%                           | 93.00%                          | Quarterly           | KM       | R          |
| 2.3.2 | Solution Request - Initial Assessment Timeliness (<=5 days)  | 0                         | 95.00%                           | 90.00%                          | Monthly             | KM       | R          |
| 2.3.3 | On-time Report Delivery                                      | 0                         | 98.00%                           | 95.00%                          | Monthly             | KM       | R          |
| 2.3.4 | Security and Vulnerability Patching                          | 0                         | 99.50%                           | 99.00%                          | Monthly             | KM       | S          |
| 2.3.5 | Corrective Action Plan for Identified Security Issues        | 0                         | 98.00%                           | 95.00%                          | Monthly             | KM       | R          |
| 2.3.6 | Service Requests Open over 20 days past due                  | 0                         | 0.00%                            | 0.50%                           | Monthly             | KM       | R          |
| 2.3.7 | Projects delivered on time and within budget                 | 0                         | 95.00%                           | 90.00%                          | Monthly             | KM       | R          |
| 2.3.8 | Devices reporting via electronic management tool             | 0                         | 99.50%                           | 99.00%                          | Monthly             | KM       | R          |

**Notes:**

(1) Number of Months after Commencement Date when the Supplier is responsible for Service Level performance.

## Critical Deliverables

|  |
|--|
| <p>These Critical Deliverables will be assigned credit amounts, which may be either weekly or monthly.</p> <p>- One-Time Deliverables: based on Supplier's Implementation Plan.</p> <p>- Recurring Deliverables: in accordance with Section 4.1 of <b>Exhibit 3 (Reporting and Service Level Management)</b>, the sum of all Recurring Deliverable Credits will not exceed the At Risk Amount.</p> |
|--|

| Exhibit 3.3 Section Reference | Deliverable Title  | Final Due Date  | Deliverable Credit | Frequency Credit Applies |
|-------------------------------|--|---|--------------------|--------------------------|
| <b>Recurring Deliverables</b> |  |   |                    |                          |
| 2.1                           | Service Improvement Plan   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.2                           | Annual Technology Plan   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.3                           | Annual Refresh and Currency Plan   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.4                           | Annual Integrated Disaster Recovery Test Plan  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.5                           | Integrated Capacity Plan   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.6                           | Annual Security Plan   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.7                           | Service Management Manual Currency - Quarterly Report                                  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.8                           | Customer Satisfaction Measures - Results Report  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.9                           | CMDB Reconciliation  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.10                          | Service Catalog Accuracy Assessment  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.11                          | Service Management Process Maturity Assessment and Plan                                | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.12                          | Single Process Compliance Assessment   | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.13                          | Service Management Systems Implementation, Improvements Register, and Release Schedule | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.14                          | Operating Level Agreements Improvements Register and Release Schedule                  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| 2.15                          | Training Plan  | In accordance with <b>Exhibit 3.3 (Critical Deliverables)</b>       | 0.8%               | Monthly                  |
| <b>One-Time Deliverables</b>  |  |   |                    |                          |
| 3.1                           | Services Detailed Implementation Plan  | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.2                           | Services Implementation Readiness Plan   | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.3.1                         | Service Management Manual - Initial Draft  | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.3.2                         | Service Management Manual - Final Document   | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.4                           | Service Performance and Reporting  | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.5                           | Initial Security Plan  | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.6                           | Initial Technology Plan  | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.7                           | Complete Asset Inventory and CMDB Data Population                                      | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.8                           | Service Catalog Request and Fulfillment Implementation                                 | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |
| 3.9                           | Service Management Systems Integration   | In accordance with <b>Exhibit 2.4.1 (Implementation Milestones)</b> | \$10,000           | Weekly                   |

Deliverable Credits shown as a percentage are a percentage of the SL Invoice Amount

Virginia Information Technologies Agency



**Exhibit 3.2**  
**Service Level Definitions and Measurement**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

**Table of Contents**

1.0 Critical Service Levels ..... 4

    1.1 Performance Category: Availability and Tower-Specific ..... 4

        1.1.1 Managed LAN Availability..... 4

        1.1.2 Managed Wireless LAN Availability..... 7

        1.1.3 Managed WAN Bronze Availability ..... 8

        1.1.4 Internet Dedicated Availability..... 11

        1.1.5 VoIP Availability ..... 13

        1.1.6 UCCaaS Availability..... 15

        1.1.7 Secure Gateway Availability ..... 16

        1.1.8 DDoS Shield Availability..... 18

        1.1.9 Packet Delivery ..... 20

        1.1.10 Jitter..... 21

        1.1.11 Latency ..... 23

        1.1.12 Virtual Contact Center Availability ..... 25

    1.2 Performance Category: Incident and Problem..... 28

        1.2.1 Incident Resolution Time – Sev 1 ..... 28

        1.2.2 Incident Resolution Time – Sev 2 ..... 30

        1.2.3 Incident Resolution Time – Sev 3 ..... 31

        1.2.4 Incident Resolution Time – Sev 4 ..... 33

        1.2.5 Security Incidents – Containment Time ..... 35

        1.2.6 Security Incidents – Resolution Time ..... 36

        1.2.7 Formal Root Cause Analysis Delivery ..... 37

    1.3 Performance Category: Cross Functional..... 39

        1.3.1 Change Management Compliance ..... 39

        1.3.2 Service Request Fulfillment Time – Standard..... 40

        1.3.3 Service Request Resolution Time – Expedited ..... 42

        1.3.4 Service Request Resolution Time – Scheduled..... 44

        1.3.5 Solution Request Proposal Delivery ..... 46

        1.3.6 Solution Request Implementation ..... 48

        1.3.7 CMDB Reconciliation Accuracy..... 50

2.0 Key Measurements..... 52

    2.1 Performance Category: Availability and Tower-Specific ..... 52

---

|       |  |    |
|-------|--|----|
| 2.1.1 | Private IP Port and Access Availability .....                      | 52 |
| 2.1.2 | Private IP – Redundant Availability .....                          | 54 |
| 2.1.3 | Managed WAN Silver Availability (Stand Alone, Dual Circuits) ..... | 56 |
| 2.1.4 | Managed WAN Gold Availability (HA, Dual Circuits) .....            | 58 |
| 2.1.5 | DDI Services Availability .....                                    | 59 |
| 2.1.6 | Secure Cloud Interconnect Availability .....                       | 62 |
| 2.1.7 | MOS/Call Quality .....   | 63 |
| 2.1.8 | IPCC Availability .....  | 65 |
| 2.2   | Performance Category: Incident and Problem .....                   | 68 |
| 2.2.1 | Re-open Tickets .....  | 68 |
| 2.2.2 | Incidents Open Greater than 30 Days .....                          | 69 |
| 2.3   | Performance Category: Cross Functional .....                       | 71 |
| 2.3.1 | Invoice Dispute – Response to Customer Inquiries .....             | 71 |
| 2.3.2 | Solution Request – Initial Assessment Timeliness .....             | 72 |
| 2.3.3 | On-time Report Delivery .....                                      | 74 |
| 2.3.4 | Security and Vulnerability Patching .....                          | 76 |
| 2.3.5 | Corrective Action Plan for Identified Security Issues .....        | 77 |
| 2.3.6 | Service Requests Open over 20 days past due .....                  | 78 |
| 2.3.7 | Projects delivered on time and within budget .....                 | 80 |
| 2.3.8 | Devices reporting via electronic management tool .....             | 81 |

## 1.0 Critical Service Levels

This Section sets forth qualitative descriptions of the Critical Service Levels.

### 1.1 Performance Category: Availability and Tower-Specific

#### 1.1.1 Managed LAN Availability

| SERVICE LEVEL NAME                     |   | EXHIBIT 3.1 SECTION REFERENCE |
|--|---|-------------------------------|
| Managed LAN Availability               |   | 1.1.1                         |
| SERVICE LEVEL TYPE                     | Critical Service Level CSL  |                               |
| CURRENTLY MEASURED                     | N/A   |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U   |                               |
| METRIC DESCRIPTION                     | Availability of all LAN Equipment with Supplier-provided Managed LAN Service.   |                               |
| METRIC INCLUSIONS and DATA SOURCES     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.   |                               |
| METRIC EXCLUSIONS                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Window.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |
| HOURS OF MEASUREMENT                   | 24 (except as otherwise maintained in the SMM)  |                               |
| DAYS OF MEASUREMENT                    | 365 (366)   |                               |

|   |   |
|---|---|
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1   |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1   |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Equipment Availability is calculated as follows:</p> <p>Individual Equipment Availability is calculated as the amount of Actual Uptime of each individual switch divided by the Scheduled Uptime for that switch with the result expressed as a percentage to two (2) decimal points.</p> <p>Switches will be considered “Successful” if they meet or exceed their Availability requirement during the Measurement Window.</p> <ul style="list-style-type: none"> <li>• LAN Workgroup Switches and Core Switches (without engineered High Availability) have a target of 99.5%.</li> <li>• Core Switches (engineered with High Availability) have a target of 99.95% Availability</li> </ul> <p>The calculation of Total Successful Switches is the sum of Successful LAN Workgroup Switches and Successful LAN Core Switches.</p> <p>The calculation of Total Switches is the sum of those LAN Workgroup Switches and LAN Core Switches in the Managed Environment.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p>Managed LAN Availability Service Level is calculated as the total number of Successful Switches for which Supplier successfully meets or exceeds the Availability requirement during the Measurement Window, divided by the Total Switches during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system   |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific   |

|                         |   |
|-------------------------|---|
| <b>METRIC REPORTING</b> | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |
|-------------------------|---|



**1.1.2 Managed Wireless LAN Availability**

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |
|---|---|----------------------------------|
| Managed Wireless LAN Availability         |   | 1.1.2                            |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL  |                                  |
| CURRENTLY MEASURED                        | N/A   |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | U   |                                  |
| METRIC DESCRIPTION                        | Availability of all WLAN Controllers with Supplier-provided Managed WLAN Service.   |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.   |                                  |
| METRIC EXCLUSIONS                         | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> <li>• Virtual Controllers with Aruba IAP Management, Lightweight Access Points, Aruba Instant Access Points.</li> </ul> |                                  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)  |                                  |
| DAYS OF MEASUREMENT                       | 365 (366)   |                                  |
| MINIMUM AGGREGATE<br>SERVICE LEVEL        | Maintained in Exhibit 3.1   |                                  |
| EXPECTED AGGREGATE<br>SERVICE LEVEL       | Maintained in Exhibit 3.1   |                                  |

|                                    |  |
|------------------------------------|--|
| <b>ALGORITHMS</b>                  | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Equipment Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Equipment Availability is calculated as the amount of Actual Uptime of each individual Wireless LAN Controller (and High Availability Controller pairs) divided by the Scheduled Uptime for such Controllers and HA Controller pairs with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">Controllers and HA Controller pairs will be considered “Successful” if they meet or exceed their Availability requirement of 99.95% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">Managed Wireless LAN Availability Service Level is calculated as the total number of Successful Controllers and HA Controller pairs for which Supplier successfully meets or exceeds the Availability requirement during the Measurement Window, divided by the Total Controllers and HA Controller pairs during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>             | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.1.3 Managed WAN Bronze Availability**

| SERVICE LEVEL NAME   | EXHIBIT 3.1 SECTION REFERENCE |  |
|--|-------------------------------|--|
| Managed WAN Bronze Availability (Stand Alone Device, Single Circuit) | 1.1.3                         |  |

|   |   |  |  |
|---|---|--|--|
|   |   |  |  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |  |  |
| <b>CURRENTLY MEASURED</b>                     | N/A   |  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U   |  |  |
| <b>METRIC DESCRIPTION</b>                     | Availability of all Managed WAN Equipment and associated Private IP Ports and Access Services. This metric measures the Availability of a Managed WAN Site with a single circuit and no backup.   |  |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.</p> <p>A Managed WAN Bronze Service comprises Managed WAN Service, Router Equipment, Private IP Port, and Access Service, together serving a single Site.</p>  |  |  |
| <b>METRIC EXCLUSIONS</b>                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Dual Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |  |  |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)  |  |  |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)   |  |  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>        | Maintained in Exhibit 3.1   |  |  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b>       | Maintained in Exhibit 3.1   |  |  |

|                                  |   |
|----------------------------------|---|
| <p><b>ALGORITHMS</b></p>         | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Site Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Site Availability is calculated as the amount of Actual Uptime of each individual Managed WAN Bronze Site divided by the Scheduled Uptime for that Site with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">Sites will be considered “Successful” if they meet or exceed their Availability requirement of 99.2%* during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">Managed WAN Bronze Site Service Level is calculated as the total number of Sites for which Supplier successfully meets or exceeds the target of 99.2%* Actual Uptime during the Measurement Window, divided by the total Managed WAN Bronze Sites during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> <p><u><i>*Note regarding baselining of individual Site Availability target for Managed WAN Bronze Sites.</i></u></p> <p style="padding-left: 40px;">Beginning as of seven (7) months after the Commencement Date (CD+7) and consecutively for six (6) months through the twelfth month (CD+12), each month Supplier will measure the Managed WAN Bronze Service Availability of each of the Sites then in scope for this Service Level for purposes of establishing a new individual Site Availability pass/fail threshold. Following completion of this 6-month measurement, the Managed WAN Bronze Service Availability pass/fail threshold will be adjusted to the higher of (a) the twentieth percentile of monthly performance of all such Managed WAN Bronze Sites during the 6-month measurement period (such that 80% of the Sites would have passed and 20% would have failed) or (b) 99.2%. The new pass/fail threshold will be subject to approval by VITA.</p> |
| <p><b>COLLECTION PROCESS</b></p> | <p>Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).</p>   |
| <p><b>REPORTING TOOLS</b></p>    | <p>Supplier’s incident ticket system (electronically bonded to MSI’s SMS).</p>  |

|                                    |   |
|------------------------------------|---|
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s incident ticket system   |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |

**1.1.4 Internet Dedicated Availability**

| SERVICE LEVEL NAME                            |   | EXHIBIT 3.1 SECTION REFERENCE |
|---|---|-------------------------------|
| Internet Dedicated Service Availability       |   | 1.1.4                         |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |                               |
| <b>CURRENTLY MEASURED</b>                     | N/A   |                               |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U   |                               |
| <b>METRIC DESCRIPTION</b>                     | Supplier's Internet Dedicated (IDed) Service Availability SLA provides that the Supplier’s Internet will be available 100% of the time including Supplier-provided port and access.   |                               |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant services, a Severity 1 Incident applies when both service elements are unavailable.</p> <p>Internet Dedicated Service (IDed) comprises Supplier-provided dedicated internet network Port and associated access circuit.</p>   |                               |
| <b>METRIC EXCLUSIONS</b>                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |

|   |   |
|---|---|
| <b>HOURS OF MEASUREMENT</b>             | 24 (except as otherwise maintained in the SMM)  |
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)   |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1   |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1   |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual IDed service Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Internal Dedicated is calculated as the amount of Actual Uptime of each individual IDed service divided by the Scheduled Uptime for that service with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">Internet Dedicated Services will be considered “Successful” if they meet or exceed their Availability requirement of 100% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">Internet Dedicated Service Level is calculated as the total number of IDed services which Supplier successfully meets or exceeds the target of 100% Actual Uptime during the Measurement Window, divided by the total IDed services during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system   |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific   |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

1.1.5 VoIP Availability

| SERVICE LEVEL NAME                     |  | EXHIBIT 3.1 SECTION REFERENCE |
|--|--|-------------------------------|
| VoIP Availability                      |  | 1.1.5                         |
| SERVICE LEVEL TYPE                     | Critical Service Level CSL   |                               |
| CURRENTLY MEASURED                     | N/A  |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U  |                               |
| METRIC DESCRIPTION                     | Availability of the Supplier network to process VOIP calls to all Sites.   |                               |
| METRIC INCLUSIONS and DATA SOURCES     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier's monitoring tools and ends when the Incident is Resolved. Data source is Supplier's trouble ticket. For dual redundant services, a Severity 1 Incident applies when both service elements are unavailable.   |                               |
| METRIC EXCLUSIONS                      | <ul style="list-style-type: none"> <li>• Supplier's planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> <li>• Fax transmission</li> </ul> |                               |
| HOURS OF MEASUREMENT                   | 24 (except as otherwise maintained in the SMM)   |                               |
| DAYS OF MEASUREMENT                    | 365 (366)  |                               |
| MINIMUM AGGREGATE SERVICE LEVEL        | Maintained in Exhibit 3.1  |                               |
| EXPECTED AGGREGATE SERVICE LEVEL       | Maintained in Exhibit 3.1  |                               |

|   |   |
|---|---|
| <p><b>ALGORITHMS</b></p>                  | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Site Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Site Availability is calculated as the amount of Actual Uptime of each individual VOIP Site divided by the Scheduled Uptime for that Site with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">VOIP Sites will be considered “Successful” if they meet or exceed their Availability requirement of 99.9% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">VOIP Service Level is calculated as the total number of VOIP Sites for which Supplier successfully meets or exceeds the target of 99.9% Actual Uptime during the Measurement Window, divided by the total VOIP Sites during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <p><b>COLLECTION PROCESS</b></p>          | <p>Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).</p>   |
| <p><b>REPORTING TOOLS</b></p>             | <p>Supplier’s incident ticket system (electronically bonded to MSI’s SMS).</p>  |
| <p><b>RAW DATA STORAGE (ARCHIVES)</b></p> | <p>Supplier’s incident ticket system</p>  |
| <p><b>PERFORMANCE CATEGORY</b></p>        | <p>Availability and Tower Specific</p>  |
| <p><b>METRIC REPORTING</b></p>            | <p><input checked="" type="checkbox"/> Monthly<br/> <input type="checkbox"/> Quarterly<br/> <input type="checkbox"/> Semi Annual</p>  |



**1.1.6 UCCaaS Availability**

| SERVICE LEVEL NAME                     |   | EXHIBIT 3.1 SECTION REFERENCE |
|--|---|-------------------------------|
| UCCaaS Availability                    |   | 1.1.6                         |
| SERVICE LEVEL TYPE                     | Critical Service Level CSL  |                               |
| CURRENTLY MEASURED                     | N/A   |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U   |                               |
| METRIC DESCRIPTION                     | Availability of all UCCaaS Services to all Users.   |                               |
| METRIC INCLUSIONS and DATA SOURCES     | <p>UCCaaS User Service is considered Available when all applications are accessible to the User. User Service is considered unavailable when one or more applications are inaccessible to the User.</p> <p>Period of an Outage begins when an Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.</p> <p>UCCaaS User Service is a combination of applications (e.g. call control, voice mail) made available for one User.</p>   |                               |
| METRIC EXCLUSIONS                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Loss of access to the UCCaaS application due to a Supplier network outage already covered by a Managed WAN SLA.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |
| HOURS OF MEASUREMENT                   | 24 (except as otherwise maintained in the SMM)  |                               |
| DAYS OF MEASUREMENT                    | 365 (366)   |                               |
| MINIMUM AGGREGATE SERVICE LEVEL        | Maintained in Exhibit 3.1   |                               |

|   |  |
|---|--|
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual UCCaaS User Service Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual UCCaaS User Service Availability is calculated as the amount of Actual Uptime of each individual UCCaaS User divided by the Scheduled Uptime for that User with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">UCCaaS User will be considered “Successful” if they meet or exceed their Availability requirement of 100%* during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">UCCaaS Service Availability is calculated as the total number of UCCaaS Users for which Supplier successfully meets or exceeds the target of 100% Actual Uptime during the Measurement Window, divided by the total UCCaaS Users during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Supplier’s incident ticket system collects trouble tickets for in-scope Severity 1 incidents   |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to VITA’s incident ticket system)   |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.1.7 Secure Gateway Availability**

| SERVICE LEVEL NAME          | EXHIBIT 3.1 SECTION REFERENCE |  |
|-----------------------------|-------------------------------|--|
| Secure Gateway Availability | 1.1.7                         |  |
| <b>SERVICE LEVEL TYPE</b>   | Critical Service Level CSL    |  |
| <b>CURRENTLY MEASURED</b>   | N/A                           |  |

|   |  |
|---|--|
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U  |
| <b>METRIC DESCRIPTION</b>                     | Availability of Secure Gateway Service consisting of dual Universal Ports.   |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.  |
| <b>METRIC EXCLUSIONS</b>                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Window.</li> <li>• Managed WAN Router, which is covered under a separate CSL or Key Measurement.</li> <li>• Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows: <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> <li>• Outages associated with an outage or failure of a non-Supplier provided Internet connectivity</li> </ul> |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>        | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                             | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Secure Gateway Service Availability is calculated as follows:</p> <p style="text-align: right;">Individual Secure Gateway Service Availability is calculated</p>   |

|                                    |  |
|------------------------------------|--|
|                                    | <p>as the amount of Actual Uptime of each individual Secure Gateway service divided by the Scheduled Uptime for that service with the result expressed as a percentage to two (2) decimal points.</p> <p>Secure Gateway services will be considered “Successful” if they meet or exceed their Availability requirement of 100%* during the Measurement Window. The Secure Gateway Service is considered available as long as one or both Ports are able to transmit data without degradation in any material respect.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p>Secure Gateway Service Availability is calculated as the total number of Secure Gateway services for which Supplier successfully meets or exceeds the target of 100% Actual Uptime during the Measurement Window, divided by the total Secure Gateway services during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>             | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.1.8 DDoS Shield Availability**

| SERVICE LEVEL NAME                     |                            | EXHIBIT 3.1 SECTION REFERENCE |
|--|----------------------------|-------------------------------|
| DDoS Shield Availability               |                            | 1.1.8                         |
| SERVICE LEVEL TYPE                     | Critical Service Level CSL |                               |
| CURRENTLY MEASURED                     | N/A                        |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U                          |                               |

|   |  |
|---|--|
| <b>METRIC DESCRIPTION</b>                 | Availability of DDoS Shield mitigation services.   |
| <b>METRIC INCLUSIONS and DATA SOURCES</b> | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.  |
| <b>METRIC EXCLUSIONS</b>                  | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Window.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |
| <b>HOURS OF MEASUREMENT</b>               | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>                | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>    | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b>   | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                         | DDoS Shield Availability is calculated as the total seconds of Actual Uptime for the DDOS Shield service in the Measurement Window, divided by the total Scheduled Uptime seconds of the DDOS Service during the same Measurement Window with the result expressed as a percentage truncated to three (3) decimal points.  |
| <b>COLLECTION PROCESS</b>                 | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>                    | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>        | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>               | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                   | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.1.9 Packet Delivery**

| SERVICE LEVEL NAME                        |  | EXHIBIT 3.1<br>SECTION REFERENCE |
|---|--|----------------------------------|
| Packet Delivery                           |  | 1.1.9                            |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL   |                                  |
| CURRENTLY MEASURED                        | N/A  |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | U  |                                  |
| METRIC DESCRIPTION                        | <p>Rate of successful packet transmission per Private IP circuit, measured monthly.</p> <p>Packet Delivery Rate (PDR) is determined by using 64-byte packets for measuring the number of packets that are successfully delivered divided by the total number of packets sent within the specified traffic priority class during a calendar month.</p>  |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>Private IP network</p> <p>Supplier’s Network Management Platform</p>  |                                  |
| METRIC EXCLUSIONS                         | <ul style="list-style-type: none"> <li>• Packets that are not delivered due in whole or in part to factors unrelated to Supplier’s PIP/PIPL2 Network</li> <li>• Packets dropped at infrastructure ingress or egress due to improper Customer Port speed specifications of Customer Port speeds (e.g. Customer traffic oversubscribed at a given Site)</li> <li>• All Customer data traffic that is marked by Customer using IP Precedence/DSCP settings not supported by the Supplier PIP Network (i.e. not conforming to MPLS industry standards).</li> </ul> |                                  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)   |                                  |
| DAYS OF MEASUREMENT                       | 365 (366)  |                                  |
| MINIMUM AGGREGATE<br>SERVICE LEVEL        | Maintained in Exhibit 3.1  |                                  |
| EXPECTED AGGREGATE<br>SERVICE LEVEL       | Maintained in Exhibit 3.1  |                                  |
| ALGORITHMS                                | <p>This Service Level metric is calculated in two steps.</p> <p>First, Packet Delivery is calculated as follows:</p> <p>Individual circuit PDR success rate is calculated as the number of Packets Delivered successfully on each individual qualifying circuit divided by the total Packets Offered on the same circuit with the result expressed as a percentage to</p>  |                                  |

|                                    |  |
|------------------------------------|--|
|                                    | <p>two (2) decimal points.</p> <p>PDR for a circuit will be considered “Successful” if it meets or exceeds the target of 99.5% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p>Packet Delivery Service Level is calculated as the total number of qualifying circuits for which Supplier successfully meets or exceeds the target of 99.5% Packet Delivery Rate during the Measurement Window, divided by the total number of qualifying circuits during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | Designated response paths will be defined between designated router pairs. Statistics gathered using a Simple Network Management Protocol (SNMP) based monitoring tool. Routers will be polled for performance data at regular intervals. Results will be compiled into daily/weekly/monthly reports. SLA compliance is based on results averaged over a thirty day period.  |
| <b>REPORTING TOOLS</b>             | Supplier’s Network Management Platform   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s Network Management Platform   |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.1.10 Jitter**

| SERVICE LEVEL NAME                            |   | EXHIBIT 3.1 SECTION REFERENCE |
|---|---|-------------------------------|
| Jitter  |   | 1.1.10                        |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |                               |
| <b>CURRENTLY MEASURED</b>                     | N/A   |                               |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U   |                               |
| <b>METRIC DESCRIPTION</b>                     | Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization and |                               |

|   |  |
|---|--|
|   | <p>varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality.</p>   |
| <b>METRIC INCLUSIONS and DATA SOURCES</b> | <p>Jitter SLA applies to EF COS traffic only<br/>Data Source is Supplier’s Network Management Platform</p>   |
| <b>METRIC EXCLUSIONS</b>                  | <ul style="list-style-type: none"> <li>• All Customer data traffic that is marked EF by Customer and is not compliant with the subscribed EF Real Time CAR or any other data traffic that is not compliant with the applicable subscribed CAR.</li> <li>• All Customer data traffic that is marked by Customer using IP Precedence/DSCP settings not supported by the Verizon Private IP Network.</li> <li>• Jitter Service Level Standard is not applicable to Private IP Layer 2 services</li> </ul>   |
| <b>HOURS OF MEASUREMENT</b>               | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>                | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>    | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b>   | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                         | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual successful qualifying circuits are calculated as follows for each qualifying circuit:</p> <p>The calculation for Jitter (Ji) for two consecutive packets i and i+1 is as follows: <math>Jitter (J_i) = \Delta T_i - \Delta T_i'</math></p> <p>Where:</p> <p style="padding-left: 40px;"><math>T_i</math> = time 1st byte of packet i is received by the source Port (ingress time)</p> <p style="padding-left: 40px;"><math>T_{i+1}</math> = time 1st byte of packet i+1 is received by the source Port (ingress time)</p> <p style="padding-left: 40px;"><math>T_i'</math> = time 1st byte of packet i is received at the destination Port (egress time)</p> <p style="padding-left: 40px;"><math>T_{i+1}'</math> = time 1st byte of packet i+1 is received at the destination Port (egress time)</p> <p>And:</p> |



|                                    |   |
|------------------------------------|---|
|                                    | <p><math>\Delta T_i = T_{i+1} - T_i</math> (<math>\Delta T_i</math> is the time interval between packets at ingress)</p> <p><math>\Delta T'_i = T_{i+1}' - T'_i</math> (<math>\Delta T'_i</math> is the time interval between packets at egress)</p> <p>The Average Jitter (J-avg) is calculated as follows:</p> <p>Average Jitter (J-avg) = <math>\sum   J_i   / (N-1)</math></p> <p>Where:</p> <p>N is the number of sample packets over 30 day period</p> <p>A qualifying circuit is considered successful if it meets or falls below the target 10ms average jitter value.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p>Jitter Service Level is calculated as the total number of qualifying circuits for which Supplier successfully meets or falls below the target of 10ms average jitter value during the Measurement Window, divided by the total number of qualifying circuits during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | <p>Cisco IOS IP SLAs is an embedded feature set in Cisco IOS software that supports analysis of IP service levels for IP applications and services. The IP SLAs UDP jitter operation was primarily designed to diagnose network suitability for real-time traffic applications such as voice over IP (VoIP), video over IP, or real-time conferencing.</p> <p>Designated response paths will be defined between designated router pairs. Statistics gathered using a Simple Network Management Protocol (SNMP) based monitoring tool. Routers will be polled for performance data at regular intervals. Results will be compiled into daily/weekly/monthly reports.</p>   |
| <b>REPORTING TOOLS</b>             | Supplier's Network Management platform  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier's Network Management platform  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**1.1.11 Latency**

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |
|---|---|----------------------------------|
| Latency                                   |   | 1.1.11                           |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL  |                                  |
| CURRENTLY MEASURED                        | N/A   |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | U   |                                  |
| METRIC DESCRIPTION                        | Elapsed Time – round trip Network Transit Delay from ingress and egress across the Private IP WAN.  |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | Private IP Network<br>Supplier’s Network Management Platform  |                                  |
| METRIC EXCLUSIONS                         | <ul style="list-style-type: none"> <li>Insufficient Customer-elected Service capacity, for example, bandwidth is saturated (circuits which experience an average peak busy hour utilization of 70% or more).</li> </ul>   |                                  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)  |                                  |
| DAYS OF MEASUREMENT                       | 365 (366)   |                                  |
| MINIMUM AGGREGATE<br>SERVICE LEVEL        | Maintained in Exhibit 3.1   |                                  |
| EXPECTED AGGREGATE<br>SERVICE LEVEL       | Maintained in Exhibit 3.1   |                                  |
| ALGORITHMS                                | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual successful qualifying circuits are calculated as follows for each qualifying circuit:</p> <p>Calculation for Network Transit Delay:</p> $NTD = t2-t1$ <p>Where:</p> <p>t1 is the time when a packet leaves the ingress premise,<br/>and</p> <p>t2 is the times when the packet arrives at the egress premise</p> <p>Supplier NTD objective is 80MS round trip measured monthly. SLA compliance is based on results averaged over a thirty day period</p> <p>A qualifying circuit is considered successful if it meets or falls below the NTD object of 80ms round trip measured monthly (over the 30-</p> |                                  |

|                                    |   |
|------------------------------------|---|
|                                    | <p>day period).</p> <p>Second, the Service Level performance is calculated as follows:</p> <p>Latency Service Level is calculated as the total number of qualifying circuits for which Supplier successfully meets or falls below the target of 80ms round trip latency value during the Measurement Window, divided by the total number of qualifying circuits during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | <p>Designated response paths will be defined between designated router pairs (CE-CE). Statistics gathered using a Simple Network Management Protocol (SNMP) based monitoring tool. Routers will be polled for performance data at regular intervals (for example every 5 minutes or as set forth in the SMM). Results will be compiled into daily/weekly/monthly reports. SLA compliance is based on results averaged over a thirty day period.</p>                         |
| <b>REPORTING TOOLS</b>             | Supplier’s Network Management Platform  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s Network Management Platform  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**1.1.12 Virtual Contact Center Availability**

| SERVICE LEVEL NAME                            | EXHIBIT 3.1 SECTION REFERENCE   |
|---|---|
| Virtual Contact Center Availability           | 1.1.12  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |
| <b>CURRENTLY MEASURED</b>                     | N/A   |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U   |
| <b>METRIC DESCRIPTION</b>                     | Availability of Virtual Contact Center Service Components, which are those specific Virtual Contact Center features required for contact delivery included in and used by a User with Virtual Contact Center. |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | User Service is considered available when all applications are accessible to the User. User Service is considered unavailable when  |

|  |  |
|--|--|
|  | <p>one or more applications are inaccessible to the User.</p> <p>Period of an Outage begins when an Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.</p> <p>Virtual Contact Center (VCC) Service Components covered by this SLA include:</p> <ul style="list-style-type: none"> <li>• inTouch Reporting</li> <li>• dbConnector</li> <li>• Core system (the ability to deliver a contact) and</li> <li>• Agent station/interface.</li> </ul> <p>Data source is Supplier’s trouble ticketing system.</p> |
| <p><b>METRIC EXCLUSIONS</b></p>                | <p>Any time during which any of the Components could not be used by User(s) to perform their tasks due to the following:</p> <ul style="list-style-type: none"> <li>• User’s equipment, software, facility, databases, or operator error;</li> <li>• An interruption in User’s connection to the Internet;</li> <li>• An interruption in User’s telephony or voice service, local or long distance;</li> <li>• Scheduled Downtime</li> </ul>   |
| <p><b>HOURS OF MEASUREMENT</b></p>             | <p>24 (except as otherwise maintained in the SMM)</p>  |
| <p><b>DAYS OF MEASUREMENT</b></p>              | <ul style="list-style-type: none"> <li>• 365 (366)</li> </ul>  |
| <p><b>MINIMUM AGGREGATE SERVICE LEVEL</b></p>  | <p>Maintained in Exhibit 3.1</p>   |
| <p><b>EXPECTED AGGREGATE SERVICE LEVEL</b></p> | <p>Maintained in Exhibit 3.1</p>   |

|   |  |
|---|--|
| <p><b>ALGORITHMS</b></p>                  | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual VCC User Service Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual VCC User Service Availability is calculated as the amount of Actual Uptime of each individual VCC User divided by the Scheduled Uptime for that User with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">VCC User will be considered “Successful” if they meet or exceed their Availability requirement of 99.99% during the Measurement Window.</p> <p>Where:</p> <ul style="list-style-type: none"> <li>• For purposes of this metric, Scheduled Uptime is normalized to a fixed value of 43,200 minutes.</li> <li>• Downtime is the total minutes during which any of the Components listed above cannot be used by User to perform their tasks.</li> </ul> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">VCC Service Availability is calculated as the total number of VCC Users for which Supplier successfully meets or exceeds the target of 99.99% Actual Uptime during the Measurement Window, divided by the total VCC Users during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <p><b>COLLECTION PROCESS</b></p>          | <p>Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).</p>  |
| <p><b>REPORTING TOOLS</b></p>             | <p>Supplier’s incident ticket system (electronically bonded to MSI’s SMS).</p>   |
| <p><b>RAW DATA STORAGE (ARCHIVES)</b></p> | <p>Supplier’s incident ticket system</p>   |
| <p><b>PERFORMANCE CATEGORY</b></p>        | <p>Availability and Tower Specific</p>   |
| <p><b>METRIC REPORTING</b></p>            | <p><input checked="" type="checkbox"/> Monthly<br/> <input type="checkbox"/> Quarterly<br/> <input type="checkbox"/> Semi Annual</p>   |

## 1.2 Performance Category: Incident and Problem

### 1.2.1 Incident Resolution Time – Sev 1

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |
|---|---|----------------------------------|
| Incident Resolution Time – Sev 1          |   | 1.2.1                            |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL  |                                  |
| CURRENTLY MEASURED                        | Yes   |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | R   |                                  |
| METRIC DESCRIPTION                        | <p>This Service Level measures the percentage of time the Supplier Resolves Severity Level 1 Incidents within the applicable timeframes.</p> <p>If an Incident is escalated to Severity 1, then the Resolution Time measurement restarts upon escalation to Severity 1. The specific process for updating, escalating, canceling, or closing tickets will be established in the SMM.</p>                                    |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>Includes all Severity 1 Incidents.</p> <p>Severity 1 Resolution Timeframe by location is listed below:</p> <ul style="list-style-type: none"> <li>• Within centralized Data Centers: 2 hours</li> <li>• Outside of centralized Data Centers: 4 hours</li> </ul>  |                                  |
| METRIC EXCLUSIONS                         |   |                                  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)  |                                  |
| DAYS OF MEASUREMENT                       | 365 (366)   |                                  |
| MINIMUM SERVICE LEVEL                     | Maintained in Exhibit 3.1   |                                  |
| EXPECTED SERVICE LEVEL                    | Maintained in Exhibit 3.1   |                                  |
| ALGORITHM                                 | <p>The calculation for this Service Level is the total number of Severity 1 Incidents for which the Resolution Time is less than or equal to the relevant Resolution Timeframe, divided by the total number of Resolved Severity 1 Incidents plus the total number of open Incidents that have exceeded the relevant Resolution Timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> |                                  |

|                                    |  |
|------------------------------------|--|
|                                    | <p>(a) If an Incident is opened within the current Measurement Window, but its relevant Resolution Timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Incident is actually Resolved in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</p> <p>(b) If an open Severity 1 Incident is not resolved within double its relevant Resolution Timeframe, then the Supplier will automatically incur a Minimum Service Level Default for this Service Level, which will not be subject to Earnback. For example, if a Severity 1 Incident within a centralized Data Center is required to be Resolved within 2 hours, but it is not resolved for greater than 4 hours, this clause (b) applies.</p> <p>(c) An open Incident that has exceeded the relevant Resolution Time is also carried forward into subsequent Measurement Windows until Resolved; if it is resolved within twenty-eight (28) days following its relevant Resolution Timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the Resolution Timeframes in each subsequent Measurement Window’s calculation until Resolved.</p> |
| <b>COLLECTION PROCESS</b>          | All Incidents are recorded within Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.   |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.2.2 Incident Resolution Time – Sev 2**

| SERVICE LEVEL NAME                        |  | EXHIBIT 3.1<br>SECTION REFERENCE |
|---|--|----------------------------------|
| Incident Resolution Time – Sev 2          |  | 1.2.2                            |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL   |                                  |
| CURRENTLY MEASURED                        | Yes  |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | R  |                                  |
| METRIC DESCRIPTION                        | <p>This Service Level measures the percentage of time the Supplier Resolves Severity Level 2 Incidents within the applicable timeframes.</p> <p>If an Incident is escalated to Severity 2, then the Resolution Time measurement restarts upon escalation to Severity 2. The specific process for updating, escalating, canceling, or closing tickets will be established in the SMM.</p>   |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>Includes all Severity 2 Incidents.</p> <p>Severity 2 Resolution Timeframe by location is listed below:</p> <ul style="list-style-type: none"> <li>• Within centralized Data Centers: 4 hours</li> <li>• Outside of centralized Data Centers: 8 hours</li> </ul>   |                                  |
| METRIC EXCLUSIONS                         |  |                                  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)   |                                  |
| DAYS OF MEASUREMENT                       | 365 (366)  |                                  |
| MINIMUM SERVICE LEVEL                     | Maintained in Exhibit 3.1  |                                  |
| EXPECTED SERVICE LEVEL                    | Maintained in Exhibit 3.1  |                                  |
| ALGORITHM                                 | <p>The calculation for this Service Level is the total number of Severity 2 Incidents for which the Resolution Time is less than or equal to the relevant Resolution Timeframe, divided by the total number of Resolved Severity 2 Incidents plus the total number of open Incidents that have exceeded the relevant Resolution Timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <p>(a) If an Incident is opened within the current Measurement</p> |                                  |



|                                    |   |
|------------------------------------|---|
|                                    | <p>Window, but its relevant Resolution Timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Incident is actually Resolved in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</p> <p>(b) An open Incident that has exceeded the relevant Resolution Time is also carried forward into subsequent Measurement Windows until Resolved; if it is resolved within twenty-eight (28) days following its relevant Resolution Timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the Resolution Timeframes in each subsequent Measurement Window’s calculation until Resolved.</p> |
| <b>COLLECTION PROCESS</b>          | All Incidents are recorded within Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.  |
| <b>REPORTING TOOLS</b>             | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**1.2.3 Incident Resolution Time – Sev 3**

| SERVICE LEVEL NAME                            | EXHIBIT 3.1 SECTION REFERENCE |  |
|---|-------------------------------|--|
| Incident Resolution Time – Sev 3              | 1.2.3                         |  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL    |  |
| <b>CURRENTLY MEASURED</b>                     | Yes                           |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R                             |  |

|  |  |
|--|--|
| <p><b>METRIC DESCRIPTION</b></p>                 | <p>This Service Level measures the percentage of time the Supplier Resolves Severity Level 3 Incidents within the applicable timeframes.</p> <p>If an Incident is escalated to Severity 3, then the Resolution Time measurement restarts upon escalation to Severity 3. The specific process for updating, escalating, canceling, or closing tickets will be established in the SMM.</p>   |
| <p><b>METRIC INCLUSIONS and DATA SOURCES</b></p> | <p>Includes all Severity 3 Incidents.</p> <p>Severity 3 Resolution Time is 16 hours.</p>   |
| <p><b>METRIC EXCLUSIONS</b></p>                  |  |
| <p><b>HOURS OF MEASUREMENT</b></p>               | <p>24 (except as otherwise maintained in the SMM)</p>  |
| <p><b>DAYS OF MEASUREMENT</b></p>                | <p>365 (366)</p>   |
| <p><b>MINIMUM SERVICE LEVEL</b></p>              | <p>Maintained in Exhibit 3.1</p>   |
| <p><b>EXPECTED SERVICE LEVEL</b></p>             | <p>Maintained in Exhibit 3.1</p>   |
| <p><b>ALGORITHM</b></p>                          | <p>The calculation for this Service Level is the total number of Severity 3 Incidents for which the Resolution Time is less than or equal to the relevant Resolution Timeframe, divided by the total number of Resolved Severity 3 Incidents plus the total number of open Incidents that have exceeded the relevant Resolution Timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If an Incident is opened within the current Measurement Window, but its relevant Resolution Timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Incident is actually Resolved in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> <li>(b) An open Incident that has exceeded the relevant Resolution Time is also carried forward into subsequent Measurement Windows until Resolved; if it is resolved within twenty-eight (28) days following its relevant Resolution Timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the Resolution Timeframes in each subsequent Measurement Window’s calculation until Resolved.</li> </ul> |

|                                    |  |
|------------------------------------|--|
| <b>COLLECTION PROCESS</b>          | All Incidents are recorded within Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.2.4 Incident Resolution Time – Sev 4**

| SERVICE LEVEL NAME                            |   | EXHIBIT 3.1 SECTION REFERENCE |
|---|---|-------------------------------|
| Incident Resolution Time – Sev 4              |   | 1.2.4                         |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |                               |
| <b>CURRENTLY MEASURED</b>                     | Yes   |                               |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R   |                               |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of time the Supplier Resolves Severity Level 4 Incidents within the applicable timeframes. |                               |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | Includes all Severity 4 Incidents.<br>Severity 4 Resolution Time is 72 hours or as agreed in writing by VITA or the User.             |                               |
| <b>METRIC EXCLUSIONS</b>                      |   |                               |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)  |                               |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)   |                               |
| <b>MINIMUM SERVICE LEVEL</b>                  | Maintained in Exhibit 3.1   |                               |

|                                    |  |
|------------------------------------|--|
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | <p>The calculation for this Service Level is the total number of Severity 4 Incidents for which the Resolution Time is less than or equal to the relevant Resolution Timeframe, divided by the total number of Resolved Severity 4 Incidents plus the total number of open Incidents that have exceeded the relevant Resolution Timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If an Incident is opened within the current Measurement Window, but its relevant Resolution Timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Incident is actually Resolved in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> <li>(b) An open Incident that has exceeded the relevant Resolution Time is also carried forward into subsequent Measurement Windows until Resolved; if it is resolved within twenty-eight (28) days following its relevant Resolution Timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the Resolution Timeframes in each subsequent Measurement Window’s calculation until Resolved.</li> </ul> |
| <b>COLLECTION PROCESS</b>          | All Incidents are recorded within Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.   |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.2.5 Security Incidents – Containment Time**

| SERVICE LEVEL NAME                        |  | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|--|----------------------------------|--|
| Security Incidents – Containment Time     |  | 1.2.5                            |  |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL   |                                  |  |
| CURRENTLY MEASURED                        | Yes  |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | R  |                                  |  |
| METRIC DESCRIPTION                        | This Service Level measures the percentage of time the Supplier takes to contain Security Incidents within the applicable timeframes.  |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | Includes all Security Incidents.<br>Security Incidents Containment Timeframe is 4 hours or less as set forth in the SMM, or as otherwise agreed in writing by VITA.  |                                  |  |
| METRIC EXCLUSIONS                         |  |                                  |  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)   |                                  |  |
| DAYS OF MEASUREMENT                       | 365 (366)  |                                  |  |
| MINIMUM SERVICE LEVEL                     | Maintained in Exhibit 3.1  |                                  |  |
| EXPECTED SERVICE LEVEL                    | Maintained in Exhibit 3.1  |                                  |  |
| ALGORITHM                                 | The calculation for this Service Level is the total number of Security Incidents within the Containment Timeframe in the Measurement Window, divided by the total number of Security Incidents within the Containment Timeframe plus the total number of Security Incidents that have exceeded the Containment Timeframe in the Measurement Window, with the result expressed as a percentage. |                                  |  |
| COLLECTION PROCESS                        | All security Incidents are recorded by Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities or ISMS automation. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.                                       |                                  |  |
| REPORTING TOOLS                           | Keystone Edge™   |                                  |  |
| RAW DATA STORAGE                          | Keystone Edge™ stores data within an Oracle relational database  |                                  |  |

|                             |   |
|-----------------------------|---|
| <b>(ARCHIVES)</b>           | accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b> | Incident and Problem  |
| <b>METRIC REPORTING</b>     | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |

**1.2.6 Security Incidents – Resolution Time**

| SERVICE LEVEL NAME                                |   | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|---|----------------------------------|--|
| Security Incidents – Resolution Time              |   | 1.2.6                            |  |
| <b>SERVICE LEVEL TYPE</b>                         | Critical Service Level CSL  |                                  |  |
| <b>CURRENTLY MEASURED</b>                         | Yes   |                                  |  |
| <b>SHARE TYPE and<br/>CORRESPONDING METRIC(S)</b> | R   |                                  |  |
| <b>METRIC DESCRIPTION</b>                         | This Service Level measures the percentage of time the Supplier takes to resolve Security Incidents within the applicable timeframes.   |                                  |  |
| <b>METRIC INCLUSIONS and<br/>DATA SOURCES</b>     | Includes all Security Incidents.<br>Security Incidents Resolution Timeframe is 72 hours or less as set forth in the SMM, or as otherwise agreed in writing by VITA.   |                                  |  |
| <b>METRIC EXCLUSIONS</b>                          |   |                                  |  |
| <b>HOURS OF MEASUREMENT</b>                       | 24 (except as otherwise maintained in the SMM)  |                                  |  |
| <b>DAYS OF MEASUREMENT</b>                        | 365 (366)   |                                  |  |
| <b>MINIMUM SERVICE LEVEL</b>                      | Maintained in Exhibit 3.1   |                                  |  |
| <b>EXPECTED SERVICE LEVEL</b>                     | Maintained in Exhibit 3.1   |                                  |  |
| <b>ALGORITHM</b>                                  | The calculation for this Service Level is the total number of Security Incidents within the Resolution Timeframe in the Measurement Window, divided by the total number of Security Incidents within the Resolution Timeframe plus the total number of Security Incidents that have exceeded the Resolution Timeframe in the Measurement Window, with the result expressed as a percentage. |                                  |  |

|                                    |  |
|------------------------------------|--|
| <b>COLLECTION PROCESS</b>          | All security Incidents are recorded by Keystone Edge™ as a result of contacts (any channel) and Events electronically posted to the system via STS entities or ISMS automation. Incident records are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.2.7 Formal Root Cause Analysis Delivery**

| <b>SERVICE LEVEL NAME</b>                     | <b>EXHIBIT 3.1 SECTION REFERENCE</b>  |  |
|---|---|--|
| <b>Formal Root Cause Analysis Delivery</b>    | 1.2.7   |  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |  |
| <b>CURRENTLY MEASURED</b>                     | Yes   |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R   |  |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of time the Supplier delivers a required or requested Root Cause Analysis to the Customer of required quality and within the required timeframe.                               |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | All Root Cause Analysis deliveries are required within 10 Business Days of Severity Level 1 Incident Resolution or VITA- or Customer-request.<br><br>The measurement time ends when the RCA is delivered to the Customer. |  |
| <b>METRIC EXCLUSIONS</b>                      |   |  |

|                               |  |
|-------------------------------|--|
| <b>HOURS OF MEASUREMENT</b>   | Business Hours   |
| <b>DAYS OF MEASUREMENT</b>    | Business Days  |
| <b>MINIMUM SERVICE LEVEL</b>  | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>              | <p>The calculation for this Service Level is the total number of written Root Cause Analyses that are delivered to and Accepted by the Customer within the delivery timeframe, divided by the total number of delivered Root Cause Analyses plus the total number of open Root Cause Analyses that have exceeded the delivery timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Root Cause Analysis is initiated within the current Measurement Window, but its relevant delivery timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such RCA is actually delivered in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation)</li> <li>(b) An open RCA that has exceeded the relevant delivery timeframe is also carried forward into subsequent Measurement Windows until delivered; if it is delivered within twenty-eight (28) days following its relevant delivery timeframe, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the delivery timeframes in each subsequent Measurement Window’s calculation until delivered.</li> </ul> |
| <b>COLLECTION PROCESS</b>     | <p>All issues designated as problems (e.g. Events or Incidents promoted to the status of problems, issues created as problem records) are stored and tracked within Keystone Edge™ for their full life-cycle of activity. MSI implemented automated workflow or VITA/MSI designation of problem records requiring RCA trigger the routing of request for RCA to the appropriate STS or MSI entity. RCA requests are further tracked for completion within Keystone Edge™. Document templates for RCA are defined within the Service Management Manual hosted on MSI’s CENTER™ system. Participants are required to utilize VITA approved templates for the documentation of RCA.</p>   |
| <b>REPORTING TOOLS</b>        | Keystone Edge™   |
| <b>RAW DATA STORAGE</b>       | Keystone Edge™ stores data within an Oracle relational database  |



|                             |   |
|-----------------------------|---|
| <b>(ARCHIVES)</b>           | accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b> | Incident and Problem  |
| <b>METRIC REPORTING</b>     | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |

### 1.3 Performance Category: Cross Functional

#### 1.3.1 Change Management Compliance

| SERVICE LEVEL NAME                            |  | EXHIBIT 3.1 SECTION REFERENCE |
|---|--|-------------------------------|
| Change Management Compliance                  |  | 1.3.1                         |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL   |                               |
| <b>CURRENTLY MEASURED</b>                     | Yes  |                               |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R  |                               |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of time the Supplier successfully implements Changes to the Services.   |                               |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | All Changes in the environment are included.   |                               |
| <b>METRIC EXCLUSIONS</b>                      | Changes are considered failed if they: (i) do not comply with the mutually agreed to Change Management procedures, the SMM (including any Customer and notification requirements), and any associated Project plan, (ii) cause either a Severity 1 Incident or Severity 2 Incident, (iii) exceeded the change window, (iv) are backed out, or (v) partial success of change is backed out or unsuccessful. |                               |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)   |                               |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)  |                               |
| <b>MINIMUM SERVICE LEVEL</b>                  | Maintained in Exhibit 3.1  |                               |

|                                    |  |
|------------------------------------|--|
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | The calculation for this Service Level is the number of changes that are successfully implemented by Supplier, divided by the number of changes implemented by Supplier, with the result expressed as a percentage. Changes will be reported in the Measurement Window that the Change ticket is closed, allowing sufficient time to determine if the Change was successful. |
| <b>COLLECTION PROCESS</b>          | All requests for change are created and tracked as records within Keystone Edge™ over their full life-cycle from initial request through final disposition. The system tracks and timestamps all changes in status, scope, scheduling and disposition.   |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**1.3.2 Service Request Fulfillment Time – Standard**

| <b>SERVICE LEVEL NAME</b>                          | <b>EXHIBIT 3.1 SECTION REFERENCE</b>  |  |
|--|---|--|
| <b>Service Request Fulfillment Time – Standard</b> | 1.3.2   |  |
| <b>SERVICE LEVEL TYPE</b>                          | Critical Service Level CSL  |  |
| <b>CURRENTLY MEASURED</b>                          | Yes   |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b>      | R   |  |
| <b>METRIC DESCRIPTION</b>                          | During initial configuration of the Keystone Edge™ platform, used for all Service Request tracking/processing, MSI will implement the categorizations of normal, expedited, and scheduled for Service Request records. The MSI will extend automated authorization request workflow based on this categorization to perform request prioritization consistent with defined objectives.<br><br>This Service Level measures the percentage of time the Supplier successfully completes Service Requests within the applicable |  |

|   |   |
|---|---|
|   | timeframes. Specific target timeframes are maintained in the SMM, in accord with Appendix 3.2a.   |
| <b>METRIC INCLUSIONS and DATA SOURCES</b> | Service Requests for inclusion will be specified in the SMM, in accord with Appendix 3.2a.  |
| <b>METRIC EXCLUSIONS</b>                  |   |
| <b>HOURS OF MEASUREMENT</b>               | 24 (except as otherwise maintained in the SMM)  |
| <b>DAYS OF MEASUREMENT</b>                | 365 (366)   |
| <b>MINIMUM SERVICE LEVEL</b>              | Maintained in Exhibit 3.1   |
| <b>EXPECTED SERVICE LEVEL</b>             | Maintained in Exhibit 3.1   |
| <b>ALGORITHM</b>                          | <p>The calculation for this Service Level is the total number of Standard Service Requests that are completed within the committed timeframes, divided by the total number of completed Standard Service Requests plus the total number of open Standard Service Requests that have exceeded the committed timeframes, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Service Request is opened within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Service Request is actually completed in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> <li>(b) An open Service Request that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until completed; if it is completed within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the committed timeframes in each subsequent Measurement Window’s calculation until completed.</li> </ul> |
| <b>COLLECTION PROCESS</b>                 | All Service Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, User request via the IT Services Portal, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.   |

|                                    |   |
|------------------------------------|---|
| <b>REPORTING TOOLS</b>             | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries. |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |

**1.3.3 Service Request Resolution Time – Expedited**

| <b>SERVICE LEVEL NAME</b>                          |   | <b>EXHIBIT 3.1 SECTION REFERENCE</b> |  |
|--|---|--------------------------------------|--|
| <b>Service Request Resolution Time – Expedited</b> |   | 1.3.3                                |  |
| <b>SERVICE LEVEL TYPE</b>                          | Critical Service Level CSL  |                                      |  |
| <b>CURRENTLY MEASURED</b>                          | Yes   |                                      |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b>      | R   |                                      |  |
| <b>METRIC DESCRIPTION</b>                          | <p>During initial configuration of the Keystone Edge™ platform, used for all Service Request tracking/processing, MSI will implement the categorizations of normal, expedited, and scheduled for Service Request records. The MSI will extend its automated authorization request workflow based on this categorization to perform request prioritization consistent with defined objectives. Workflows allow for expedited standard changes to satisfy low-risk requests and include automated routing to the proper authority for those that require further authorization (as defined by VITA standards).</p> <p>This Service Level measures the percentage of time the Supplier successfully completes Service Requests within the applicable timeframes. Specific target timeframes are maintained in the SMM.</p> |                                      |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>          | Service Requests for inclusion will be an agreed upon set, as specified in the SMM.   |                                      |  |
| <b>METRIC EXCLUSIONS</b>                           |   |                                      |  |
| <b>HOURS OF MEASUREMENT</b>                        | 24 (except as otherwise maintained in the SMM)  |                                      |  |

|                                    |  |
|------------------------------------|--|
| <b>DAYS OF MEASUREMENT</b>         | 365 (366)  |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | <p>The calculation for this Service Level is the total number of Expedited Service Requests that are completed within the committed timeframes, divided by the total number of completed Expedited Service Requests plus the total number of open Expedited Service Requests that have exceeded the committed timeframes, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Service Request is opened within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Service Request is actually completed in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> <li>(b) An open Service Request that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until completed; if it is completed within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the committed timeframes in each subsequent Measurement Window’s calculation until completed.</li> </ul> |
| <b>COLLECTION PROCESS</b>          | All Service Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, User request via the IT Services Portal, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.  |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly  |

|  |                                      |
|--|--------------------------------------|
|  | <input type="checkbox"/> Semi Annual |
|--|--------------------------------------|

**1.3.4 Service Request Resolution Time – Scheduled**

| SERVICE LEVEL NAME                            | EXHIBIT 3.1 SECTION REFERENCE   |  |
|---|---|--|
| Service Request Resolution Time – Scheduled   | 1.3.4   |  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |  |
| <b>CURRENTLY MEASURED</b>                     | Yes   |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R   |  |
| <b>METRIC DESCRIPTION</b>                     | <p>During initial configuration of the Keystone Edge™ platform, used for all Service Request tracking/processing, MSI will implement the categorizations of normal, expedited, and scheduled for Service Request records. We will extend our automated authorization request workflow based on this categorization to perform request prioritization consistent with defined objectives.</p> <p>This Service Level measures the percentage of time the Supplier successfully completes Service Requests within the applicable timeframes. Specific target timeframes are maintained in the SMM.</p> |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | Service Requests for inclusion will be an agreed upon set, as specified in the SMM.   |  |
| <b>METRIC EXCLUSIONS</b>                      |   |  |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)  |  |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)   |  |
| <b>MINIMUM SERVICE LEVEL</b>                  | Maintained in Exhibit 3.1   |  |
| <b>EXPECTED SERVICE LEVEL</b>                 | Maintained in Exhibit 3.1   |  |
| <b>ALGORITHM</b>                              | The calculation for this Service Level is the total number of Scheduled Service Requests that are completed within the committed timeframes, divided by the total number of completed Scheduled Service Requests plus the total number of open Scheduled Service Requests that have exceeded the committed  |  |

|                                    |   |
|------------------------------------|---|
|                                    | <p>timeframes, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Service Request is opened within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Service Request is actually completed in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> <li>(b) An open Service Request that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until completed; if it is completed within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the committed timeframes in each subsequent Measurement Window’s calculation until completed.</li> </ul> |
| <b>COLLECTION PROCESS</b>          | <p>All Service Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, user request via the IT Services Portal, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.</p>  |
| <b>REPORTING TOOLS</b>             | <p>Keystone Edge™</p>   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | <p>Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.</p>  |
| <b>PERFORMANCE CATEGORY</b>        | <p>Cross Functional</p>   |
| <b>METRIC REPORTING</b>            | <p><input checked="" type="checkbox"/> Monthly<br/> <input type="checkbox"/> Quarterly<br/> <input type="checkbox"/> Semi Annual</p>  |

**1.3.5 Solution Request Proposal Delivery**

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|---|----------------------------------|--|
| Solution Request Proposal Delivery        |   | 1.3.5                            |  |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL  |                                  |  |
| CURRENTLY MEASURED                        | Yes   |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | R   |                                  |  |
| METRIC DESCRIPTION                        | <p>This Service Level measures the percentage of time the Supplier delivers a viable proposal to Customers within the committed timeframes, in response to a Solution Request.</p> <p>Following Customer approval of a ROM or completed initial assessment (as described in the “Solution Request – Initial Assessment Complete” Service Level), the Supplier will deliver a proposal for each Solution Request within the timeframes listed below:</p> <ul style="list-style-type: none"> <li>• Small within 10 Business Days</li> <li>• Medium within 15 Business Days</li> <li>• Large within 20 Business Days</li> <li>• Very Large within 25 Business Days</li> </ul> <p>When a proposal is delivered, it must include a committed timeframe and schedule for Solution Request implementation. This committed timeframe and schedule will be used in the “Solution Request Implementation” Service Level.</p> <p>Specific size criteria, guidelines, and process detail will be maintained in the SMM.</p> |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | Each proposal submitted to a Customer will be counted as a measurable event. If there are multiple proposals for one request due to requirements changes then subsequent iterations will be counted as another event. Each will count as an event and an opportunity to succeed or fail.  |                                  |  |
| METRIC EXCLUSIONS                         | Service Requests  |                                  |  |
| HOURS OF MEASUREMENT                      | Business Hours  |                                  |  |



|                                    |  |
|------------------------------------|--|
| <b>DAYS OF MEASUREMENT</b>         | Business Days  |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | <p>The calculation for this Service Level is the total number of Solution Request proposals that are delivered within the committed timeframes, divided by the total number of delivered proposals plus the total number of open proposals that have exceeded the committed timeframes, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Solution Request Proposal is opened within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such request is actually delivered in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation)</li> <li>(b) An open Solution Request Proposal that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until delivered; if it is delivered within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the committed timeframes in each subsequent Measurement Window’s calculation until delivered.</li> </ul> |
| <b>COLLECTION PROCESS</b>          | <p>All Solution Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. Service Requests via the IT Service Portal, Demand Management requests entering the PMO via CAM/BRM contact, etc.) and are maintained for the full resolution life-cycle (including proposal delivery) within this platform including the time-stamping of any change in status, assignment, or disposition. Document templates for RFS are defined within the Service Management Manual hosted on MSI’s CENTER™ system. Participants are required to utilize VITA approved templates for the documentation of RFS.</p>  |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |

|                             |   |
|-----------------------------|---|
| <b>PERFORMANCE CATEGORY</b> | Cross Functional  |
| <b>METRIC REPORTING</b>     | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |

**1.3.6 Solution Request Implementation**

| <b>SERVICE LEVEL NAME</b>                     | <b>EXHIBIT 3.1 SECTION REFERENCE</b>  |  |
|---|---|--|
| Solution Request Implementation               | 1.3.6   |  |
| <b>SERVICE LEVEL TYPE</b>                     | Critical Service Level CSL  |  |
| <b>CURRENTLY MEASURED</b>                     | Yes   |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R   |  |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of time the Supplier successfully implements a Solution Request within the committed timeframe. All phases of the solution implementation process from VITA assignment of the Solution Request through to the successful implementation (which requires Customer acceptance) into production are included in this measure. |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | The committed timeframe is that timeframe specified in the proposal (as further described in the "Solution Request Proposal Delivery" Service Level) or otherwise as agreed by the requester.   |  |
| <b>METRIC EXCLUSIONS</b>                      |   |  |
| <b>HOURS OF MEASUREMENT</b>                   | Business Hours  |  |
| <b>DAYS OF MEASUREMENT</b>                    | Business Days   |  |
| <b>MINIMUM SERVICE LEVEL</b>                  | Maintained in Exhibit 3.1   |  |
| <b>EXPECTED SERVICE LEVEL</b>                 | Maintained in Exhibit 3.1   |  |
| <b>ALGORITHM</b>                              | The calculation for this Service Level is the total number of Solution Requests that are successfully implemented within the committed timeframes, divided by the total number of Solution Requests   |  |

|   |  |
|---|--|
|   | <p>implemented plus the total number of Solution Requests that have passed the committed timeframe, with the result expressed as a percentage.</p> <p>Solution Requests will be reported in the Measurement Window in which the associated Change ticket is closed, allowing sufficient time to determine if the Solution Request was successful.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If a Solution Request is assigned within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such Solution Request is actually implemented in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation.)</li> <li>(b) An uncompleted Solution Request is also carried forward into subsequent Measurement Windows until implemented; if it is implemented within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the committed timeframes in each subsequent Measurement Window’s calculation until implemented.</li> </ul> |
| <p><b>COLLECTION PROCESS</b></p>          | <p>All Requests for Solution (RFS) are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. Service Requests via the IT Service Portal, Demand Management requests entering the PMO via CAM/BRM contact, etc.) and are maintained for the full resolution life-cycle (including implementation completion) within this platform including the time-stamping of any change in status, assignment, or disposition. Document templates for RFS are defined within the Service Management Manual hosted on MSI’s CENTER™ system. Participants are required to utilize VITA approved templates for the documentation of RFS.</p>  |
| <p><b>REPORTING TOOLS</b></p>             | <p>Keystone Edge™</p>  |
| <p><b>RAW DATA STORAGE (ARCHIVES)</b></p> | <p>Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.</p>   |
| <p><b>PERFORMANCE CATEGORY</b></p>        | <p>Cross Functional</p>  |
| <p><b>METRIC REPORTING</b></p>            | <p><input checked="" type="checkbox"/> Monthly<br/> <input type="checkbox"/> Quarterly<br/> <input type="checkbox"/> Semi Annual</p>   |

**1.3.7 CMDB Reconciliation Accuracy**

| SERVICE LEVEL NAME                        |  | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|--|----------------------------------|--|
| CMDB Reconciliation Accuracy              |  | 1.3.7                            |  |
| SERVICE LEVEL TYPE                        | Critical Service Level CSL   |                                  |  |
| CURRENTLY MEASURED                        | Yes  |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | R  |                                  |  |
| METRIC DESCRIPTION                        | This Service Level measures the percentage of a random sample of Inventory Records that is determined to be Accurate.  |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>The sample for this Service Level must contain a number of randomly selected CMDB Inventory Records that is reasonably acceptable to VITA. The sample size parameters and methodology for sampling will be maintained in the SMM.</p> <p>Additionally, if VITA or Customer identifies any missing entries (e.g., a device in the environment with no record in the CMDB) or an error attributed to an Integrated Supplier, then the missing/erroneous record will be added to the statistical sample and will be counted as an inaccurate record. For example, if the statistical sample includes 150 randomly identified records, and VITA identifies three missing records, then the total pool for purposes of this calculation is 153.</p> <p>Definitions for purposes of this Service Level:</p> <p><b>“Accurate”</b> means all Critical Inventory Attributes are correctly and completely populated in the CMDB Inventory of Record.</p> <p><b>“Critical Inventory Attributes”</b> means those database fields in an Inventory Record that are essential for Integrated Supplier’s successful delivery of Service and necessary for VITA’s successful performance of retained responsibilities, including architecture, IT planning, relationships, and reconciliation of invoices. The Critical Inventory Attributes are maintained in the SMM.</p> <p><b>“CMDB Inventory of Record”</b> means the inventory of CIs, including all Equipment and Software, to be created and maintained by Integrated Suppliers in accordance with the SMM.</p> <p><b>“Inventory Record”</b> means the record for a single item of Equipment</p> |                                  |  |

|                                    |  |
|------------------------------------|--|
|                                    | or Software in the Inventory of Record, including all of the Critical Inventory Attributes for that item.  |
| <b>METRIC EXCLUSIONS</b>           |  |
| <b>HOURS OF MEASUREMENT</b>        | N/A  |
| <b>DAYS OF MEASUREMENT</b>         | N/A  |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | The calculation for this Service Level is the total number of CMDB Inventory Records that are validated during the applicable Measurement Window and that are Accurate, divided by the total number of managed Inventory Records that are validated during the applicable Measurement Window, with the result expressed as a percentage.   |
| <b>COLLECTION PROCESS</b>          | MSI will perform initial population of the CMDB with data provided in electronic format by the incumbent provider. Data received will be cleansed subject to our data import processes before inclusion with Keystone Edge™. Following initial population, we require that the STS responsible for each Configuration Item (CI), hardware or software, provide updated CI data on a regular cadence, and in an electronic format, as agreed to and specified within the Service Management Manual. We will process these datasets for introduction into the CMDB providing electronic notification of exceptions and exception reporting to VITA (information) and to the responsible STS for resolution. Exceptions would include, for example, CI added or removed without a corresponding, approved Service Request and/or change request record. On a cadence defined within VITA-approved OLA for each STS, MSI will identify a sample of CIs for STS audit validation and require the responsible STS to perform (e.g. electronic component scan or physical inspection) and provide evidence of verification for each CI attribute. Exceptions will be remediated within Keystone Edge™ and reported to VITA. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |

|                         |   |
|-------------------------|---|
| <b>METRIC REPORTING</b> | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual |
|-------------------------|---|

## 2.0 Key Measurements

### 2.1 Performance Category: Availability and Tower-Specific

#### 2.1.1 Private IP Port and Access Availability

| SERVICE LEVEL NAME                                | EXHIBIT 3.1<br>SECTION REFERENCE  |  |
|---|---|--|
| Private IP Port and Access Availability           | 2.1.1   |  |
| <b>SERVICE LEVEL TYPE</b>                         | Key Measurement   |  |
| <b>CURRENTLY MEASURED</b>                         | N/A   |  |
| <b>SHARE TYPE and<br/>CORRESPONDING METRIC(S)</b> | U   |  |
| <b>METRIC DESCRIPTION</b>                         | Availability of all Private IP Ports and associated Access Services where no Supplier-provided Managed WAN Service is in use.   |  |
| <b>METRIC INCLUSIONS and<br/>DATA SOURCES</b>     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket.<br><br>A Private IP Service comprises a Private IP Port and its associated Access Service.  |  |
| <b>METRIC EXCLUSIONS</b>                          | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing,</li> </ul> </li> </ul> |  |

|   |  |
|---|--|
|   | and applicable Customer or VITA person is not available.   |
| <b>HOURS OF MEASUREMENT</b>             | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                        | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual PIP Port/Access Availability is calculated as the amount of Actual Uptime of each individual PIP Port/Access divided by the Scheduled Uptime for that PIP Port/Access with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">PIP Ports/Access will be considered “Successful” if they meet or exceed their Availability requirement of 99.9% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">PIP Port/Access Service Level is calculated as the total number of Successful PIP Ports/Access for which Supplier successfully meets or exceeds the Availability requirement of 99.9% during the Measurement Window, divided by the PIP Ports/Access during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.2 Private IP – Redundant Availability**

| SERVICE LEVEL NAME                     |   | EXHIBIT 3.1 SECTION REFERENCE |
|--|---|-------------------------------|
| Private IP – Redundant Availability    |   | 2.1.2                         |
| SERVICE LEVEL TYPE                     | Key Measurement   |                               |
| CURRENTLY MEASURED                     | N/A   |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U   |                               |
| METRIC DESCRIPTION                     | Availability of all Private IP Ports and, for each, its associated dual Access Services, where no Supplier-provided Managed WAN Service is in use.  |                               |
| METRIC INCLUSIONS and DATA SOURCES     | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.</p> <p>A Private IP Redundant Service comprises a Private IP Port and both of its associated dual Access Services.</p>   |                               |
| METRIC EXCLUSIONS                      | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Dual Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |
| HOURS OF MEASUREMENT                   | 24 (except as otherwise maintained in the SMM)  |                               |
| DAYS OF MEASUREMENT                    | 365 (366)   |                               |



|   |  |
|---|--|
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual PIP Port/Access Availability is calculated as the amount of Actual Uptime of each individual PIP Port/Access divided by the Scheduled Uptime for that PIP Port/Access with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">PIP Ports/Access will be considered “Successful” if they meet or exceed their Availability requirement of 99.99% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">PIP – Redundant Service Level is calculated as the total number of Successful PIP Ports/Access for which Supplier successfully meets or exceeds the Availability requirement of 99.99% during the Measurement Window, divided by the PIP Ports/Access during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.3 Managed WAN Silver Availability (Stand Alone, Dual Circuits)**

| SERVICE LEVEL NAME  |  | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|--|----------------------------------|--|
| Managed WAN Silver Availability (Stand Alone Device, Dual Circuits) |  | 2.1.3                            |  |
| SERVICE LEVEL TYPE  | Key Measurement  |                                  |  |
| CURRENTLY MEASURED  | N/A  |                                  |  |
| SHARE TYPE and CORRESPONDING METRIC(S)                              | U  |                                  |  |
| METRIC DESCRIPTION  | Availability of all Managed WAN Equipment and associated Private IP Ports and Access Services. This metric measures the Availability of a Managed WAN Site with a single circuit plus an approved back-up service (for example, broadband or cellular service), or with dual circuits.   |                                  |  |
| METRIC INCLUSIONS and DATA SOURCES                                  | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.</p> <p>A Managed WAN Silver Service comprises Managed WAN Service, Router Equipment, Private IP Port, Access Service, and backup access service, together serving a single Site.</p>  |                                  |  |
| METRIC EXCLUSIONS   | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Primary Access types other than TDM Access, Ethernet Access, SONET or DWDM. Secondary access may be a broadband or cellular service.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing,</li> </ul> </li> </ul> |                                  |  |

|   |  |
|---|--|
|   | and applicable Customer or VITA person is not available.   |
| <b>HOURS OF MEASUREMENT</b>             | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Site Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Site Availability is calculated as the amount of Actual Uptime of each individual Managed WAN Silver Site divided by the Scheduled Uptime for that Site with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">Sites will be considered “Successful” if they meet or exceed their Availability requirement of 99.95% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">Managed WAN Silver Site Service Level is calculated as the total number of Sites for which Supplier successfully meets or exceeds the target of 99.95% Actual Uptime during the Measurement Window, divided by the total Managed WAN Silver Sites during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.4 Managed WAN Gold Availability (HA, Dual Circuits)**

| SERVICE LEVEL NAME  |  | EXHIBIT 3.1 SECTION REFERENCE |  |
|---|--|-------------------------------|--|
| Managed WAN Gold Availability (HA Devices, Dual Circuits) |  | 2.1.4                         |  |
| SERVICE LEVEL TYPE  | Key Measurement  |                               |  |
| CURRENTLY MEASURED  | N/A  |                               |  |
| SHARE TYPE and CORRESPONDING METRIC(S)                    | U  |                               |  |
| METRIC DESCRIPTION  | Availability of all Managed WAN Equipment and associated Private IP Ports and Access Services. This metric measures the Availability of a Managed WAN Site with dual, diversely engineered, Access Circuits and dual Router Equipment operating with hot standby routing protocol (“HSRP”) or equivalent protocol.   |                               |  |
| METRIC INCLUSIONS and DATA SOURCES                        | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.</p> <p>A Managed WAN Gold Service comprises dual Managed WAN Service, dual Router Equipment, Private IP Port, and dual Access Service, together serving a single Site.</p>  |                               |  |
| METRIC EXCLUSIONS   | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Access types other than TDM Access, Ethernet Access, SONET or DWDM.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |  |

|   |  |
|---|--|
| <b>HOURS OF MEASUREMENT</b>             | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1  |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Site Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual Site Availability is calculated as the amount of Actual Uptime of each individual Managed WAN Gold Site divided by the Scheduled Uptime for that Site with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">Sites will be considered “Successful” if they meet or exceed their Availability requirement of 100% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">Managed WAN Gold Site Service Level is calculated as the total number of Sites for which Supplier successfully meets or exceeds the target of 100% Actual Uptime during the Measurement Window, divided by the total Managed WAN Gold Sites during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.5 DDI Services Availability**

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|---|----------------------------------|--|
| DDI Services Availability                 |   | 2.1.5                            |  |
| SERVICE LEVEL TYPE                        | Key Measurement   |                                  |  |
| CURRENTLY MEASURED                        | N/A   |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | U   |                                  |  |
| METRIC DESCRIPTION                        | <ul style="list-style-type: none"> <li>• DDI Services Availability SLA applies to DDI Services provided by the Supplier managed DDI Equipment.</li> <li>• DDI Services Availability means DNS Services responds to User queries and DHCP Services issues leases.</li> <li>• DDI Services Availability SLA applies where the DNS and DHCP have no single point of failure and DNS and DHCP Services are fully redundant.</li> </ul>  |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier’s monitoring tools and ends when the Incident is Resolved. Data source is Supplier’s trouble ticket. For dual redundant or High Availability Services, a Severity 1 Incident applies when both service elements are unavailable.</p>  |                                  |  |
| METRIC EXCLUSIONS                         | <ul style="list-style-type: none"> <li>• Supplier’s planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Window.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> <li>• If there is a failure of DDI Equipment that does not cause a DDI Services outage, the event shall not be a Severity 1 or 2 Incident.</li> </ul> |                                  |  |
| HOURS OF MEASUREMENT                      | 24 (except as otherwise maintained in the SMM)  |                                  |  |

|   |   |
|---|---|
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)   |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1   |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1   |
| <b>ALGORITHMS</b>                       | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual DDI service Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual DDI service Availability is calculated as the amount of Actual Uptime of each individual DDI service divided by the Scheduled Uptime for that service with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">DDI Services will be considered “Successful” if they meet or exceed their Availability requirement of 99.9% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">DDI Service Level is calculated as the total number of DDI services which Supplier successfully meets or exceeds the target of 99.9% Actual Uptime during the Measurement Window, divided by the total DDI services during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>               | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>REPORTING TOOLS</b>                  | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>RAW DATA STORAGE (ARCHIVES)</b>      | Supplier’s incident ticket system   |
| <b>PERFORMANCE CATEGORY</b>             | Availability and Tower Specific   |
| <b>METRIC REPORTING</b>                 | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**2.1.6 Secure Cloud Interconnect Availability**

| SERVICE LEVEL NAME                     |   | EXHIBIT 3.1 SECTION REFERENCE |
|--|---|-------------------------------|
| Secure Cloud Interconnect Availability |   | 2.1.6                         |
| SERVICE LEVEL TYPE                     | Key Measurement   |                               |
| CURRENTLY MEASURED                     | N/A   |                               |
| SHARE TYPE and CORRESPONDING METRIC(S) | U   |                               |
| METRIC DESCRIPTION                     | Availability of all Secure Cloud Interconnect connections between Supplier Private IP network provider edge and third party cloud supplier platforms' provider edges.   |                               |
| METRIC INCLUSIONS and DATA SOURCES     | Period of an Outage begins when a Severity 1 Incident is recorded at the Service Desk (opened by Supplier or Customer) or identified in Supplier's monitoring tools and ends when the Incident is Resolved. Data source is Supplier's trouble ticket.   |                               |
| METRIC EXCLUSIONS                      | <ul style="list-style-type: none"> <li>• Supplier's planned maintenance activity as properly notified and scheduled in accordance with the SMM.</li> <li>• Services not accepted by Customer prior to the start of Measurement Period.</li> <li>• Service degradation except where Customer or Supplier has opened a Severity 1 ticket and has released the Service for Supplier testing.</li> <li>• Loss of access to the Secure Cloud Interconnect Service due to a Supplier network outage already covered by a Managed WAN SLA or an outage of a non-Supplier-provided network.</li> <li>• Time period waiting on Customer or VITA activity, as follows:                             <ul style="list-style-type: none"> <li>○ Customer or VITA have explicitly deferred resolution (e.g., due to unavailability for onsite access or to schedule testing).</li> <li>○ Supplier requires Customer or VITA access or testing, and applicable Customer or VITA person is not available.</li> </ul> </li> </ul> |                               |
| HOURS OF MEASUREMENT                   | 24 (except as otherwise maintained in the SMM)  |                               |
| DAYS OF MEASUREMENT                    | 365 (366)   |                               |
| MINIMUM AGGREGATE SERVICE LEVEL        | Maintained in Exhibit 3.1   |                               |
| EXPECTED AGGREGATE SERVICE LEVEL       | Maintained in Exhibit 3.1   |                               |



|                                    |  |
|------------------------------------|--|
| <b>ALGORITHMS</b>                  | <p>This Service Level metric is calculated in two steps.</p> <p>First, individual Secure Cloud Interconnect (SCI) service Availability for a Customer to a single third party cloud service supplier platform is calculated as follows:</p> <p style="padding-left: 40px;">Individual SCI service Availability is calculated as the amount of Actual Uptime of each individual SCI service divided by the Scheduled Uptime for that service with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">SCI Services will be considered “Successful” if they meet or exceed their Availability requirement of 100% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">SCI Service Level is calculated as the total number of SCI services which Supplier successfully meets or exceeds the target of 100% Actual Uptime during the Measurement Window, divided by the total SCI services during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |
| <b>COLLECTION PROCESS</b>          | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI’s SMS).   |
| <b>REPORTING TOOLS</b>             | Supplier’s incident ticket system (electronically bonded to MSI’s SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.7 MOS/Call Quality**

| SERVICE LEVEL NAME        | EXHIBIT 3.1 SECTION REFERENCE |  |
|---------------------------|-------------------------------|--|
| MOS/Call Quality          | 2.1.7                         |  |
| <b>SERVICE LEVEL TYPE</b> | Key Measurement               |  |

|   |  |  |
|---|--|--|
| <b>CURRENTLY MEASURED</b>                     | N/A  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U  |  |
| <b>METRIC DESCRIPTION</b>                     | <p><b>Mean Opinion Score</b> - is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that Supplier U.S. and Canada Internet Network MOS performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107).</p>  |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | <p>MOS SLA applies to the following Core networks, measured from Provider Edge to Provider Edge (PE-PE):</p> <ul style="list-style-type: none"> <li>• Verizon Private IP</li> <li>• Verizon Internet</li> </ul>  |  |
| <b>METRIC EXCLUSIONS</b>                      | <p>MOS Service Level Standard measurements do not include the following:</p> <ul style="list-style-type: none"> <li>• For Private IP, the MOS Service Level Standard applies only to data packets marked EF by Customer and compliant with the Customer’s subscribed EF Real Time CAR.</li> <li>• The MOS Service Level Standard applies only to the US.</li> <li>• The MOS Service Level Standard is not applicable to the Private IP Layer 2 services</li> </ul>   |  |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)   |  |
| <b>DAYS OF MEASUREMENT</b>                    | 365 (366)  |  |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>        | Maintained in Exhibit 3.1  |  |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |  |
| <b>ALGORITHMS</b>                             | <p>Verizon will use Verizon's public backbone statistics Web sites to verify that the monthly MOS SLA standard was not met.</p> <ul style="list-style-type: none"> <li>• For the Internet network, performance is measured by collecting data across the contiguous U.S. Internet Network.</li> <li>• For the Private IP Network, MOS is calculated by sampling performance scores for the EF traffic class, using the standards based E-model (ITU-T G.107), between Verizon Enterprise Solutions-designated backbone network nodes in each specific region.</li> </ul> |  |

|                                    |  |
|------------------------------------|--|
|                                    | <ul style="list-style-type: none"> <li>The results for both platforms are averaged over a thirty day period.</li> </ul> <p>To pass SLA successfully, the combined average monthly MOS scores for both networks must meet a minimum of 4.0:</p> <p>Combined monthly average MOS score = (IP MOS + PIP MOS)/2</p>  |
| <b>COLLECTION PROCESS</b>          | <b>MOS Performance</b> is measured by collecting data across the contiguous U.S. and Canada Internet Network, from which a monthly average is derived to determine Call Quality over Supplier’s network.   |
| <b>REPORTING TOOLS</b>             | For Private IP, monthly measurements are available at the following link:<br><a href="http://www.verizonbusiness.com/about/network/pip/">http://www.verizonbusiness.com/about/network/pip/</a><br><br>For Internet network, MOS performance statistics are available at the following link:<br><a href="http://www.verizonenterprise.com/terms/us/products/advantage/">http://www.verizonenterprise.com/terms/us/products/advantage/</a> |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier’s web portal (links referenced above)   |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.1.8 IPCC Availability**

| SERVICE LEVEL NAME                            | EXHIBIT 3.1 SECTION REFERENCE  |  |
|---|--|--|
| <b>IP Contact Center (IPCC) Availability</b>  | 2.1.8  |  |
| <b>SERVICE LEVEL TYPE</b>                     | Key Measurement  |  |
| <b>CURRENTLY MEASURED</b>                     | N/A  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U  |  |
| <b>METRIC DESCRIPTION</b>                     | Availability of the IPCC platform to process calls.  |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | IPCC Platform components covered by this SLA consist of the Verizon VoIP Network Gateways (Inbound) and the Verizon Gateways (Outbound) for TDM-terminated calls and the Verizon VoIP Network Gateways (Inbound) and Session Border Controllers (Outbound) for TDM-to-IP-terminated calls. |  |

|   |   |
|---|---|
|   | Data Source is Supplier’s Trouble Management system   |
| <b>METRIC EXCLUSIONS</b>                | <ul style="list-style-type: none"> <li>Problems unrelated to the IPCC Platform including those resulting from Customer-specified IP-IVR Application Program changes, and interruptions to local access origination and termination segments such as:</li> <li>Inappropriate IP-IVR Application or Configuration/Routing change(s) made by Customer through the Verizon Network Manager.</li> <li>Customer Equipment malfunctions including those affecting Terminating Numbers and/or Inbound and Outbound calls that are not compliant with the IPCC Network Interoperability Specifications</li> </ul>  |
| <b>HOURS OF MEASUREMENT</b>             | 24 (except as otherwise maintained in the SMM)  |
| <b>DAYS OF MEASUREMENT</b>              | 365 (366)   |
| <b>MINIMUM AGGREGATE SERVICE LEVEL</b>  | Maintained in Exhibit 3.1   |
| <b>EXPECTED AGGREGATE SERVICE LEVEL</b> | Maintained in Exhibit 3.1   |
| <b>ALGORITHMS</b>                       | <p>Service Level metric is calculated in two steps.</p> <p>First, individual IPCC Telephone Number Service Availability is calculated as follows:</p> <p style="padding-left: 40px;">Individual IPCC Telephone Number Availability is calculated as the amount of Actual Uptime of each individual IPCC Telephone Number divided by the Scheduled Uptime for that IPCC Telephone Number with the result expressed as a percentage to two (2) decimal points.</p> <p style="padding-left: 40px;">IPCC Telephone Number will be considered “Successful” if they meet or exceed their Availability requirement of 99.9% during the Measurement Window.</p> <p>Second, the Service Level performance is calculated as follows:</p> <p style="padding-left: 40px;">IPCC Telephone Number Service Availability is calculated as the total number of IPCC Telephone Number Service for which Supplier successfully meets or exceeds the target of 99.9% Actual Uptime during the Measurement Window, divided by the total IPCC Telephone Numbers during the same Measurement Window with the result expressed as a percentage to two (2) decimal points.</p> |

|                                    |  |
|------------------------------------|--|
| <b>COLLECTION PROCESS</b>          | Incidents are identified via Supplier monitoring tools or via Service Desk Contacts. Data for the Incident is stored in Suppliers Incident ticket system (electronically bonded to MSI's SMS). |
| <b>REPORTING TOOLS</b>             | Supplier's incident ticket system (electronically bonded to MSI's SMS).  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Supplier's incident ticket system  |
| <b>PERFORMANCE CATEGORY</b>        | Availability and Tower Specific  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

## 2.2 Performance Category: Incident and Problem

### 2.2.1 Re-open Tickets

| SERVICE LEVEL NAME                               |  | EXHIBIT 3.1 SECTION REFERENCE |
|--|--|-------------------------------|
| Re-open Tickets (Incidents and Service Requests) |  | 2.2.1                         |
| SERVICE LEVEL TYPE                               | Key Measurement  |                               |
| CURRENTLY MEASURED                               | Yes  |                               |
| SHARE TYPE and CORRESPONDING METRIC(S)           | R  |                               |
| METRIC DESCRIPTION                               | This Service Level measures the percentage of Tickets (Incidents and Requests) that are reset to “open” status following an improper assignment of Resolved status.  |                               |
| METRIC INCLUSIONS and DATA SOURCES               | Tickets include Incidents and Service Requests maintained in the ITSMS.  |                               |
| METRIC EXCLUSIONS                                |  |                               |
| HOURS OF MEASUREMENT                             | 24 (except as otherwise maintained in the SMM)   |                               |
| DAYS OF MEASUREMENT                              | 365 (366)  |                               |
| MINIMUM SERVICE LEVEL                            | Maintained in Exhibit 3.1  |                               |
| EXPECTED SERVICE LEVEL                           | Maintained in Exhibit 3.1  |                               |
| ALGORITHM  | <p>Incidents and Requests are to be measured independently and Supplier Defaults this Service Level if the Incidents or the Service Requests do not achieve the Minimum Service Level Default for this Service Level.</p> <p><b>For the Incidents:</b> The calculation for this Service Level is the percentage of Incident Tickets reset to “open” status following the assignment of Resolved status divided by the total number of Incident Tickets Resolved in the Measurement Window with the result expressed as a percentage.</p> <p><b>For Service Requests:</b> The calculation for this Service Level is the percentage of Service Request Tickets reset to “open” status following the assignment of Resolved status divided by the total number of Service Request Tickets Resolved in the Measurement</p> |                               |

|                                    |  |
|------------------------------------|--|
|                                    | Window with the result expressed as a percentage.  |
| <b>COLLECTION PROCESS</b>          | All Incidents and Service Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, User request via the IT Services Portal, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. When a ticket needs to be re-classified as open our system will create a “re-opened” record related to the original record for tracking and measurement. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.2.2 Incidents Open Greater than 30 Days**

| SERVICE LEVEL NAME                            | EXHIBIT 3.1 SECTION REFERENCE  |  |
|---|--|--|
| Incidents Open Greater than 30 Day            | 2.2.2  |  |
| <b>SERVICE LEVEL TYPE</b>                     | Key Measurement  |  |
| <b>CURRENTLY MEASURED</b>                     | Yes  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R  |  |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of Incidents open greater than 30 days. |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | N/A  |  |
| <b>METRIC EXCLUSIONS</b>                      |  |  |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)                                     |  |

|                                    |   |
|------------------------------------|---|
| <b>DAYS OF MEASUREMENT</b>         | 365 (366)   |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1   |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1   |
| <b>ALGORITHM</b>                   | The calculation for this Service Level is the percentage of Incidents open greater than 30 days divided by the total number of open Incidents.  |
| <b>COLLECTION PROCESS</b>          | All Incidents are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, User request via the IT Services Portal, STS posting of fault Events, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b>        | Incident and Problem  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |



## 2.3 Performance Category: Cross Functional

### 2.3.1 Invoice Dispute – Response to Customer Inquiries

| SERVICE LEVEL NAME                               |   | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|--|---|----------------------------------|--|
| Invoice Dispute – Response to Customer Inquiries |   | 2.3.1                            |  |
| SERVICE LEVEL TYPE                               | Key Measurement   |                                  |  |
| CURRENTLY MEASURED                               | Yes   |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S)        | R   |                                  |  |
| METRIC DESCRIPTION                               | This Service Level measures the percentage of invoice inquiries responded to by Supplier within 15 days.  |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES            | Any invoice questions to Supplier, which may or not be due to an actual invoice error or a potential dispute.   |                                  |  |
| METRIC EXCLUSIONS                                |   |                                  |  |
| HOURS OF MEASUREMENT                             | 24 (except as otherwise maintained in the SMM)  |                                  |  |
| DAYS OF MEASUREMENT                              | 365 (366)   |                                  |  |
| MINIMUM SERVICE LEVEL                            | Maintained in Exhibit 3.1   |                                  |  |
| EXPECTED SERVICE LEVEL                           | Maintained in Exhibit 3.1   |                                  |  |
| ALGORITHM  | <p>The calculation for this Service Level is the total number of invoice inquiries for which the Supplier has responded within 15 days, divided by the total number of invoice inquiries for which the Supplier is responsible, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If an invoice inquiry is made within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window’s calculation (unless such invoice inquiry is actually completed in the current Measurement Window, in which case it is included in the current Measurement Window’s calculation).</li> </ul> |                                  |  |

|                                    |   |
|------------------------------------|---|
|                                    | (b) An invoice inquiry that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until completed; if it is completed within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the committed timeframes in each subsequent Measurement Window's calculation until completed.   |
| <b>COLLECTION PROCESS</b>          | We will record Customer contacts of invoice dispute as “dispute requests”, a specific sub-category of Service Requests, within the Keystone Edge™ platform. As with other Service Requests, disputes are recorded within Keystone edge as a result of contacts via any channel (e.g. calls to the Service Desk or Business Relationship Managers) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. MSI implemented automated workflow will immediately assign dispute requests to MSI’s IT Financial Management team for processing within the financial management component of our SMS, but the request will remain tracked to resolution within Keystone Edge™. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional  |
| <b>METRIC REPORTING</b>            | <input type="checkbox"/> Monthly<br><input checked="" type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**2.3.2 Solution Request – Initial Assessment Timeliness**

| SERVICE LEVEL NAME                               | EXHIBIT 3.1 SECTION REFERENCE |  |
|--|-------------------------------|--|
| Solution Request – Initial Assessment Timeliness | 2.3.2                         |  |
| <b>SERVICE LEVEL TYPE</b>                        | Key Measurement               |  |
| <b>CURRENTLY MEASURED</b>                        | Yes                           |  |
| <b>SHARE TYPE and</b>                            | R                             |  |

|   |  |
|---|--|
| <b>CORRESPONDING METRIC(S)</b>            |  |
| <b>METRIC DESCRIPTION</b>                 | This Service Level measures the percentage of time the Supplier delivers an initial assessment or Rough Order of Magnitude (ROM) to Customers within (5) five Business Days of request.  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b> | N/A  |
| <b>METRIC EXCLUSIONS</b>                  |  |
| <b>HOURS OF MEASUREMENT</b>               | 24 (except as otherwise maintained in the SMM)   |
| <b>DAYS OF MEASUREMENT</b>                | 365 (366)  |
| <b>MINIMUM SERVICE LEVEL</b>              | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>             | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                          | <p>The calculation for this Service Level is the total number of Solution Request assessments and ROMs that are delivered within the relevant committed timeframe, divided by the total number of requested initial assessments and ROMs plus the total number of open initial assessments and ROMs that have exceeded the relevant committed timeframe, with the result expressed as a percentage.</p> <p>Also, the following apply:</p> <ul style="list-style-type: none"> <li>(a) If an initial assessment or ROM request is opened within the current Measurement Window, but its relevant committed timeframe extends beyond the end of the current Measurement Window, then it is excluded from the current Measurement Window's calculation (unless such request is actually delivered in the current Measurement Window, in which case it is included in the current Measurement Window's calculation)</li> <li>(b) An open initial assessment or ROM request that has exceeded the committed timeframe is also carried forward into subsequent Measurement Windows until delivered; if it is delivered within twenty-eight (28) days following its relevant committed timeframe, it is excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the committed timeframes in each subsequent Measurement Window's calculation until delivered.</li> </ul> |
| <b>COLLECTION PROCESS</b>                 | All Requests for Solution (RFS) are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. Service Requests via the IT Service Portal, Demand Management requests entering the PMO   |

|                                    |   |
|------------------------------------|---|
|                                    | via CAM/BRM contact, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition. Document templates for RFS are defined within the Service Management Manual hosted on MSI’s CENTER™ system. Participants are required to utilize VITA approved templates for the documentation of RFS. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional  |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**2.3.3 On-time Report Delivery**

| SERVICE LEVEL NAME                            |  | EXHIBIT 3.1 SECTION REFERENCE |  |
|---|--|-------------------------------|--|
| On-time Report Delivery                       |  | 2.3.3                         |  |
| <b>SERVICE LEVEL TYPE</b>                     | Key Measurement  |                               |  |
| <b>CURRENTLY MEASURED</b>                     | Yes  |                               |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | U  |                               |  |
| <b>METRIC DESCRIPTION</b>                     | This Service Level measures the percentage of time the Supplier delivers reports on time.  |                               |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>     | The list of reports listed in <b>Exhibit 3.4 (Reports Matrix)</b> until otherwise adjusted and agreed by VITA.<br>The list of reports maintained in the SMM.<br>Each Critical Service Level or Key Measurement will be deemed an individual Report for the purposes of calculating this Service Level. |                               |  |
| <b>METRIC EXCLUSIONS</b>                      |  |                               |  |
| <b>HOURS OF MEASUREMENT</b>                   | 24 (except as otherwise maintained in the SMM)   |                               |  |

|                                    |  |
|------------------------------------|--|
| <b>DAYS OF MEASUREMENT</b>         | 365 (366)  |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | The calculation for this Service Level is the number of Reports delivered on time, divided by the number of Reports scheduled to be delivered during the applicable Measurement Window, with the result expressed as a percentage.   |
| <b>COLLECTION PROCESS</b>          | Obligations for the generation and delivery of reports are recorded as Service Level Agreement records within the Keystone Edge™ platform backed by automated workflow that generates and delivers pre-developed on-platform reporting, and provides electronic notification to the responsible party requiring positive confirmation for off-platform or manual report generation. In both cases, failure to achieve positive confirmation of delivery is recorded as an SLA break within the platform for reporting to VITA and its Customer Agencies. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.3.4 Security and Vulnerability Patching**

| SERVICE LEVEL NAME                        |   | EXHIBIT 3.1<br>SECTION REFERENCE |  |
|---|---|----------------------------------|--|
| Security and Vulnerability Patching       |   | 2.3.4                            |  |
| SERVICE LEVEL TYPE                        | Key Measurement   |                                  |  |
| CURRENTLY MEASURED                        | Yes   |                                  |  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S) | S   |                                  |  |
| METRIC DESCRIPTION                        | This Service Level measures the percentage of managed Devices to which the Supplier successfully implemented all required Security and Vulnerability Patches during the Measurement Window.   |                                  |  |
| METRIC INCLUSIONS and<br>DATA SOURCES     | <p>Security and Vulnerability patching requirements are maintained in the SMM.</p> <p>Security and Vulnerability Patches are not considered successfully implemented for any individual Device if such Device does not have all the required Security and Vulnerability patches successfully applied during the Measurement Window.</p>   |                                  |  |
| METRIC EXCLUSIONS                         |   |                                  |  |
| HOURS OF MEASUREMENT                      | 24x7 (except as otherwise maintained in the SMM)  |                                  |  |
| DAYS OF MEASUREMENT                       | 365 (366)   |                                  |  |
| MINIMUM SERVICE LEVEL                     | Maintained in Exhibit 3.1   |                                  |  |
| EXPECTED SERVICE LEVEL                    | Maintained in Exhibit 3.1   |                                  |  |
| ALGORITHM                                 | The calculation for this Service Level is the number of managed Devices with all required Security and Vulnerability Patches successfully implemented by Supplier during the Measurement Window, divided by the total number of managed Devices that should have received the Security and Vulnerability Patches during the Measurement Window. The result expressed as a percentage. |                                  |  |
| COLLECTION PROCESS                        | Our solution identifies required Software Patch levels as attributes of each CI within the CMDB. We require that the STS responsible for each Configuration Item (CI), hardware or software, provide updated CI data on a regular cadence, and in an electronic format, as agreed to and specified within the Service Management Manual.  |                                  |  |

|                                    |  |
|------------------------------------|--|
|                                    | We will process these datasets for introduction into the CMDB providing electronic notification of exceptions and exception reporting to VITA (information) and to the responsible STS for resolution. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.3.5 Corrective Action Plan for Identified Security Issues**

| SERVICE LEVEL NAME                                    |   | EXHIBIT 3.1 SECTION REFERENCE |
|---|---|-------------------------------|
| Corrective Action Plan for Identified Security Issues |   | 2.3.5                         |
| <b>SERVICE LEVEL TYPE</b>                             | Key Measurement   |                               |
| <b>CURRENTLY MEASURED</b>                             | Yes   |                               |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b>         | R   |                               |
| <b>METRIC DESCRIPTION</b>                             | This Service Level measures the Supplier’s timeliness to provide a corrective action plan for identified Security issues. |                               |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>             | Timeframe to provide a corrective action plan for identified Security issues is 30 days.                                  |                               |
| <b>METRIC EXCLUSIONS</b>                              |   |                               |
| <b>HOURS OF MEASUREMENT</b>                           | 24x7 (except as otherwise maintained in the SMM)  |                               |
| <b>DAYS OF MEASUREMENT</b>                            | 365 (366)   |                               |
| <b>MINIMUM SERVICE LEVEL</b>                          | Maintained in Exhibit 3.1   |                               |

|                                    |  |
|------------------------------------|--|
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | The calculation of the Service Level is the number of corrective action plans for identified Security issues produced within the timeframe, divided by the total number of corrective action plans required from Supplier within the Measurement Window.   |
| <b>COLLECTION PROCESS</b>          | Our approach identifies security issues requiring a corrective action plan as Problems. All issues designated as Problems are stored and tracked within Keystone Edge™ for their full life-cycle of activity. SAIC implemented automated workflow or VITA/MSI designation of problem records requiring Corrective Action Plans (CAP) trigger the routing of request for CAP to the appropriate STS or MSI entity. CAP requests are further tracked for completion within Keystone Edge™. Document templates for CAP are defined within the Service Management Manual hosted on SAIC’s CENTER™ system. Participants are required to utilize VITA approved templates for the documentation of CAP. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.3.6 Service Requests Open over 20 days past due**

| <b>SERVICE LEVEL NAME</b>                     | <b>EXHIBIT 3.1 SECTION REFERENCE</b> |  |
|---|--------------------------------------|--|
| Service Requests open over 20 days past due   | 2.3.6                                |  |
| <b>SERVICE LEVEL TYPE</b>                     | Key Measurement                      |  |
| <b>CURRENTLY MEASURED</b>                     | Yes                                  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b> | R                                    |  |



|   |   |
|---|---|
| <b>METRIC DESCRIPTION</b>                 | This Service Level measures the percentage of Service Requests that are Open past due for 20 or more days.  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b> | Service Requests for inclusion will be an agreed upon set, as specified in the SMM.   |
| <b>METRIC EXCLUSIONS</b>                  |   |
| <b>HOURS OF MEASUREMENT</b>               | N/A   |
| <b>DAYS OF MEASUREMENT</b>                | N/A   |
| <b>MINIMUM SERVICE LEVEL</b>              | Maintained in Exhibit 3.1   |
| <b>EXPECTED SERVICE LEVEL</b>             | Maintained in Exhibit 3.1   |
| <b>ALGORITHM</b>                          | <p>The calculation for this Service Level is the total number of Service Requests that remain Open 20 days past their respective due date, divided by the total number of Open Service Requests, with the result expressed as a percentage.</p> <p>An Open Service Request that has exceeded 20 days past due in the current Measurement Window is also carried forward into subsequent Measurement Windows until completely fulfilled; if it is fulfilled within twenty-eight (28) days of the subsequent Measurement Window, it is excluded from the subsequent Measurement Window; otherwise it is counted as failed to meet the committed timeframes in each subsequent Measurement Window's calculation until fulfilled.</p> |
| <b>COLLECTION PROCESS</b>                 | All Service Requests are recorded within Keystone Edge™ as a result of contacts via any channel (e.g. calls to the Service Desk, User request via the IT Services Portal, etc.) and are maintained for the full resolution life-cycle within this platform including the time-stamping of any change in status, assignment, or disposition.   |
| <b>REPORTING TOOLS</b>                    | Keystone Edge™  |
| <b>RAW DATA STORAGE (ARCHIVES)</b>        | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.   |
| <b>PERFORMANCE CATEGORY</b>               | Cross Functional  |
| <b>METRIC REPORTING</b>                   | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual   |

**2.3.7 Projects delivered on time and within budget**

| SERVICE LEVEL NAME                           |   | EXHIBIT 3.1<br>SECTION REFERENCE |
|--|---|----------------------------------|
| Projects delivered on time and within budget |   | 2.3.7                            |
| SERVICE LEVEL TYPE                           | Key Measurement   |                                  |
| CURRENTLY MEASURED                           | Yes   |                                  |
| SHARE TYPE and<br>CORRESPONDING METRIC(S)    | R   |                                  |
| METRIC DESCRIPTION                           | This Service Level measures the percentage of Projects managed by the PMO that are delivered on time and within budget.   |                                  |
| METRIC INCLUSIONS and<br>DATA SOURCES        | The list of managed Projects will be maintained by the PMO included in the Portfolio and Project Management Reporting System.   |                                  |
| METRIC EXCLUSIONS                            |   |                                  |
| HOURS OF MEASUREMENT                         | N/A   |                                  |
| DAYS OF MEASUREMENT                          | N/A   |                                  |
| MINIMUM SERVICE LEVEL                        | Maintained in Exhibit 3.1   |                                  |
| EXPECTED SERVICE LEVEL                       | Maintained in Exhibit 3.1   |                                  |
| ALGORITHM                                    | <p>The calculation for this Service Level is the total number of projects managed by the PMO that are delivered on time and within budget during the applicable Measurement Window, divided by the total number of projects managed by the PMO that should be delivered during the applicable Measurement Window, with the result expressed as a percentage.</p> <p>If a Project has not completed as planned within the Managed Window it is carried forward into subsequent Measurement Windows until completed; if it is completed within twenty-eight (28) days following, it is then excluded from the subsequent Measurement Window; otherwise, it is counted as failed to meet the Resolution Timeframes in each subsequent Measurement Window's calculation until completed.</p> <p>A Project fails this Service Level if the Project fails to deliver on the</p> |                                  |

|                                    |  |
|------------------------------------|--|
|                                    | agreed upon scope on the planned due date, or if the Project exceeded its budget. To prevent Projects from failing this Service Level, Supplier will submit an appropriate Project change request and receive its approval from VITA and applicable Customer in accordance with the SMM.                             |
| <b>COLLECTION PROCESS</b>          | Project schedules, milestones, and budgetary data are recorded within the Keystone Edge™ project and portfolio management modules, directly or by import from Microsoft Project, and are tracked and maintained, by portfolio, for the full project life-cycle within this platform from inception through closeout. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

**2.3.8 Devices reporting via electronic management tool**

| SERVICE LEVEL NAME                               | EXHIBIT 3.1 SECTION REFERENCE  |  |
|--|--|--|
| Devices reporting via electronic management tool | 2.3.8  |  |
| <b>SERVICE LEVEL TYPE</b>                        | Key Measurement  |  |
| <b>CURRENTLY MEASURED</b>                        | Yes  |  |
| <b>SHARE TYPE and CORRESPONDING METRIC(S)</b>    | R  |  |
| <b>METRIC DESCRIPTION</b>                        | This Service Level measures the percentage of managed Devices reporting via electronic management tool.  |  |
| <b>METRIC INCLUSIONS and DATA SOURCES</b>        | The complete inventory of managed Devices will be identified and maintained in the CMDB Inventory Records.<br><br>Additionally, if VITA or VITA Customer identifies any missing entries (e.g., a device in the environment reporting via electronic management tool) or an error attributed to a Service Tower |  |

|                                    |  |
|------------------------------------|--|
|                                    | Supplier, then the missing/erroneous record will be added to the statistical sample and will be counted as an inaccurate record.   |
| <b>METRIC EXCLUSIONS</b>           |  |
| <b>HOURS OF MEASUREMENT</b>        | N/A  |
| <b>DAYS OF MEASUREMENT</b>         | N/A  |
| <b>MINIMUM SERVICE LEVEL</b>       | Maintained in Exhibit 3.1  |
| <b>EXPECTED SERVICE LEVEL</b>      | Maintained in Exhibit 3.1  |
| <b>ALGORITHM</b>                   | The calculation for this Service Level is the total number of managed Devices reporting via electronic management tools that are correctly reporting during the applicable Measurement Window, divided by the total number of managed Devices that should be reporting during the applicable Measurement Window, with the result expressed as a percentage.  |
| <b>COLLECTION PROCESS</b>          | Our solution requires that STS responsible for a device Configuration Item (CI) subject to this SLA metric performs ongoing electronic monitoring of those CI via STS-provided tools, and posts Events (e.g., message indicating a unresponsive device) via MSI-provided web-service interface to Keystone Edge™ for correlation, Incident generation or inventory exception, tracking, and reporting. |
| <b>REPORTING TOOLS</b>             | Keystone Edge™   |
| <b>RAW DATA STORAGE (ARCHIVES)</b> | Keystone Edge™ stores data within an Oracle relational database accessible via the platform and via web-services queries.  |
| <b>PERFORMANCE CATEGORY</b>        | Cross Functional   |
| <b>METRIC REPORTING</b>            | <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi Annual  |

Virginia Information Technologies Agency



**Exhibit 3.2a**  
**Service Intervals**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |                                 |   |
|-----|---------------------------------|---|
| 1.0 | Private IP.....                 | 3 |
| 2.0 | Managed WAN .....               | 3 |
| 3.0 | Managed LAN .....               | 4 |
| 4.0 | MWLAN .....                     | 5 |
| 5.0 | Secure Gateway.....             | 5 |
| 6.0 | DDOS Shield.....                | 6 |
| 7.0 | UCCaaS SLED.....                | 7 |
| 8.0 | Secure Cloud Interconnect ..... | 7 |

## 1.0 Private IP

| Service Level Description   | Supplier Commitment<br>(In business days)                        |
|---|--|
| Interval to install a Dedicated US T1 Access Circuit  | 20 Business Days   |
| Interval to install a Dedicated US T3 Access Circuit  | 40 Business Days   |
| Change an existing Port's speed (assumes no change to local access speed)                                   | "Non-Dynamic Port 10 Business Days Dynamic Port 5 Business Days" |
| Add, Change or Delete a CoS speed or profile on an existing Port  | 10 Business Days   |
| Add, Change, Delete Communities of Interest for Inter-Enterprise/Multiple VPNs (includes VRF Table changes) | 10 Business Days   |

DS3 and above as well as Ethernet circuits often times require facility builds. For that reason, the install SLA on DS3 and Ethernet circuits is based on the Firm Order Commitment (FOC) date and not a predefined interval.

## 2.0 Managed WAN

| Change Type             | Objective        | Notes   |
|-------------------------|------------------|---|
| <b>Installation</b>     | 45 Business Days | The Managed WAN Installation SLA is defined as the period of time to install the Managed WAN at a Site. The SLA time period starts upon a receipt of a valid (i.e. in accordance with the defined SMM process) order and ends the date the Managed WAN service is up and operational and accepted by Supplier NOC at that site. |
| <b>Standard Change</b>  | 72 hours         |   |
| <b>Express Change</b>   | 12 hours         | Express Change requests will be performed between 7:00-17:00 Eastern Time, Monday through Friday. SLA clock only operates during the 7:00-17:00 Eastern Time timeframe  |
| <b>Emergency Change</b> | 4 hours          | Emergency Changes are changes requested by Customer's submission of a Priority 1 trouble ticket. Emergency Change requests will be performed 7x24x365   |
| <b>On Site MACD</b>     | 15 Business      |   |

|  |      |  |
|--|------|--|
|  | Days |  |
|--|------|--|

| Equipment and<br>MACD Type  | Coverage       | Timeframe        |
|-----------------------------|----------------|------------------|
| Data Remote Emergency       | 24x7           | 4 hours          |
| Data Remote Simple          | Business Hours | 1 Business Day   |
| Data Remote Complex         | Business Hours | 2 Business Days  |
| Data On-site Simple         | Business Hours | 3 Business Days  |
| Data On-site Complex        | Business Hours | 5 Business Days  |
| Data Device De-installation | Business Hours | 15 Business Days |
| Telephony Remote Emergency  | 24x7           | 4 hours          |

### 3.0 Managed LAN

| Change Type             | Objective        | Notes   |
|-------------------------|------------------|---|
| <b>Installation</b>     | 45 Business Days | The Managed WAN Installation SLA is defined as the period of time to install the Managed WAN at a Site. The SLA time period starts upon a receipt of a valid (i.e. in accordance with the defined SMM process) order and ends the date the Managed WAN service is up and operational and accepted by Supplier NOC at that site. |
| <b>Standard Change</b>  | 72 hours         |   |
| <b>Express Change</b>   | 12 hours         | Express Change requests will be performed between 7:00-17:00 Eastern Time, Monday through Friday. SLA clock only operates during the 7:00-17:00 Eastern Time timeframe  |
| <b>Emergency Change</b> | 4 hours          | Emergency Changes are changes requested by Customer's submission of a Priority 1 trouble ticket. Emergency Change requests will be performed 7x24x365   |
| <b>On Site MACD</b>     | 15 Business      |   |



|  |      |  |
|--|------|--|
|  | Days |  |
|--|------|--|

#### 4.0 MWLAN

| Change Type             | Objective        | Notes   |
|-------------------------|------------------|---|
| <b>Installation</b>     | 45 Business Days | The Managed WAN Installation SLA is defined as the period of time to install the Managed WAN at a Site. The SLA time period starts upon a receipt of a valid (i.e. in accordance with the defined SMM process) order and ends the date the Managed WAN service is up and operational and accepted by Supplier NOC at that site. |
| <b>Standard Change</b>  | 72 hours         |   |
| <b>Express Change</b>   | 12 hours         | Express Change requests will be performed between 7:00-17:00 Eastern Time, Monday through Friday. SLA clock only operates during the 7:00-17:00 Eastern Time timeframe  |
| <b>Emergency Change</b> | 4 hours          | Emergency Changes are changes requested by Customer’s submission of a Priority 1 trouble ticket. Emergency Change requests will be performed 7x24x365   |
| <b>On Site MACD</b>     | 15 Business Days |   |

#### 5.0 Secure Gateway

| Component      | Secure Gateway Service                           | Access Method  | Installation Time Standard  |
|----------------|--|--|---|
| Universal Port | Retail & Remote Office, Mobile User and Firewall | NA   | 20 Business days or fewer   |
| RRO CPE        | Retail & Remote Office                           | Verizon Internet Dedicated Service<br><br>Internet Broadband Service | 32 Business Days or fewer that includes Verizon Internet service activation |
| RRO CPE        | Retail & Remote Office                           | Existing Verizon or customer-provided                                | 20 Business   |

|  |  |                  |               |
|--|--|------------------|---------------|
|  |  | Internet Service | Days or fewer |
| <p>Service Installation time refers to the period of time to install the Universal Port and in the case of RRO, the RRO CPE at a site. The Installation SLA time period starts from the date Customer has taken all prerequisite steps for Installation as documented in the SMM and Verizon has received all required information to provide and bill the Secure Gateway Services, and ends when the Supplier NOC acceptance testing process has been successfully completed.</p> |  |                  |               |

## 6.0 DDOS Shield

| Change Type  | Objective        | Notes   |
|--|------------------|---|
| <b>Standard Setup</b>  | 10 Business Days | The Standard Setup objective is based upon (a) completion of the provisioning call with Customer and (b) Verizon’s acceptance of Customer’s configuration submission. Alterations of the Customer Deployment Survey will reset this Setup SLA time period.  |
| <b>Time to Mitigate - Customer activated BGP redirection</b> | 5 Minutes        | Verizon will mitigate any DDoS attack traffic to the traffic levels mutually agreed upon by Customer and Verizon during provisioning. This mitigation will ensure that no more than 5% of malicious attack traffic will be passed to Customer endpoint(s), based on the preconfigured, mutually agreed rules. |
| <b>Time to Mitigate - Phone activation</b>                   | 15 Minutes       | Verizon will perform Verizon activated BGP redirection of the Customer’s inbound traffic to Verizon DDoS Shield mitigation platform. Verizon will mitigate any DDoS attack traffic to the traffic levels mutually agreed upon by Customer and Verizon during provisioning. This mitigation will ensure        |
| <b>BGP Routing Change</b>                                    | 15 Minutes       | Verizon will announce Customer’s BGP route changes, for pre-configured IP ranges, to the Internet within 15 minutes after Verizon’s receipt of Customer’s request for such routing change.  |
| <b>Standard Configuration Change</b>                         | 24 Hours         | Verizon will perform a standard configuration change within 24 hours after (a) completion of the provisioning call with Customer and (b) submission of the Customer’s standard configuration change request via ticket, email or phone call to DDoS Operations and (c) Verizon’s                              |

|   |            |  |
|---|------------|--|
|   |            | acceptance of Customer’s configuration submission.   |
| <b>Active Mitigation Configuration Change</b> | 15 Minutes | During active mitigations Verizon will perform updates for pre-configured IP ranges within 15 minutes after Verizon’s acceptance of Customer’s configuration submission. |

**7.0 UCCaaS SLED**

| Change Type                  | Objective        | Notes   |
|------------------------------|------------------|---|
| <b>Installation</b>          | 45 Business Days |   |
| <b>MACD</b>                  | 72 hours         | Moves, Adds and Change Requests via a Verizon help desk request                     |
| <b>MACD – Password Reset</b> | 4 hours          | Verizon help desk request   |
| <b>On Site MACD</b>          | 9 Business Days  | Moves, Adds and Changes requiring services on customer premises. On site Labor only |

**8.0 Secure Cloud Interconnect**

| Change Request Type | Description   | Timeframe  |
|---------------------|---|--|
| <b>Regular</b>      | <p>A Regular Change Request (“RCR”) is a planned change to the topology of Customer’s infrastructure or security Rule Set that:</p> <ul style="list-style-type: none"> <li>involves changes to existing rules, or the creation of new rules or objects, in the Service Rule Set,</li> <li>involves creation of new hosts in the policy, and the host is part of a subnet that is already accessible and configured on the Serviced Device,</li> <li>involves allowing or disallowing traffic between existing hosts,</li> <li>involves a change to the application software, or</li> <li>involves changes to operating system settings, except for changes to IP addresses.</li> </ul> <p>Verizon reviews and accepts an RCR within 24 hours after submission. Verizon implements an accepted RCR</p> | <p>Accepted - ≤ 24 hours after request</p> <p>Implementation - During Maintenance Window</p> |

|                   |   |  |
|-------------------|---|--|
|                   | <p>in the next Maintenance Window, provided that the minimum time between submitting an RCR and its implementation is at least 48 hours. RCRs consume two Service Tickets.</p>  |  |
| <b>Major</b>      | <p>A Major Change Request may be needed in addition to an RCR. Such a change can be implemented subject to a separate agreement or at a mutually agreed number of Service Tickets under this Service Attachment. There are no SLA's for the implementation of a 'Major Change Request'. A Change Request is 'Major' when it involves any of the following:</p> <ul style="list-style-type: none"> <li>• More than ten simultaneous changes to a Rule Set,</li> <li>• Changes to the IP addresses of a designated Service Element,</li> <li>• A redesign of Customer's environment or infrastructure,</li> </ul> <p>Introduction of a new device or application in the infrastructure, changes estimated to require more time than available in a Maintenance Window, or configuring of a new site-to-site VPN tunnel on the Serviced Device (Only available for Internet firewall services). Verizon provides 'management' of up to 10 tunnels as part of the Firewall service. Major Change Requests do not include Availability or Health Monitoring for these tunnels. The first 10 tunnel configurations are included, but additional charges apply for &gt; 10 VPN tunnels. Supplier does not offer SLAs for the implementation of a Major Change Request since a site specific SOR is required.</p> | N/A  |
| <b>Fast Track</b> | <p>A 'Fast Track' Change Request is a planned or unplanned change that:</p> <ul style="list-style-type: none"> <li>• Impacts existing rules or the creation of new rules or objects in the Rule Set of the Serviced Device, as long as a maximum of three MSS Serviced Devices are involved.</li> <li>• Creates new hosts in the policy of the Serviced Element as long as the host is part of a subnet that is already accessible and configured on the Serviced Device.</li> <li>• Allows or disallows network traffic between existing hosts.</li> </ul> <p>A Fast Track Change Request consumes 6 Service</p>   | <p>Accepted - ≤ 4 hours after request</p> <p>Implementation - ≤ 36 hours after acceptance"</p> |

|                                    |  |  |
|------------------------------------|--|--|
|                                    | Tickets.   |  |
| <b>Urgent</b>                      | <ul style="list-style-type: none"> <li>An ‘Urgent’ Change Request (“UCR”) is an unplanned change which:</li> <li>Modifies existing rules or the creation of new rules and/or objects in the Rule Set of one MSS-Cloud service; or</li> <li>Involves changes that specify the required configuration setting and its new value.</li> </ul> <p>Customer will provide the following when submitting a UCR:</p> <ul style="list-style-type: none"> <li>Detailed information sufficient to allow Verizon to evaluate the request within the SLA target of ≤ 2 hours.</li> <li>Availability of an Authorized Contact by telephone to further clarify the UCR.</li> <li>Confirmation of Customer decisions made during phone calls with Verizon sent via Email to the Verizon SOC.</li> <li>UCRs consume eight Service Tickets.</li> </ul> <p>Customer acknowledges that a UCR gives Verizon less time to review and mitigate potential availability or security risks associated with the change request and, therefore, implementation of the UCR carries a higher degree of risk. Customer accepts all risks associated with a UCR when submitting such a request.</p> | <p>Accepted - ≤ 2 hours after request</p> <p>Implementation - ≤ 4 hours after acceptance</p> |
| <b>Verizon Initiated Emergency</b> | <p>Verizon may implement ‘Emergency Change Requests’ such as changing the Rule Set of the Service. Verizon may also disable Threat Signatures under the following circumstances:</p> <ul style="list-style-type: none"> <li>Verizon witnesses or is notified of a massive attack or of a virus/worm outbreak with the risk of flooding Customer’s infrastructure; or</li> <li>Verizon notes flooding that may be caused by changes in the topology of Customer’s infrastructure (e.g., rewiring, adding new subnets, new applications with new protocols, mis-configured Subordinate Devices); or</li> <li>If Verizon believes that changes to the Service Context submitted by Customer to Verizon are believed to influence a Rule Set. These changes may include adding, removing, or moving servers, adding new applications or web servers, and changes to Rule Sets in adjacent Customer managed devices.</li> </ul> <p>Verizon is authorized to make changes to the Service</p>   | N/A  |

|  |  |  |
|--|--|--|
|  | Element Rule Set and to disable Threat Signatures in emergencies and according to the procedures for Urgent Change Requests. |  |
|--|--|--|

Virginia Information Technologies Agency



**Exhibit 3.3**  
**Critical Deliverables**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|       |  |   |
|-------|--|---|
| 1.0   | Introduction.....  | 3 |
| 1.1   | Critical Deliverable Acceptance Process.....   | 3 |
| 2.0   | Recurring Critical Deliverables.....   | 3 |
| 2.1   | Service Improvement Plan.....  | 4 |
| 2.2   | Annual Technology Plan .....   | 4 |
| 2.3   | Annual Refresh and Currency Plan .....   | 4 |
| 2.4   | Annual Integrated Disaster Recovery Plan .....   | 5 |
| 2.5   | Integrated Capacity Plan .....   | 5 |
| 2.6   | Annual Security Plan.....  | 5 |
| 2.7   | Service Management Manual Currency – Quarterly Report.....                                   | 6 |
| 2.8   | Customer Satisfaction Measures – Results Report .....  | 6 |
| 2.9   | CMDB Reconciliation .....  | 6 |
| 2.10  | Service Catalog Accuracy Assessment.....   | 6 |
| 2.11  | Service Management Process Maturity Assessment and Plan.....                                 | 6 |
| 2.12  | Single Process Compliance Assessment .....   | 7 |
| 2.13  | Service Management Systems Implementation, Improvements Register, and Release Schedule ..... | 7 |
| 2.14  | Operating Level Agreements Improvements Register and Release Schedule .....                  | 7 |
| 2.15  | Training Plan .....  | 7 |
| 3.0   | One-Time Critical Deliverables .....   | 7 |
| 3.1   | Services Detailed Implementation Plan .....  | 7 |
| 3.2   | Services Implementation Readiness Plan.....  | 8 |
| 3.3   | Service Management Manual.....   | 8 |
| 3.3.1 | Service Management Manual Initial Draft .....  | 8 |
| 3.3.2 | Service Management Manual Final Document .....   | 8 |
| 3.4   | Service Performance and Reporting.....   | 8 |
| 3.5   | Initial Security Plan .....  | 8 |
| 3.6   | Initial Technology Plan.....   | 9 |
| 3.7   | Complete Asset Inventory and CMDB Data Population .....                                      | 9 |
| 3.8   | Service Catalog Request and Fulfillment Implementation .....                                 | 9 |
| 3.9   | Service Management Systems Implementation.....   | 9 |



## 1.0 Introduction

This Exhibit sets forth the Critical Deliverables as part of the Supplier's obligations under **Exhibit 3 (Reporting and Service Level Management)**. Supplier will comply with these and related requirements in **Exhibit 2.1 (Description of Services)**.

Credits and timing associated with the Critical Deliverables are set forth in **Exhibit 3.1 (Service Level Matrix)**.

### 1.1 Critical Deliverable Acceptance Process

A thorough deliverable acceptance process that addresses deficiencies as early as possible to minimize impacts to the Services is critical. The deliverable acceptance process will comply with Section 10 of the Agreement and be formally documented in the Service Management Manual.

VITA and ITISP Governance will review the Critical Deliverables throughout the phases of development. The Supplier shall review the expectations in advance so as to obtain acceptance of the final Deliverable within the Review Period. Feedback and suggestions received from VITA will be promptly incorporated into the Critical Deliverable.

Acceptance criteria for the Critical Deliverables are set forth in **Exhibit 2.4.1 (Implementation Milestones)**.

## 2.0 Recurring Critical Deliverables

This section sets out those Critical Deliverables that reoccur on a periodic basis. The Recurring Critical Deliverables are aligned with the scope as described in **Exhibit 2.2 (Description of Services-Cross Functional)**, which largely follow the ITIL Service Management Lifecycle phases as follows:

- Overall Service Processes, Systems, Integration
  - Service Management Manual Currency
  - Service Management Process Maturity Assessment and Plan
  - Single Process Compliance Assessment
  - Service Management Systems Implementation, Improvements Register, and Release Schedule
  - Operating Level Agreements Improvements Register, and Release Schedule
- Service Strategy
  - Annual Tech Plan
  - Annual Refresh and Currency Plan
- Service Design
  - Annual DR Test Plan
  - Integrated Capacity Plan

- Annual Security Plan
- Service Catalog Accuracy
- Service Transition
  - CMDB Reconciliation
  - Training Plan
- Service Operations
  - See Exhibits 3.0, 3.1, 3.2 Service Level Management
- Continual Service Improvement
  - Service Improvement Plan
  - Customer Satisfaction Measures

## 2.1 Service Improvement Plan

As a Critical Deliverable, on a quarterly basis, conduct end-to-end service reviews with representatives of relevant Service Tower Suppliers to assess required measurements and Service Improvement Plans (SIP). The content for the report must be in sync with a fully maintained Continual Service Improvement Register (CSIR) that records all identified improvement opportunities. Each opportunity should be categorized and prioritized then scheduled for implementation as approved by ITISP Governance. This includes reporting on progress in any Service Improvement Plan implementation.

## 2.2 Annual Technology Plan

The Supplier will successfully deliver a Technology Plan each calendar year. The Technology Plan will comply with the requirements of the Agreement and be approved by VITA. The Technology Plan shall be the basis for generation of implementation plans which will include schedules, dependencies and requirements for introduction of new technology changes, as well as acquisition, support, and retirement of software and hardware. The Technology Plan will include a report describing the status and achievements of implementation plans supported by previous Technology Plans.

## 2.3 Annual Refresh and Currency Plan

The Supplier will successfully delivery a Refresh and Currency Plan that addresses the refresh for all Equipment and currency for all Software for which requirements are provided in the Agreement.

The initial plan will place all Customer and Supplier Equipment on a Refresh cycle, with all Equipment to be refreshed within the cycle. For example, if the category of Equipment calls for a 5-year refresh cycle, then one-fifth of the Equipment will be refreshed annually such that all Equipment of that category is refreshed within 5-years.

The initial plan will also provide a schedule to upgrade Software to N/N-1 levels as established in the Technology Plan.

Subsequent submissions of the Refresh and Currency Plan, will include a report describing the refresh and currency status of all Equipment and Software.

## **2.4 Annual Integrated Disaster Recovery Plan**

The Supplier will successfully deliver a consolidated Disaster Recovery (DR) plan as an output of the IT Service Continuity Management process, and schedule tests in accordance with the requirements of the Agreement and approved by VITA. The DR Test Plan will include a schedule of all tests and Customer participation. The plan will include a report describing the status and achievements of previous DR Test Plans.

## **2.5 Integrated Capacity Plan**

Coordinate the creation, management and maintenance of Capacity Plans (including the Service Tower Capacity Plans) that reflect the current and future needs of the business, as agreed and documented within Service Levels, such that an Integrated Capacity Plan can be produced, maintained and updated on at least a quarterly basis unless otherwise specified by ITISP Governance.

The Integrated Capacity Plan will include, at a minimum:

- Goals, objectives, scope, and methods
- Current levels of resource utilization at the application, web, data, network, and infrastructure levels
- Current levels of availability average and peak
- Current levels of Service Tower Supplier service performance
- Forecast future requirements
- Assumptions and recommendations.

## **2.6 Annual Security Plan**

The Supplier will coordinate with the other Integrated Suppliers and deliver the Security Plan in accordance with the requirements of the Agreement and as approved by VITA. The Security Plan will include the self-verification report of Supplier's achievement of the VITA and VITA's Customer security requirements. The Security Plan will include, at a minimum:

- The results of any Security Incident Management response exercises
- The schedule of any planned Security Assessments, penetration tests or other Security verification activities
- Customer-specific security requirements and planned participation in security improvements and verification
- Changes in policy and processes in managing the Voice and Data Network environment; including updates to background check and other security clearance criteria
- A report describing the status and achievements of previous Security Plans.

## **2.7 Service Management Manual Currency – Quarterly Report**

The Supplier will provide for currency of the Policies and Procedures Manual until replaced with the Service Management Manual in accordance with the requirements of the Agreement. The Supplier will provide an annual schedule for reviewing and updating all sections of the Policies and Procedures Manual or Service Management Manual, as applicable. The Supplier will provide a quarterly report of the review findings which demonstrates the currency and accuracy of the Policy and Procedure Manual or Service Management Manual sections reviewed in that quarter, as applicable.

## **2.8 Customer Satisfaction Measures – Results Report**

The Supplier will successfully deliver the Customer satisfaction measures to determine the satisfaction of VITA and Customers with the MSI and Service Tower Supplier services. The Supplier will report on Customer satisfaction measures at least quarterly.

## **2.9 CMDB Reconciliation**

The Supplier will quarterly reconcile, validate, and report that appropriate relationships exist for all Customer Configuration Items (CI) in the CMS. The Supplier will ensure that CIs are properly mapped (e.g. application to server; application to business priority; application to DR priority) in order to support Service Level measurements and the delivery of the Services. Supplier will provide a report detailing the results of the above activities, and will produce Continual Service Improvement Register entries to resolve issues and report on progress to close open items.

## **2.10 Service Catalog Accuracy Assessment**

The Supplier will quarterly reconcile, validate, and report that the Service Catalog and Service Portfolio Service Management Systems are accurate and up-to-date in accordance with the SMM. Supplier will produce Continual Service Improvement Register entries to resolve issues and report on progress to close open items.

## **2.11 Service Management Process Maturity Assessment and Plan**

Supplier and VITA will perform process maturity assessments for VITA review and approval biannually. Assessments will use audit checklists against approved process documentation and score maturity using the Capability Maturity Model Integration (CMMI) organizational process improvement concepts. The scale ranges from 1 to 5 point scores.

1. Initial
2. Managed
3. Defined
4. Quantitatively Managed
5. Optimizing

The Supplier will produce and execute a plan for VITA approval to progress from baseline scores to a target level 5 for each Main Process by a deadline established by ITISP Governance.

## 2.12 Single Process Compliance Assessment

Ensure single processes exist across all operational areas for all Service Towers in order to eliminate redundancy in process inefficiency. Produce a quarterly Single Process Compliance Assessment & Continual Service Improvement Register (CSIR) entries with action plans and report progress towards closure.

## 2.13 Service Management Systems Implementation, Improvements Register, and Release Schedule

The Supplier is required to implement, manage and maintain Service Management Systems that support the ITISP. Supplier will produce an implementation schedule for modifications to the systems during and after the Implementation plan, and a quarterly release schedule indicating scope, priorities, and schedule performance regarding achieving the improvements.

## 2.14 Operating Level Agreements Improvements Register and Release Schedule

The Supplier is required to document an implementation schedule in the Continual Service Improvements Register and update it on a quarterly basis to establish and improve Operating Level Agreements (OLAs), and other supporting measures and controls with Service Tower Suppliers. Where Operating Level Agreements (OLAs) do not exist, Supplier will proactively work with Service Tower Suppliers, VITA, Customers and Third Party vendor(s) to deliver to the objectives and overall success of the ITISP. Supplier will also establish Operating Level Measures (OLMs), and other supporting measures and controls, to be approved by VITA, with Customers. Supplier will produce Continual Service Improvement Register (CSIR) entries with action plans and report progress towards closure.

## 2.15 Training Plan

The Supplier is required to provide a plan on a quarterly basis to achieve effective training on the ITISP (e.g., the purpose, activities, policies, procedures, tools, interfaces) for all stakeholders. Supplier will (i) provide on-going methods for training Supplier staff, other Service Tower Supplier(s), Customers and designated Third Party vendors on ITISP processes, procedures and tools and (ii) regularly provide guidelines, FAQs and access to appropriate tools to other Service Tower Supplier(s), Customers and authorized Third Party vendors to promote and reinforce the appropriate use of the ITISP processes, procedures and tools.

## 3.0 One-Time Critical Deliverables

This section sets out those Critical Deliverables that occur only once.

### 3.1 Services Detailed Implementation Plan

The Supplier will deliver a detailed plan that will address all implementation activities that will result in the successful completion of transition of Service Obligations from the Incumbent and the full delivery of the Services. Specific dates for such full delivery are to align with the dates defined under **Exhibit 2.4.1 (Implementation Milestones)**.

## 3.2 Services Implementation Readiness Plan

The Supplier will provide an Implementation Readiness Plan approximately thirty (30) days prior to the take-on of service obligations. The purpose and scope of such plans are to outline the specific tasks for completing the implementation of all Services and transition of those Services now provided by the Incumbent Supplier. Items to be addressed include staff employment status, billing process including detail for invoices, status of operating agreements between Suppliers, knowledge transfer programs, status of operations documentation, Service Management System status including service desk functions, and any other information needed to properly assess readiness for implementation of management and operations.

The Supplier will provide a checklist that details all activities and assigned owners required to implement the Services and the successful transition of obligations to the Supplier.

## 3.3 Service Management Manual

The Supplier will develop documentation in accordance with the requirements in the Agreement for the Service Management Manual.

The Supplier will deliver the Service Management Manual in two stages, the contents of each stage being jointly determined by VITA and the Supplier.

### 3.3.1 Service Management Manual Initial Draft

Supplier will provide an initial draft of the Service Management Manual to support the take-on of Services.

### 3.3.2 Service Management Manual Final Document

The Supplier will complete the final document of the Service Management Manual to support the take-on of Services.

## 3.4 Service Performance and Reporting

The Supplier will implement tools, processes, and other mechanisms to measure and report on the Supplier's performance at a level of detail sufficient to verify the Supplier's compliance with those reporting and Service Levels described in **Exhibit 3 (Reporting and Service Level Management)** and the requirements of the Agreement.

The Supplier will show the complete implementation of those reports and Service Levels that will begin with the Commencement of Services provided by the Supplier.

## 3.5 Initial Security Plan

The Supplier will successfully deliver an initial draft of the Security Plan that will address planned security for the Managed Environment, the Supplier Facilities, Software and Equipment deployment specifically for data and online security, annual security assessments and other standard security concepts for ensuring the safety, security and confidentiality of Commonwealth Data. This initial draft of the Security Plan will govern security activities and policies until the delivery of the first Annual Security Plan.

### **3.6 Initial Technology Plan**

The Supplier will successfully deliver an initial draft of the Technology Plan that will serve to guide technology implementations, Refresh and Software Currency activities, and other evolutions in technology before the delivery of the first Annual Technology Plan.

### **3.7 Complete Asset Inventory and CMDB Data Population**

The Supplier will provide to VITA all the inventory and relationship mapping data of Equipment, Software, and related information items and services provided in the support of the Services whether deployed at Customer Sites or at Supplier locations. The Supplier will create an initial CMDB that properly represents all items.

The Supplier will ensure that CIs are properly mapped (e.g. application to server; application to business priority; application to DR priority) and updated in the CMDB in order to support Service delivery processes and service level measurements.

The Supplier will accomplish the completion of the CMDB and any necessary reconciliation or true up, in cooperation with the VITA, for support of the Services being provided and the Commencement of Services by the Supplier.

### **3.8 Service Catalog Request and Fulfillment Implementation**

The Supplier will provide for a Service Catalog that includes functionality to provision all services provided by the ITISP. The Service Catalog will incorporate automated approval workflow in accordance with the Service Management Manual.

### **3.9 Service Management Systems Implementation**

Each Service Management System shall be implemented to meet VITA-approved requirements defined during the Implementation phase.

Virginia Information Technologies Agency



**Exhibit 3.4**  
**Reports Matrix**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836



## Table of Contents

|     |   |    |
|-----|---|----|
| 1.0 | Introduction .....                      | 3  |
| 2.0 | Cross Functional Services Reports ..... | 3  |
| 3.0 | Tower Specific Services Reports .....   | 48 |
| 4.0 | Administrative Services Reports .....   | 51 |

## 1.0 Introduction

This Exhibit contains a summary description of the format, content, and frequency of key reports required by VITA. This Exhibit may not include all reports currently provided by the In-Scope organizations or otherwise requested or required pursuant to the Agreement. However, the Supplier is required to provide any and all such reports regardless of their inclusion in this Exhibit.

The Supplier will continue to work with VITA to determine any key reports required as part of the Agreement.

Verizon Agrees and will comply.

## 2.0 Cross Functional Services Reports

| Report Category    | Report Name                      | Description  | KPI Examples   | Frequency   |
|--------------------|----------------------------------|--|--|---|
| Project Management | Weekly Project Management Report | <p>Report on the status of all open projects and projects closed during the week.</p> <p>Report the status of each project to the requestor on a periodic basis as agreed with the requestor.</p>  | <ul style="list-style-type: none"> <li>• Number of Projects (e.g., new, completed, in progress)</li> <li>• Risks and Issues – open and closed</li> <li>• Schedule, scope and budget status – actual vs. estimated</li> <li>• Overall status</li> </ul> | <p>Weekly; no later than the last Business Day of the week after the measurement period</p> <p>Ad hoc and/or Portal</p>                       |
| Project Management | Project Management Performance   | <p>Report related to project and project management performance including:</p> <ul style="list-style-type: none"> <li>• Project performance to schedule (major milestones and completion)</li> <li>• Project performance to budget</li> <li>• Major Project Issues</li> <li>• Major Project changes</li> </ul> | <ul style="list-style-type: none"> <li>• Number or percentage of projects on schedule and on budget (actual vs. planned)</li> <li>• Assessment of value delivered for completed projects (actual vs. planned)</li> </ul>                               | <p>Monthly; no later than the last Business Day of the first week following the end of the measurement period</p> <p>Ad hoc and/or Portal</p> |

| Report Category    | Report Name                       | Description  | KPI Examples  | Frequency   |
|--------------------|-----------------------------------|--|---|---|
|                    |                                   |  | <ul style="list-style-type: none"> <li>• Post implementation reviews conducted and results of same</li> </ul>   |   |
| Project Management | Project Slippage Report           | Report related to projects not currently meeting their task deadlines and milestone dates, or that are over budget: <ul style="list-style-type: none"> <li>• Project performance to schedule (major milestones and completion)</li> <li>• Project performance to budget</li> </ul> | <ul style="list-style-type: none"> <li>• Number of projects behind scheduled or over budget</li> </ul>  | Monthly; no later than the last Business Day of the week after the measurement period (i.e., the report for the month of July is due no later than the end of the first week in August)<br><br>Ad hoc and/or Portal |
| Strategy Analysis  | Internal Strengths and Weaknesses | Review of internal strengths and weaknesses through an internal analysis.  | Internal analysis should include the following: <ol style="list-style-type: none"> <li>a.) Existing service analysis (operational and planned services)</li> <li>b.) Cost of services and ROIs (if applicable)</li> <li>c.) Efficiency and effectiveness of day-to-day operations</li> <li>d.) Existing resources and capabilities</li> <li>e.) Existing and planned projects</li> <li>f.) Organization’s business</li> </ol> | Annual full review with quarterly incremental updates based on changing conditions.   |

| Report Category   | Report Name                        | Description  | KPI Examples  | Frequency   |
|-------------------|------------------------------------|--|---|---|
|                   |                                    |  | strategy<br>1) g.) Existing technologies  |   |
| Strategy Analysis | External Opportunities and Threats | Analyze the opportunities and threats and how they will develop in the future. | The external analysis should include the following:<br>a.) Customers (who the customers are and what challenges they are facing)<br>b.) Partners (who the partners are and what their strengths and weaknesses are)<br>c.) Competitors (how the competitors have differentiated themselves and whether they have found a more cost-effective way of doing things)<br>d.) Political factors (how the current practices are impacted by political changes)<br>e.) Economic factors (what the economic forecast is and how it will impact the current situation)<br>f.) Technology trends (How technological innovation will affect the IT service providers' products, services, or operations)<br>g.) Legal, regulatory, and legislative requirements (how | Annual full review with quarterly incremental updates based on changing conditions. |

| Report Category   | Report Name      | Description  | KPI Examples   | Frequency   |
|-------------------|------------------|--|--|---|
|                   |                  |  | new legislations impact the way service providers conduct business)<br>h.) Industry benchmarks   |   |
| Strategy Analysis | Market Spaces    | Document current and new market spaces that were identified during the internal and external assessment. | <ul style="list-style-type: none"> <li>• Unserved or underserved market spaces</li> <li>• Market spaces best served by the current service assets</li> <li>• Market spaces to avoid with the existing service assets</li> <li>• Investment priorities based on the service providers’ potential to service the market space</li> <li>• Strengths, weaknesses, opportunities, and threats in each market space</li> </ul> | Annual full review with quarterly incremental updates based on changing conditions. |
| Strategy Analysis | Strategy Success | The success of the strategy should be measured from a number of different points of view.                | <ul style="list-style-type: none"> <li>• Business outcome</li> <li>• Service management processes (see other reports in this Exhibit)</li> <li>• Performance of services and deviations from forecasted results</li> <li>• Organizational learning</li> <li>• Plans (time and budget)</li> <li>• Effectiveness of identified patterns of actions</li> <li>• Adherence to policies</li> </ul>                             | Annual full review with quarterly incremental updates based on changing conditions. |

| Report Category        | Report Name                   | Description   | KPI Examples  | Frequency |
|------------------------|-------------------------------|---|---|-----------|
|                        |                               |   | <ul style="list-style-type: none"> <li>ROI targets for each service</li> </ul>  |           |
| IT Technology Planning | Technology Advances           | Report related to new technology advances and evolutions applicable to the ITISP environment (uses data from MSI and Service Tower Suppliers) | <ul style="list-style-type: none"> <li>Timely development of new services to meet the business objectives</li> <li>Percentage or number of strategic objectives that are met</li> </ul> | Annual    |
| IT Technology Planning | Regulatory Issues and Changes | Report and analysis of regulatory issues and changes that could affect the ITISP environment directly or indirectly                           | <ul style="list-style-type: none"> <li>Issues and changes opened, stoplight status, escalated, and closed</li> </ul>  | Annual    |
| IT Technology Planning | Software Life                 | Report on upcoming software releases and end-of-support dates for ITISP Software  | <ul style="list-style-type: none"> <li>Issues and changes opened, stoplight status, escalated, and closed</li> </ul>  | Quarterly |
| IT Technology Planning | Software Licensing            | Report on ITISP Software license renewal dates  | <ul style="list-style-type: none"> <li>Issues and changes opened, stoplight status, escalated, and closed</li> </ul>  | Monthly   |
| Financial Management   |                               | Refer to Section 4 of this Exhibit.   | 2)  |           |

| Report Category              | Report Name                       | Description   | KPI Examples   | Frequency              |
|------------------------------|-----------------------------------|---|--|------------------------|
| Service Portfolio Management | Portfolio: Potential Improvements | Report on potential improvements to the portfolio of Tower Services, gathered from Service Towers Suppliers and including Customer feedback | <ul style="list-style-type: none"> <li>• Number of incidents caused by inaccurate or incomplete service packages</li> <li>• Number of changes made to service packages and SLPs after baseline/approval</li> <li>• Number of service portfolio audits/reviews conducted (actual vs. planned)</li> <li>• Number of differences discovered between actual and documented services (related to retired services, operational services, and planned services)</li> </ul> | Quarterly              |
| Service Portfolio Management | Portfolio: Completed Improvements | Report on all ITISP Service updates, additions or other changes   | <ul style="list-style-type: none"> <li>•</li> </ul>  | in accordance with SMM |
| Service Portfolio Management | Portfolio: Pipeline priorities    | View of top 20 services in the process of proposal, design, approval, transition to operations or transition out of operations.             | <ul style="list-style-type: none"> <li>• Status of each and next steps, owner, date targets, issues. Refer to VITA service Portfolio &amp; Lifecycle Management process.</li> </ul>  | Monthly                |

| Report Category      | Report Name               | Description  | KPI Examples   | Frequency |
|----------------------|---------------------------|--|--|-----------|
| Demand Management    | Tower Service Consumption | Report on predicted and actual consumption of Tower Services. Include patterns of business activity, identify trends and risks that may cause demand to exceed available Tower Service capacity  | <ul style="list-style-type: none"> <li>• Percentage of User Profiles(UP) and Patterns of Business Activity (PBAs) that are defined for each service, and those that are inaccurate</li> <li>•</li> </ul> | Monthly   |
| Demand Management    | Tower Service Consumption | Report that tracks and analyzes patterns of business activity and Tower Service consumption history on an annual and seasonal basis  | <ul style="list-style-type: none"> <li>• Percentage of PBAs that have been translated into work load information by capacity management</li> <li>• Customer satisfaction</li> </ul>                      | Quarterly |
| Complaint Management | Complaint Tracking        | <p>Automated report of Complaints from Customers regarding MSI, STS, Third Party Vendor, etc. as designated by VITA. Information on each complaint will contain, at a minimum:</p> <ul style="list-style-type: none"> <li>• User name and business unit of Customer submitting the Complaint</li> <li>• Complaint ID</li> <li>• Complaint description</li> <li>• Date of complaint</li> <li>• Time of complaint</li> <li>• Source of complaint (department, function, and individual name)</li> <li>• Nature of complaint</li> <li>• Impact, urgency, and priority</li> <li>• Reference</li> <li>• Validation comments</li> <li>• Received and validated by</li> <li>• Actions taken (if any)</li> </ul> | <ul style="list-style-type: none"> <li>• Percentage reduction in the number of complaints</li> <li>• Percentage reduction in the number of escalations</li> </ul>  | Monthly   |



| Report Category      | Report Name                 | Description   | KPI Examples  | Frequency               |
|----------------------|-----------------------------|---|---|-------------------------|
|                      |                             | <ul style="list-style-type: none"> <li>Resolution date</li> </ul>                                       |   |                         |
| Complaint Management | Open Complaint Status       | Report on status of corrective actions taken to address open complaints                                 | <ul style="list-style-type: none"> <li>Complaints open, stoplight status, escalated, and closed with customer agreement</li> </ul>  | Ad hoc, monthly summary |
| Feedback             | Customer Feedback (General) | Report of all feedback given by Customers   | <ul style="list-style-type: none"> <li>Percentage of business requirements that are documented and signed off</li> <li>Improvement in customer satisfaction levels</li> </ul>   | Monthly<br>Ad hoc       |
|                      |                             | Process durations, status, and volume report  | <ul style="list-style-type: none"> <li>Priority ranking, open requests by lifecycle step, stoplight status, escalated, risks, issues, and closed with customer agreement</li> </ul>                                       | Ad hoc, monthly         |
|                      |                             | Report the use and frequency of non-standard alternative solution designs to VITA and ITISP Governance. | <ul style="list-style-type: none"> <li>Services by type, counts, reasons for not using standard alternatives, open requests by lifecycle step, stoplight status, escalated, and closed with customer agreement</li> </ul> |                         |
| Process monitoring   | Process                     | Process effectiveness and satisfaction KPIs   | <ul style="list-style-type: none"> <li>Reduction in the number of subsequent revisions of the content of SDPs (accuracy)</li> <li>Percent increase in the number of successful new or changed services in</li> </ul>      |                         |

| Report Category     | Report Name                    | Description   | KPI Examples   | Frequency       |
|---------------------|--------------------------------|---|--|-----------------|
|                     |                                |   | terms of outcomes, quality, cost, and timeliness <ul style="list-style-type: none"> <li>• Customer satisfaction score for each new or changed service</li> <li>• Percent increase in the number of transitioned services that consistently achieved the agreed-upon service level targets</li> </ul> |                 |
| Service Fulfillment | Service Fulfillment Benchmarks | Report on the fulfillment of Service Requests and Service Catalog orders to identify: <ul style="list-style-type: none"> <li>• Benchmark information (including, but not limited to cost, hours, fulfillment time) for expectation setting with Customers</li> <li>• Misaligned incentives of Service Towers and orders and requests from Customers</li> <li>• Standard delivery times for Standard Services and Standard Solutions.</li> </ul> | <ul style="list-style-type: none"> <li>• </li> </ul>   |                 |
| Process monitoring  | Process                        | Process effectiveness and satisfaction KPIs   | <ul style="list-style-type: none"> <li>• Number of services defined in the service portfolio</li> <li>• Percentage increase in the number of services defined and managed in the service catalog</li> <li>• Differences discovered between the defined</li> </ul>                                    | Ad hoc, monthly |

| Report Category                                   | Report Name  | Description   | KPI Examples   | Frequency |
|---|--|---|--|-----------|
|   |  |   | service catalog and reality (in terms of services and attributes) <ul style="list-style-type: none"> <li>• Business awareness of the service catalog (survey)</li> <li>• Percentage of services that have documented risks</li> </ul>  |           |
|   | OLM Performance  | Report on the performance of Operating Level Measures (OLM) as established with Customers to VITA and ITISP governance. | <ul style="list-style-type: none"> <li>•</li> </ul>  |           |
| Continual Process Improvement Plan Implementation | Implemented Service Improvements   | Progress on implementing Service Improvement Plans.   | <ul style="list-style-type: none"> <li>• Percentage of service improvements implemented (process improvements implemented vs. service improvements planned)</li> </ul>   |           |
| Process monitoring                                | Process, in addition to Exhibit 3 Reporting and Service Level Management | Process effectiveness and satisfaction KPIs   | <ul style="list-style-type: none"> <li>• Number or percentage of SLA targets met</li> <li>• Number or percentage of SLA targets missed</li> <li>• Percentage increase/decrease in the customer satisfaction rating</li> <li>• Percentage increase/decrease in the number of customer complaints</li> <li>• Percentage of the total IT</li> </ul> |           |

| Report Category | Report Name                         | Description  | KPI Examples   | Frequency |
|-----------------|-------------------------------------|--|--|-----------|
| Availability    | Outage report – All Towers          | Report on all outages, including impact assessments, root causes, related known errors/issues  | services covered in the SLA <ul style="list-style-type: none"> <li>• Percentage of incidents caused by existing problems or known errors</li> <li>• Mean Time To Restore Service (minutes)</li> <li>• Critical time failure (minutes); i.e., system unavailability during critical times</li> <li>• Percent reduction in critical time failures</li> </ul>   | Monthly   |
| Availability    | Current and Historical Availability | Report on current and historical availability metrics with a 12 month rolling forecast. Report will include: <ul style="list-style-type: none"> <li>• Mean time between failures</li> <li>• Service Availability and Unavailability for Business Functions.</li> <li>• Major Availability incidents (including impact)</li> <li>• Service Outage Reports</li> <li>• Planned versus actual downtime</li> <li>• Customer complements and complaints, related to availability and quality of service</li> </ul> | <ul style="list-style-type: none"> <li>• Percentage of incidents that were resolved without impacting business</li> <li>• Percentage of events indicating availability issues</li> <li>• Number of major incidents for each IT service</li> <li>• Percentage of problems resolved within SLA</li> <li>• Number of repeated incidents (by service)</li> <li>• Percent reduction in the unavailability of IT services and IT infrastructure components</li> <li>• Percent increase in the</li> </ul> |           |

| Report Category     | Report Name                                 | Description  | KPI Examples   | Frequency  |
|---------------------|---|--|--|--|
|                     |   |  | reliability of services and components <ul style="list-style-type: none"> <li>• Percent reduction in revenue due to unavailability</li> <li>• Reduction in service outages (as a result of using the CMDB to identify impact)</li> </ul> |  |
| Business Continuity | Customer Summary                            | Report consisting of: <ul style="list-style-type: none"> <li>• Customer name, Point of Contact, Locations, other relevant Customer data</li> <li>• Single Point of Contact for MSI, Tower Suppliers, VITA for that Customer</li> <li>• Mission Essential Functions, Primary and Secondary Business Functions, RTO and RPO for each Business Function</li> <li>• Service Configuration Items mapped to Business Functions</li> <li>• Defined recovery activities</li> <li>• Other dependencies</li> <li>• Dates that information was last updated or validated by Customer</li> </ul> | <ul style="list-style-type: none"> <li>• </li> </ul>   | On Demand  |
| Business Continuity | Disaster Recovery Test, preliminary results | Report that includes preliminary results of disaster recovery tests, including: <ul style="list-style-type: none"> <li>• Customer, related Mission Essential Functions and Business Functions, Systems tested (specific</li> </ul>   | <ul style="list-style-type: none"> <li>• Delay in ITSCM testing (against the schedule)</li> </ul>  | Within 7 days of disaster recovery test execution (or scheduled date if test was not executed) |

| Report Category     | Report Name                            | Description  | KPI Examples  | Frequency |
|---------------------|--|--|---|-----------|
|                     |  | servers, applications, networks, etc.) <ul style="list-style-type: none"> <li>• Tests performed</li> <li>• Test not performed, including reason for test not being done</li> <li>• Results achieved</li> <li>• Preliminary comparison of the results to the measures and goals identified in the respective IT Service Continuity plans</li> </ul>   |   |           |
| Business Continuity | Disaster Recovery Test, formal results | Report that includes detailed results of disaster recovery tests, including: <ul style="list-style-type: none"> <li>• Customer, related Mission Essential Functions and Business Functions, Systems tested (specific servers, applications, networks, etc.)</li> <li>• Tests performed</li> <li>• Test not performed, including reasons for test not being done</li> <li>• Results achieved</li> <li>• Comparison of the results to the measures and goals identified in the respective IT Service Continuity plan</li> <li>• Feedback from Users as to the adequacy of continuity for their respective areas</li> <li>• Feedback from Service Towers as to the adequacy of IT Service Continuity Plan, test execution, Customer’s expectations, etc.</li> </ul> | <ul style="list-style-type: none"> <li>• Delay in ITSCM testing (against the schedule)</li> </ul> |           |

| Report Category     | Report Name       | Description   | KPI Examples  | Frequency                               |
|---------------------|-------------------|---|---|---|
|                     |                   | <ul style="list-style-type: none"> <li>Plan and schedule, agreed with all Service Towers, to remediate any IT Service Continuity issues identified during testing</li> </ul>  |   |   |
| Business Continuity | BCP: Gap Analysis | Results of gap analyses, performed at request of VITA or Customers, of the Integrated IT Service Continuity Plan against good industry practice (e.g. Business Continuity Institute <a href="http://www.thebci.org">www.thebci.org</a> ) and Customer's recovery objectives and requirements. | <ul style="list-style-type: none"> <li></li> </ul>  | On demand<br><br>Available on dashboard |
| Process monitoring  | Process           | Process effectiveness and satisfaction KPIs   | <ul style="list-style-type: none"> <li>Number or percentage of services not covered in the ITSCM plan</li> <li>Delay in ITSCM testing (against the schedule)</li> <li>Number of audit gaps found in the ITSCM process</li> <li>Overall reduction in the risk and impact of the possible failure of IT services</li> </ul> |   |
|                     | Capacity Analysis | Report that identifies Capacity problems. Includes current resource utilization, trends, forecasts, and exceptions (including those provided by the Service Tower Suppliers).   | <ul style="list-style-type: none"> <li>Report all KPI's associated and actions to take in response to the current metrics</li> </ul>  | Monthly                                 |
| Process monitoring  | Process           | Process effectiveness and satisfaction KPIs   | <ul style="list-style-type: none"> <li>Percentage reduction in business disruptions caused by a lack of adequate IT capacity</li> <li>Percentage reduction in the number of SLA breaches</li> </ul>   | Monthly                                 |

| Report Category | Report Name                      | Description  | KPI Examples   | Frequency   |
|-----------------|----------------------------------|--|--|---|
|                 |                                  |  | <ul style="list-style-type: none"> <li>• Accuracy of forecasts of actual expenditure vs. planned expenditure (capacity related)</li> <li>• Number of incidents related to capacity</li> <li>• Number of unplanned purchases of capacity- and performance-related hardware</li> </ul> |   |
|                 | Capacity Plan                    | Annual Capacity Plan that includes all STS's   | <ul style="list-style-type: none"> <li>•</li> </ul>  | Annually  |
|                 | Security Assessment Report       | Report on compliance of services and systems with VITA Rules. Includes remediation steps for non-compliant services or systems. (See Section 4.7.2 Security Assessments in Exhibit 2.1). | <ul style="list-style-type: none"> <li>• Percentage increase/decrease in the number of non-conformances of the information security policies (audit related)</li> <li>• Percentage increase in SLA conformance (related to information security)</li> </ul>                          | As specified in SMM<br><br>Available on dashboard (most recent) |
|                 | Applicable Security Requirements | Report available to each Customer detailing the Security Requirements that are being applied to the Customer's systems.  | <ul style="list-style-type: none"> <li>•</li> </ul>  | On demand<br><br>Available on dashboard                         |



| Report Category | Report Name                                    | Description   | KPI Examples  | Frequency   |
|-----------------|--|---|---|---|
|                 | Security Clearance Status Review               | Report on results of monthly assurance reviews to determine that all Supplier and Service Tower Supplier staff allocated to Customer’s services have up-to-date security clearance, including background checks in compliance with Customer policies. | <ul style="list-style-type: none"> <li></li> </ul>  | Monthly<br>Ad Hoc   |
|                 | Security Remediation Status Reports            | Current status of all on-going, security-related work and identified actions(e.g., from POAMs)  | <ul style="list-style-type: none"> <li>Number of improvements (security related) planned and implemented</li> </ul> | As specified in SMM<br><br>Available on dashboard (most recent)         |
|                 | Emerging Threats                               | Report that highlights emerging threats and the status of known risks.  | <ul style="list-style-type: none"> <li></li> </ul>  |   |
|                 | Security Incidents Summary                     | Report of Security Incidents that occurred  | <ul style="list-style-type: none"> <li>Percentage increase/decrease in security incidents/breaches</li> </ul>       | Monthly   |
|                 | Security Incident Management Response          | Detailed information on the Security Incident Management response for each Security Incident  | <ul style="list-style-type: none"> <li></li> </ul>  | As specified in SMM<br><br>Available on dashboard (current and history) |
|                 | Risk Monitoring, Identification and Assessment | Report includes: <ul style="list-style-type: none"> <li>Risks, including the service impact assessment, arising from the activities of the Supplier and Service Tower Suppliers in the delivery of the end-to-end</li> </ul>                          | <ul style="list-style-type: none"> <li></li> </ul>  |   |

| Report Category | Report Name                | Description   | KPI Examples  | Frequency |
|-----------------|----------------------------|---|---|-----------|
|                 |                            | services.<br><ul style="list-style-type: none"> <li>• Trends, changes and emerging risks</li> </ul>   |   |           |
|                 | Risk Mitigation Activities | Report on activities of the Supplier and Service Tower Suppliers to address any control weaknesses identified in the assurance activities detailed in Section 4.8 of Exhibit 2.1).  | <ul style="list-style-type: none"> <li>•</li> </ul> |           |
|                 | Formal Risk Assessment     | Report will, at a minimum, include: <ul style="list-style-type: none"> <li>• Assets                             <ul style="list-style-type: none"> <li>• Asset name</li> <li>• Asset category</li> <li>• Asset owner</li> </ul> </li> <li>• Risk assessment                             <ul style="list-style-type: none"> <li>• Risk analysis (threats and vulnerabilities)</li> <li>• Business impact</li> <li>• Likelihood</li> <li>• Risk evaluation</li> </ul> </li> <li>• Risk treatment (controls)                             <ul style="list-style-type: none"> <li>• Risk appetite</li> <li>• Risk mitigation</li> </ul> </li> </ul> Controls <ul style="list-style-type: none"> <li>• Risk residual</li> </ul> | <ul style="list-style-type: none"> <li>•</li> </ul> |           |
|                 |                            |   | <ul style="list-style-type: none"> <li>•</li> </ul> |           |

| Report Category          | Report Name                              | Description   | KPI Examples   | Frequency   |
|--------------------------|--|---|--|---|
| Issues Management        | Services Issues Report                   | Status of major pending issues, Status of Improvement Action Plans, Report of major changes to the environment having an unforeseen impact on costs or utilization                  | <ul style="list-style-type: none"> <li>• Number of issues for each IT service tower</li> <li>• Percentage of issues resolved</li> </ul>  | Weekly; no later than the last Business Day of the week after the measurement period (i.e. the report for the first week of July is due no later than the last Business Day of the second week of July)<br><br>Ad hoc |
| Service-Level Management | Monthly Service Level Performance Report | Comparison of actual results vs. Service Level requirements as prescribed in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b>                                       | <ul style="list-style-type: none"> <li>• Number or percentage of SLA targets met</li> <li>• Number or percentage of SLA targets missed</li> <li>• Percentage increase/decrease in the customer satisfaction rating</li> <li>• Percentage increase/decrease in the number of customer complaints</li> </ul> | Monthly; on or before the 20th of the month following the measurement period (i.e. July measurement report will be due no later than the 20th Day of August)  |
| Incident Management      | Open Incident Report                     | Report that provides a summary of all open Severity Level 1, 2, 3 and 4 Incidents and details for Severity Level 1 and 2 service affecting occurring in the previous 24-hour period | <ul style="list-style-type: none"> <li>• Percentage of incidents resolved by service desk in the previous 24-hour period</li> </ul>  | Daily; for review in the daily operational review meetings of the events in the previous 24-hour period   |

| Report Category     | Report Name                        | Description   | KPI Examples  | Frequency   |
|---------------------|------------------------------------|---|---|---|
| Incident Management | Monthly Incident Management Report | Trending and Categorization Reports for all incidents which include: days open by severity, trends by top closing codes, trends by VITA customer, etc.                                  | <ul style="list-style-type: none"> <li>• Mean time to resolve incidents</li> <li>• Percentage of incidents resolved by service desk</li> <li>• Percentage of incidents incorrectly assigned</li> <li>• Percentage of incidents reopened</li> <li>• Number of major incidents for each IT service</li> <li>• User satisfaction survey score - incidents</li> <li>• Number of incidents incorrectly categorized</li> </ul>        | Monthly; on or before the 15th Business Day of the month following the measurement period   |
| Problem Management  | Root Cause Analysis (RCA) Report   | <p>Details of the results of each Root-Cause Analysis (RCA) performed by VITA or Supplier</p> <p>Includes the nature of the incident and plans to prevent or avoid future incidents</p> | <ul style="list-style-type: none"> <li>• Percentage of incidents reduced due to elimination of root cause</li> <li>• Percentage of incidents closed by first line support using the KEDB</li> <li>• Percentage of accuracy of the KEDB (from database audits)</li> <li>• Number of repeated incidents (by service)</li> <li>• Percentage of problems resolved within SLA</li> <li>• User satisfaction ratings - RCSs</li> </ul> | Within 8 business days of the associated problem and Monthly summary of outstanding RCAs due the 15th Business Day of the following month |

| Report Category          | Report Name                                  | Description   | KPI Examples  | Frequency  |
|--------------------------|--|---|---|--|
| Availability Management  | Availability Reports                         | A variety of reports necessary to depict the availability of the MSI infrastructure and where specific VITA Customer reporting related to availability is currently reported, continuing that reporting | <ul style="list-style-type: none"> <li>• Mean Time To Restore Service (minutes)</li> <li>• Critical time failure (minutes); i.e., system unavailability during critical times</li> <li>• Percent reduction in the unavailability of IT services and IT infrastructure components</li> </ul>   | Monthly; on or before the last Business Day of the month following the measurement period (i.e. July measurement report will be due no later than the last Business Day of August) |
| Request Management       | Request Management Performance Report        | Monthly report of Service Requests including acknowledgement, scheduling, request completion, past due requests, etc.   | <ul style="list-style-type: none"> <li>• Percentage of service requests completed within SLA</li> <li>• Number of service requests recorded for a specific period</li> <li>• Mean time taken to handle service requests</li> <li>• Average costs per request fulfillment</li> <li>• Percentage of self-service requests compared to total number of service requests</li> <li>• User satisfaction score for handling of service requests</li> </ul> | Monthly; no later than the 15th Business Day of the month after the measurement period   |
| Configuration Management | Configuration Management Performance Reports | Report related to updates and profile of the Configuration Management Database  | <ul style="list-style-type: none"> <li>• Percentage of CIs that are not included in the CMS compared to the actual CI in the IT infrastructure</li> <li>• Number of unauthorized configurations found during</li> </ul>   | Quarterly; on or before the last Business Day of the month following the measurement period (i.e. July measurement   |

| Report Category     | Report Name                      | Description   | KPI Examples  | Frequency  |
|---------------------|----------------------------------|---|---|--|
|                     |                                  |   | <ul style="list-style-type: none"> <li>audits</li> </ul>  | report will be due no later than the last Business Day of August)  |
| Asset Management    | Asset Management Reports         | Asset Management report that provide a profile of resources utilized in delivery of services.   | <ul style="list-style-type: none"> <li>Number of issues and incidents related to assets (e.g., licenses)</li> </ul>   | Quarterly; on or before the last Business Day of the month following the measurement period (i.e. July measurement report will be due no later than the last Business Day of August) |
| Security Management | Unified Threat Management Report | Threat management report which will include a view of intrusions, threats, vulnerabilities, failed logins and other brute-force attempts to access the system, scheduled assessments, scheduled updates | <ul style="list-style-type: none"> <li>Percentage increase/decrease in security incidents/breaches</li> <li>Percentage increase/decrease in the number of non-conformances of the information security policies (audit related)</li> <li>Number of improvements (security related) planned and implemented</li> <li>Number of access requests processed (per day/week)</li> <li>Percentage of access requests automated</li> <li>Number of security breaches caused by</li> </ul> | Monthly; no later than the tenth Business Day of the month after the measurement   |

| Report Category                       | Report Name  | Description   | KPI Examples   | Frequency  |
|---------------------------------------|--|---|--|--|
|                                       |  |   | incorrect access settings <ul style="list-style-type: none"> <li>• Average time taken to process an access request</li> <li>• Number of audit findings that discovered incorrect access settings for users</li> <li>• Number of incidents requiring a reset of access rights</li> </ul>  |  |
| Change Management Performance Reports | Change Management Report describing Change Activity: <ul style="list-style-type: none"> <li>• Exception Changes</li> <li>• Past Due Changes</li> <li>• Unauthorized Changes</li> <li>• Past Due Measurement</li> <li>• Change Success</li> </ul> Change Failures | <ul style="list-style-type: none"> <li>•</li> </ul> | <ul style="list-style-type: none"> <li>• Percentage of change evaluations conducted (actual vs. planned)</li> <li>• Average cycle time to conduct a change evaluation</li> <li>• Increase in the number of change evaluations conducted on time (within the agreed-upon timelines)</li> <li>• Number of changes rejected due to deviations (predicted and actual performance)</li> <li>• Number of incidents reported as a result of new or changed services</li> <li>• Number of emergency changes deployed into the live environment (per</li> </ul> | Weekly; no later than the last Business Day of the week after the measurement period (i.e. the report for the 1st week of July is due no later than the last Business Day of the second week.<br><br>Due weekly for review |

| Report Category | Report Name | Description | KPI Examples   | Frequency |
|-----------------|-------------|-------------|--|-----------|
|                 |             |             | given period) <ul style="list-style-type: none"> <li>• Percentage of changes completed on time (deployed on time)</li> <li>• Percentage of changes deployed successfully on the first attempt (change success rate)</li> <li>• Reduction in the number of service disruptions due to new changes</li> <li>• Number of changes implemented outside the change management process (deviations from the defined process)</li> <li>• Percentage of changes that meet customer requirements</li> <li>• Reduction in the number of audit and compliance issues</li> <li>• Number of testing projects completed on time</li> <li>• Percentage reduction in production incidents related to changes</li> <li>• Number of incidents and issues found after changes</li> </ul> |           |



| Report Category   | Report Name              | Description   | KPI Examples   | Frequency |
|-------------------|--------------------------|---|--|-----------|
|                   |                          |   | are applied by status  |           |
| Change Management | Change Management Report | Provide monthly Change Management reports in a format agreed with Customers as described in Exhibit 3 (Reporting and Service Level Management). List the status of scheduled Operational Changes. | <ul style="list-style-type: none"> <li>• Percentage of change evaluations conducted (actual vs. planned)</li> <li>• Average cycle time to conduct a change evaluation</li> <li>• Increase in the number of change evaluations conducted on time (within the agreed-upon timelines)</li> <li>• Number of changes rejected due to deviations (predicted and actual performance)</li> <li>• Number of incidents reported as a result of new or changed services</li> <li>• Number of emergency changes deployed into the live environment (per given period)</li> <li>• Percentage of changes completed on time (deployed on time)</li> </ul> | Monthly   |

| Report Category | Report Name | Description | KPI Examples   | Frequency |
|-----------------|-------------|-------------|--|-----------|
|                 |             |             | <ul style="list-style-type: none"> <li>• Percentage of changes deployed successfully on the first attempt (change success rate)</li> <li>• Reduction in the number of service disruptions due to new changes</li> <li>• Number of changes implemented outside the change management process (deviations from the defined process)</li> <li>• Percentage of changes that meet customer requirements</li> <li>• Reduction in the number of audit and compliance issues</li> <li>• Number of testing projects completed on time</li> <li>• Percentage reduction in production incidents related to changes</li> <li>• Number of incidents and issues found after changes are applied by status</li> </ul> |           |

| Report Category   | Report Name                 | Description  | KPI Examples   | Frequency  |
|-------------------|-----------------------------|--|--|--|
| Change Evaluation | Baseline Performance Report | Report of the actual performance of the environment prior to implementing any major changes. | <ul style="list-style-type: none"> <li>• Percentage of change evaluations conducted (actual vs. planned)</li> <li>• Average cycle time to conduct a change evaluation</li> <li>• Increase in the number of change evaluations conducted on time (within the agreed-upon timelines)</li> <li>• Number of changes rejected due to deviations (predicted and actual performance)</li> <li>• Number of incidents reported as a result of new or changed services</li> <li>• Number of emergency changes deployed into the live environment (per given period)</li> <li>• Percentage of changes completed on time (deployed on time)</li> <li>• Percentage of changes deployed successfully on the first attempt (change success rate)</li> </ul> | <p style="text-align: center;">Ad hoc</p> <p>No later than 3 business days prior to change</p> |

| Report Category   | Report Name                    | Description  | KPI Examples   | Frequency  |
|-------------------|--------------------------------|--|--|--|
|                   |                                |  | <ul style="list-style-type: none"> <li>• Reduction in the number of service disruptions due to new changes</li> <li>• Number of changes implemented outside the change management process (deviations from the defined process)</li> <li>• Percentage of changes that meet customer requirements</li> <li>• Reduction in the number of audit and compliance issues</li> <li>• Number of testing projects completed on time</li> <li>• Percentage reduction in production incidents related to changes</li> <li>• Number of incidents and issues found after changes are applied by status</li> </ul> |  |
| Change Evaluation | Post Change Performance Report | Report of the actual performance of the environment post implementing any major changes. | <ul style="list-style-type: none"> <li>• Percentage of change evaluations conducted (actual vs. planned)</li> <li>• Average cycle time to conduct a change evaluation</li> <li>• Increase in the number</li> </ul>   | Ad hoc<br>No later than 3 business days after change |

| Report Category | Report Name | Description | KPI Examples  | Frequency |
|-----------------|-------------|-------------|---|-----------|
|                 |             |             | <p>of change evaluations conducted on time (within the agreed-upon timelines)</p> <ul style="list-style-type: none"> <li>• Number of changes rejected due to deviations (predicted and actual performance)</li> <li>• Number of incidents reported as a result of new or changed services</li> <li>• Number of emergency changes deployed into the live environment (per given period)</li> <li>• Percentage of changes completed on time (deployed on time)</li> <li>• Percentage of changes deployed successfully on the first attempt (change success rate)</li> <li>• Reduction in the number of service disruptions due to new changes</li> <li>• Number of changes implemented outside the change management process (deviations from the defined process)</li> </ul> |           |

| Report Category   | Report Name                       | Description   | KPI Examples   | Frequency  |
|-------------------|-----------------------------------|---|--|--|
|                   |                                   |   | <ul style="list-style-type: none"> <li>• Percentage of changes that meet customer requirements</li> <li>• Reduction in the number of audit and compliance issues</li> <li>• Number of testing projects completed on time</li> <li>• Percentage reduction in production incidents related to changes</li> <li>• Number of incidents and issues found after changes are applied by status</li> </ul> |  |
| Change Evaluation | Post Implementation Review Report | Report after implementation that compiles all findings which will inform the Post Implementation Review (PIR) carried out by Change Management. | <ul style="list-style-type: none"> <li>• Percentage of change evaluations conducted (actual vs. planned)</li> <li>• Average cycle time to conduct a change evaluation</li> <li>• Increase in the number of change evaluations conducted on time (within the agreed-upon timelines)</li> <li>• Number of changes rejected due to deviations (predicted and actual performance)</li> </ul>           | Ad hoc<br>No later than 3 business days after change |

| Report Category | Report Name | Description | KPI Examples   | Frequency |
|-----------------|-------------|-------------|--|-----------|
|                 |             |             | <ul style="list-style-type: none"> <li>• Number of incidents reported as a result of new or changed services</li> <li>• Number of emergency changes deployed into the live environment (per given period)</li> <li>• Percentage of changes completed on time (deployed on time)</li> <li>• Percentage of changes deployed successfully on the first attempt (change success rate)</li> <li>• Reduction in the number of service disruptions due to new changes</li> <li>• Number of changes implemented outside the change management process (deviations from the defined process)</li> <li>• Percentage of changes that meet customer requirements</li> <li>• Increase in the number of releases that meet the agreed-upon requirements in terms of cost, quality, scope, and</li> </ul> |           |

| Report Category       | Report Name                          | Description  | KPI Examples   | Frequency |
|-----------------------|--------------------------------------|--|--|-----------|
|                       |                                      |  | time <ul style="list-style-type: none"> <li>• Reduction in the number of audit and compliance issues</li> <li>• Number of testing projects completed on time</li> <li>• Percentage of service transitions completed on time</li> <li>• Percentage reduction in production incidents related to changes</li> <li>• Percentage reduction of number of post transition incidents</li> <li>• Number of incidents and issues found after changes are applied by status</li> </ul> |           |
| Customer Satisfaction | Customer Satisfaction Survey Results | Results from Change Management Process Customer Satisfaction Surveys | <ul style="list-style-type: none"> <li>• Increased stakeholder satisfaction due to reduced number of failed changes (customer satisfaction is usually measured through customer surveys)</li> <li>• Percentage increase/decrease in customer/user satisfaction</li> </ul>  |           |



| Report Category                       | Report Name                                   | Description  | KPI Examples  | Frequency  |
|---------------------------------------|---|--|---|--|
| Release and Deployment Management     | Release and Deployment Metrics Report         | Report showing the success and failure of Releases, including recording Incidents related to Release.  | <ul style="list-style-type: none"> <li>• Number of post-release incidents (service disruptions) reported as a result of ineffective release planning</li> <li>• Percentage of releases deployed into the live environment on time</li> <li>• Percentage of releases that meet customer expectations in terms of cost, time, and quality</li> </ul>                  | Monthly  |
| Service Validation and Testing (SV&T) | Service Validation and Testing Metrics Report | Report showing the success and failure of testing as a service including recording failed testing plans and any incidents related to failed testing activities in the period following a deployment of Services  | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul> | Monthly  |
| Pre-Production Testing                | Pre-Production Validation Report              | Report validation that an integrated pre-production test has been performed across all affected Service Towers prior to migrating a system and service into the Customer’s Production Environment. Consolidate and provide test reports to Change Management, VITA and Customer that outlines test | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status</li> </ul>   | Ad hoc<br>No later than 3 business days prior to change. |

| Report Category                   | Report Name                  | Description   | KPI Examples   | Frequency        |
|-----------------------------------|------------------------------|---|--|------------------|
|                                   |                              | outcomes and actions being taken to address failures.                               | (open, closed, fix in progress, ready for re-test).<br><ul style="list-style-type: none"> <li>Percentage increase in test case reuse.</li> </ul>   |                  |
| Post Deployment End User Support  | Post-Deployment FAQ Report   | Capture, document and report frequently asked questions.                            | <ul style="list-style-type: none"> <li>Number of post-release incidents (service disruptions) reported as a result of ineffective release planning</li> <li>Percentage of releases deployed into the live environment on time</li> <li>Percentage of releases that meet customer expectations in terms of cost, time, and quality</li> </ul> | Daily            |
| License Management and Compliance | Unauthorized Software Report | Report on Equipment with the presence of any unauthorized or non-standard Software. | <ul style="list-style-type: none"> <li>Percentage reduction in number of audit/compliance gaps.</li> <li>Reduction in the number of audit and compliance issues.</li> <li>Number of unauthorized configurations found during audits</li> </ul>   | Monthly          |
| License Management and Compliance | License Compliance Report    | Report of license information and compliance to Customers.                          | <ul style="list-style-type: none"> <li>Percentage reduction in number of audit/compliance gaps.</li> <li>Reduction in the number of audit and compliance issues.</li> </ul>  | Ad hoc Quarterly |

| Report Category        | Report Name                   | Description  | KPI Examples   | Frequency              |
|------------------------|-------------------------------|--|--|------------------------|
|                        |                               |  | <ul style="list-style-type: none"> <li>• Number of unauthorized configurations found during audits</li> </ul>  |                        |
| Training and Education | Training and Education Report | Report of staff who has attended training to include Users, Supplier Personnel and Key Users. Identify potential training requirements, and provide recommended training actions to VITA and ITISP Governance.   | <ul style="list-style-type: none"> <li>• Percentage reduction in number of audit/compliance gaps.</li> <li>• Reduction in the number of audit and compliance issues.</li> </ul>  | Monthly                |
| Contract Management    | Contract Management Report    | Report on the execution of the Services against contractual obligations.   | <ul style="list-style-type: none"> <li>• Percentage of critical contracts renewed on time</li> <li>• Percentage reduction in supplier-related complaints</li> <li>• Percentage increase in the number of suppliers that meet contractual agreements</li> <li>• Percentage of critical suppliers meeting performance levels 3)</li> </ul> | Monthly                |
| Service Desk Reporting | Service Desk Activity Report  | Provide daily, monthly, and as requested ad hoc reports to VITA on Service Desk activities and performance, which at a minimum includes: <ul style="list-style-type: none"> <li>• Key issues relating to Service Desk processes, improvements, script development.</li> <li>• Status as to Service Desk staffing, training, and</li> </ul> | <ul style="list-style-type: none"> <li>• Regular reporting on cost of service</li> <li>• Customer satisfaction</li> <li>• Number or percentage of SLA targets met</li> <li>• Number or percentage of SLA targets missed</li> <li>• Percentage reduction in production incidents related to newly</li> </ul>                              | Daily, Monthly, Ad hoc |

| Report Category | Report Name | Description   | KPI Examples  | Frequency |
|-----------------|-------------|---|---|-----------|
|                 |             | <p>authorization.</p> <ul style="list-style-type: none"> <li>• Integration activities and issues with other Service Desks belonging to VITA, Customers and other Service Tower Suppliers as directed by VITA.</li> <li>• Trend analysis during the thirteen (13) most recent months.</li> <li>• Number of contacts, to include all methods of contacts (e.g., calls, email, web, chat)</li> <li>• Percent of calls abandoned, % of tickets resolved, average speed to answer, average call duration, and average time to abandon</li> <li>• Number and percentage of contacts passed to other Service Desks.</li> <li>• Daily and Month-to-date numbers for Incidents and Service Requests by priority.</li> <li>• Aging reports of tickets left unresolved</li> <li>• Other reports as needed regarding Service Desk operation and performance and any report included in exhibit 3.4</li> </ul> | <p>transitioned services</p> <ul style="list-style-type: none"> <li>• Percentage reduction in time and effort required to support services                             <ul style="list-style-type: none"> <li>4)</li> <li>5)</li> </ul> </li> </ul> |           |

| Report Category     | Report Name                       | Description   | KPI Examples   | Frequency         |
|---------------------|-----------------------------------|---|--|-------------------|
| Incident Management | Critical Incident Report          | Report of Critical Incidents, which at minimum include a review of completeness of Critical Incidents (e.g. work detail notes) and perform a management review by Service Tower every week and report accordingly   | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul>  | Weekly            |
| Incident Management | Knowledge Base Statistical Report | Report knowledge base usage statistics to VITA on a monthly basis, or as requested by VITA (i.e. the number of Incidents Resolved using the knowledge base). At a minimum, the SMS, SKMS and other systems needs to have the ability to report on the number of tickets logged against a critical outage (Parent/child relationship). | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> <li>• Reduction in the average time taken to diagnose and resolve incidents/problems</li> <li>• Percentage reduction in the dependency of people on knowledge</li> </ul> | Ad hoc<br>Monthly |

| Report Category               | Report Name                           | Description   | KPI Examples  | Frequency         |
|-------------------------------|---------------------------------------|---|---|-------------------|
| Incident Management Reporting | Incident Management Compliance Report | <p>Report on compliance with Supplier ability to record detailed audit trail information, as requested by Customers. Provide monthly report(s) in electronic copy to Customers, in the VITA approved format, which at a minimum includes:</p> <ul style="list-style-type: none"> <li>• Key issues relating to Incident Management processes.</li> <li>• Number of Incidents during the month, grouped by severity, service and STS, agency, region, classification or other criteria as appropriate.</li> <li>• List of Incidents, short description, reference number, and a shortcut to detailed description.</li> <li>• Detailed description, including timing of activities.</li> <li>• Links to Problems and Known Errors.</li> </ul> <p>Trend analysis of the Incidents reported during the thirteen (13) most recent months.</p> | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul> | Monthly           |
| Event Management              | Event Management Tracking Report      | <p>Report of event monitoring and tracking of all in-scope Services, including those of other Service Tower Suppliers where required and where the Service Tower Supplier’s systems are collecting such information. This includes all environments within the ITISP services (e.g. Production, Pre-</p>  | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status</li> </ul>   | Ad hoc<br>Monthly |

| Report Category    | Report Name                         | Description   | KPI Examples  | Frequency           |
|--------------------|-------------------------------------|---|---|---------------------|
|                    |                                     | production, Test and Development Environments, Applications, Network, Midrange and Distributed Environments).   | (open, closed, fix in progress, ready for re-test).<br><ul style="list-style-type: none"> <li>• Percentage increase in test case reuse</li> </ul>   |                     |
| Problem Management | Quarterly Problem Management Report | Report on the volume and nature of Problems in order to identify areas for improvement, and report on the trend analyses and improvements to Customers and Service Tower Suppliers on at least a quarterly basis. At a minimum will include Any backlog of unresolved Problems on at to the Customer Problem Manager, or more frequently as requested by Customers. | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul> | Ad hoc<br>Quarterly |
| Problem Management | RCA Reports                         | 6) Provide RCA reporting as documented in the Service Management Manual.  | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul> | Ad hoc              |

| Report Category           | Report Name  | Description  | KPI Examples  | Frequency         |
|---------------------------|--|--|---|-------------------|
| Problem Management        | Monthly Problem Management Report                    | <p>Report in a format approved by VITA as described in Exhibit 3 (Reporting and Service Level Management). This report will include:</p> <ul style="list-style-type: none"> <li>• The number of Problems in total and grouped by type, severity, status, Customer, region, reason code, classification or other criteria as appropriate and whether a Known Error;</li> <li>• Problem reviews;</li> <li>• Problem trend analysis findings and recommendations;</li> <li>• Any issues relating to the Problem Management service, such as any other information that may improve or facilitate a better Problem Management process, including decisions to be made by VITA and the Supplier; and</li> <li>• Trend analysis of Problems reported during the thirteen (13) most recent months.</li> </ul> <p>7)</p> | <ul style="list-style-type: none"> <li>• Number of testing projects completed on time.</li> <li>• Percentage reduction in production incidents related to newly transitioned services.</li> <li>• Number of defects found during testing by status (open, closed, fix in progress, ready for re-test).</li> <li>• Percentage increase in test case reuse</li> </ul> | Ad hoc<br>Monthly |
| Service Request Reporting | Knowledge Base Fulfillment Report (Service Requests) | Report showing the use of the knowledge base to fulfil Service Requests.   | <ul style="list-style-type: none"> <li>• Percentage reduction in the dependency of people on knowledge</li> <li>• Percentage of errors related to lack of knowledge in the service life cycle</li> </ul>  | Ad hoc<br>Monthly |



| Report Category           | Report Name                               | Description   | KPI Examples   | Frequency |
|---------------------------|---|---|--|-----------|
|                           |   |   | <ul style="list-style-type: none"> <li>• Percentage reduction in time and effort required to support services</li> <li>• Increase in the access to SKMS by managers and IT staff</li> <li>• Increase in the number of SKMS searches</li> </ul>   |           |
| Service Request Reporting | Online Service Request fulfillment Report | <p>Report via an online tool that would allow on-demand by VITA and Customers reporting the following:</p> <ul style="list-style-type: none"> <li>• Progress toward fulfilment and the status of all Service Requests.</li> <li>• Committed fulfilment timeframes, anticipated completion times, and status.</li> <li>• Ownership and activities toward fulfilment for all open Service Requests.</li> <li>• Changes in Service Request status throughout the Service Request lifecycle.</li> <li>• Categories of Service Requests, by Customer</li> <li>• Staff activities on Service Requests.</li> <li>• Outstanding and aging Service Requests and the trends thereof.</li> </ul> | <ul style="list-style-type: none"> <li>• Percentage reduction in the dependency of people on knowledge</li> <li>• Percentage of errors related to lack of knowledge in the service life cycle</li> <li>• Percentage reduction in time and effort required to support services</li> <li>• Increase in the access to SKMS by managers and IT staff</li> <li>• Increase in the number of SKMS searches</li> </ul> <p>8)</p> |           |

| Report Category           | Report Name                    | Description  | KPI Examples   | Frequency                 |
|---------------------------|--------------------------------|--|--|---------------------------|
|                           |                                |  |  |                           |
| Service Request Reporting | Request for Solution Reporting | Metric report on the effectiveness of the Request for Solution process, including (but not limited to): time-to-solution, time-to-respond, accuracy of proposals, accuracy of forecast and comparing captured to cancelled requests. | <ul style="list-style-type: none"> <li>• Percentage reduction in the dependency of people on knowledge</li> <li>• Percentage of errors related to lack of knowledge in the service life cycle</li> <li>• Percentage reduction in time and effort required to support services</li> <li>• Increase in the access to SKMS by managers and IT staff</li> <li>• Increase in the number of SKMS searches</li> </ul> | Monthly                   |
| Access Management         | Separation of Duty Report      | Report and alert on separation-of-duty access requirements for accounts as defined by the Customer.  | <ul style="list-style-type: none"> <li>• Customer satisfaction</li> <li>• Number or percentage of SLA targets met</li> <li>• Number or percentage of SLA targets missed</li> <li>• Percentage reduction in production incidents related to newly transitioned services</li> </ul>  | Ad hoc<br>Daily<br>Weekly |

| Report Category               | Report Name                     | Description  | KPI Examples  | Frequency                                     |
|-------------------------------|---------------------------------|--|---|---|
| Continual Service Improvement | Overall Program Measures Report | The Overall Program Measures Report describes suggested improvements to the program measures used to monitor quality and performance of the MSI and service tower suppliers. Included are corrective actions to improve the program measure approach and track improvements. | <ul style="list-style-type: none"> <li>• Percentage of improvement in customer satisfaction rating</li> <li>• Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>• IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after improvement for a specific section, process, or project)</li> <li>• Reduction in “waste” in time for executing a certain process or processes</li> </ul> | Monthly                                       |
| Continual Service Improvement | Quality Assurance Report        | The Quality Assurances Report describes the ongoing quality, reliability, speed, cost-effectiveness, security, customer experience and Customers’ satisfaction.  | <ul style="list-style-type: none"> <li>• Percentage of improvement in customer satisfaction rating</li> <li>• Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>• IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after</li> </ul>   | Monthly to Customers as designated; Dashboard |

| Report Category               | Report Name                 | Description   | KPI Examples  | Frequency |
|-------------------------------|-----------------------------|---|---|-----------|
|                               |                             |   | improvement for a specific section, process, or project) <ul style="list-style-type: none"> <li>Reduction in “waste” in time for executing a certain process or processes 9)</li> </ul>   |           |
| Continual Service Improvement | Improvement Planning Report | The Improvement Planning Report outlines the improvement activities associated with the ITIL Continual Service Improvement Framework (CIF) and the Service Improvement Programs, as approved by ITISP Governance. | <ul style="list-style-type: none"> <li>Percentage of improvement in customer satisfaction rating</li> <li>Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after improvement for a specific section, process, or project)</li> <li>Reduction in “waste” in time for executing a certain process or processes</li> <li></li> </ul> | Quarterly |
| Continual Service Improvement | Process Evaluation Report   | The Process Evaluation Report includes the results of routine process evaluation, assessment of process currency and the accomplishment of process improvements in the delivery of ITISP Services.                | <ul style="list-style-type: none"> <li>Percentage of improvement in customer satisfaction rating</li> <li>Percentage of service improvements implemented (service</li> </ul>  | Quarterly |

| Report Category               | Report Name                         | Description  | KPI Examples  | Frequency |
|-------------------------------|-------------------------------------|--|---|-----------|
|                               |                                     |  | improvements implemented vs. service improvements planned) <ul style="list-style-type: none"> <li>• IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after improvement for a specific section, process, or project)</li> <li>• Reduction in “waste” in time for executing a certain process or processes</li> </ul>   |           |
| Continual Service Improvement | Corrective Action Resolution Report | The Corrective Action Resolution Report describes the progress on implementing corrective actions. | <ul style="list-style-type: none"> <li>• Percentage of improvement in customer satisfaction rating</li> <li>• Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>• IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after improvement for a specific section, process, or project)</li> <li>• Reduction in “waste” in time for executing a certain process or processes</li> </ul> | Monthly   |

| Report Category               | Report Name               | Description  | KPI Examples  | Frequency   |
|-------------------------------|---------------------------|--|---|---|
| Continual Service Improvement | Technical Currency Report | The Technical Currency Report describes the usability of existing assets and reviews alternatives to replace, re-lease, consolidate, or retain the assets. The report also describes open agreements related to assets that are retired or will retire within 180 days of the report date and the completion progress of Currency Plan implementation. | <ul style="list-style-type: none"> <li>• Percentage of improvement in customer satisfaction rating</li> <li>• Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>• IT cost reduction as a result of service improvement efforts (compare original cost vs. cost after improvement for a specific section, process, or project)</li> <li>• Reduction in “waste” in time for executing a certain process or processes</li> </ul> | Monthly reports, starting 180 days prior to lease or license expiration date, showing assets to be refreshed and Software to be upgraded. |
| Continual Service Improvement | SMM Currency Report       | SMM Currency and the progress on process improvements in the delivery of ITISP Services  | <ul style="list-style-type: none"> <li>• Percentage of improvement in customer satisfaction rating</li> <li>• Percentage of service improvements implemented (service improvements implemented vs. service improvements planned)</li> <li>• IT cost reduction as a result of service improvement efforts (compare original</li> </ul>   | Monthly and as requested  |

| Report Category | Report Name | Description | KPI Examples   | Frequency |
|-----------------|-------------|-------------|--|-----------|
|                 |             |             | cost vs. cost after improvement for a specific section, process, or project) <ul style="list-style-type: none"> <li>Reduction in “waste” in time for executing a certain process or processes</li> </ul> |           |

### 3.0 Tower Specific Services Reports

| Report Category         | Report Name                      | Description   | Frequency |
|-------------------------|----------------------------------|---|-----------|
| Common Network Services | 3 <sup>rd</sup> Party Compliance | Integrated compliance reporting for the monitoring and management of contractual service levels contained in any agreement between VITA and Third Party   | Monthly   |
|                         | Out of Band (OOB) Testing Report | Summary and detail report of Out of Band passes and failures  | Monthly   |
|                         | Capacity Management              | Network trending report of performance impact based on outlook of forecasted demand, including: <ul style="list-style-type: none"> <li>Capacity management prototype and sizing report should include:                             <ul style="list-style-type: none"> <li>Capacity for all new services and applications</li> <li>Capacity management review for existing services</li> <li>Capacity modeling for demand forecasting</li> </ul> </li> <li>Monitoring and measuring services</li> <li>Collecting, recording, analyzing and reporting on data</li> <li>Providing alerts and reporting trends of current utilization levels against existing capabilities</li> </ul> | Monthly   |
| LAN                     | Wireless Network Profile Report  | Listing of wireless networks  | Monthly   |
| Voice                   | Voice Usage Report               | Summary and detail reports for phone usage  | Monthly   |

| Report Category             | Report Name                        | Description   | Frequency   |
|-----------------------------|------------------------------------|---|---|
|                             | Unauthorized Voice Usage Report    | A report of inappropriate Voice Services usage (i.e. long distance, toll fraud or other network risks) to VITA and Customers  | Monthly   |
| VCE                         | <b>InContact Central Dashboard</b> | <p><b>Real-time</b></p> <ul style="list-style-type: none"> <li>- Agent Count by State</li> <li>- Agent Counter</li> <li>- Agent List</li> <li>- Contact List</li> <li>- Contact States by Skill</li> <li>- Queue Counter</li> <li>- Queue Trend</li> <li>- Service Level</li> <li>- Skill Summary</li> <li>- Outbound Agent Monitor</li> <li>- Outbound Skill Monitor</li> </ul> <p><b>Historical</b></p> <ul style="list-style-type: none"> <li>- Agent Performance</li> <li>- Agent Performance by Hour</li> <li>- Other State Statistics</li> <li>- Unavailable Statistics</li> </ul>                  | Real time   |
| Voice Call Center Reporting | Basic Call Center Reporting        | <ul style="list-style-type: none"> <li>• SLA- Goal based on agency goal to answer percent of calls within X seconds</li> <li>• First call resolution</li> <li>• Average wait time</li> <li>• Average handle time</li> <li>• Calls in Que (CIQ)</li> <li>• Abandon rates</li> <li>• Call volume stats, trending vs. forecasted</li> <li>• Forecast accuracy</li> <li>• Call wrap up</li> <li>• Blocked calls percentage (including BHCC)</li> <li>• Agent occupancy rates (on calls percentage)</li> <li>• Mitigation rates /Self Service percentage (resolved customer issue in front end IVR)</li> </ul> | <p>Minute, Hourly, Daily, Weekly, Monthly</p> <p>Note 1: These reports should be self-serving and available for Agency Call Center Managers and designates to view, monitor, evaluate and resolve issues, aimed at improving customer satisfaction.</p> <p>Note 2: These metrics should be available to view at the agent level, by</p> |



| Report Category | Report Name                    | Description  | Frequency   |
|-----------------|--------------------------------|--|---|
|                 |                                |  | skill group, and overall.<br><br>3. These metrics should be available for real time and historical reporting. |
|                 | Enhanced Call Center Reporting | <ul style="list-style-type: none"> <li>• Call Center Dashboard</li> <li>• Call recording rates (where applicable)</li> <li>• Callback stats (where applicable)</li> <li>• Workforce management/staffing</li> </ul> | Same as above   |

|                                 |   |  |           |
|---------------------------------|---|--|-----------|
| Network                         | Chronic Outage Report                       | A report of chronic outages representing possible risk to VITA and Customers   | Monthly   |
|                                 | Chronic Circuit Outage Report               | A report of chronic circuit outages representing possible risk to VITA and Customers   | Monthly   |
|                                 | Network Device Backup Compliance Report     | A report of network device backup details in the NOC   | Monthly   |
| Verizon Enterprise Center (VEC) | Service Management Dashboard                | Service Management Dashboard (SMD) is a self-service network management tool in the Verizon Enterprise Center that can provide VITA and SAIC with visibility into near real-time Verizon services inventory, associated incident tickets, alarms, maintenance events, and service and change requests. | real time |
|                                 | Network Manager – Online Traffic Management | Provide direct control of inbound traffic flows  | Real time |

|  |                |  |           |
|--|----------------|--|-----------|
|  | Traffic Report | Comprehensive traffic statistics and call detail information | Real time |
|--|----------------|--|-----------|

#### 4.0 Administrative Services Reports

| Report Category          | Report Name  | Description   | Frequency |
|--------------------------|--|---|-----------|
| Contract Management      | Contract Change Request Status Report              | Monthly report specifying the status of all Contract Change Requests  | Monthly   |
| Human Resources          | Human Resource Report                              | Employee turnover report  | Monthly   |
| Human Resources          | Personnel Projection Matrix                        | Report of material changes to staffing on VITA Account  | Monthly   |
| Invoice                  | Enterprise Resource Unit and Other Charges Invoice | Enterprise level invoice and supporting details by Service Category, Customer, and Resource Units showing Base Charges, RU consumption amounts, other charges and credits, total amount due for the current month. Including Pass-Through, Project Services, or Milestone Charges that may also be due for the current month. | Monthly   |
| Chargeback               | Chargeback and Other Charges Report                | Enterprise level Chargeback report and supporting details by Service Category, Customer, Resource Units showing RU consumption amounts. Including any Project Services, Pass-through, or Milestone Charges that may also be due in current month.   | Monthly   |
| Invoicing and Chargeback | Outstanding Disputes Report                        | A list of all outstanding dispute items and amounts with status by VITA Customer, including Resource Unit Category, Dollar Dispute amount, units in dispute, dispute description, aging status and amounts with status and escalation priority .  | Weekly    |
| Invoicing and Chargeback | Settled Disputes Amount                            | A list of settled disputed items and amounts due to or by VITA , clearly differentiating due to VITA or to a VITA Customer.   | Weekly    |
| Invoicing and Chargeback | Service Level Agreement Credits Report             | Details about Service Level credits included on the monthly invoice   | Monthly   |

| <b>Report Category</b>   | <b>Report Name</b>                 | <b>Description</b>   | <b>Frequency</b> |
|--------------------------|------------------------------------|--|------------------|
| Invoicing and Chargeback | Credit Report                      | Provide detail of monthly Credits  | Monthly          |
| Invoicing and Chargeback | Financial Planning and Forecasting | Provide forecast of Charges and associated volumes by Customer and Resource Unit Category (or other charge type as appropriate) for the next 3 years immediately following the time in and for which each such forecast is provided. | Semi-Annual      |

Virginia Information Technologies Agency



**Exhibit 3.5**  
**Customer Experience Management**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |                                    |   |
|-----|------------------------------------|---|
| 1.0 | Introduction .....                 | 3 |
| 2.0 | Customer Satisfaction .....        | 3 |
| 2.1 | Customer Satisfaction Surveys..... | 3 |
| 2.2 | Customer Journey Mapping.....      | 4 |
| 2.3 | Measurement.....                   | 5 |

## 1.0 Introduction

In collaboration with the Supplier, VITA will establish a robust Customer Experience Management Program. This program will be multi-dimensional, focused on optimizing the Customer Experience over time. It will employ a variety of tools, metrics and tactics (examples of which are included in this Exhibit) to measure, analyze and continually improve both the Customer Experience and the VITA/Supplier maturity in Customer Experience Management.

## 2.0 Customer Satisfaction

Supplier will be responsible for:

1. Supporting the MSI Supplier in its Customer Satisfaction reporting responsibilities, as needed
2. Working with the MSI Supplier, VITA and VITA Customers in the development of Customer Satisfaction surveys and implementation strategies for their corresponding support areas.

Verizon Agrees and will comply.

### 2.1 Customer Satisfaction Surveys

Satisfaction surveys may be executed for multiple stakeholder groups, including:

1. Commonwealth Executive leadership, e.g., cabinet secretaries, gubernatorial appointees such as agency heads and deputies
2. Commonwealth Business Leadership, e.g., agency department heads or directors
3. Commonwealth IT Leadership, e.g., Agency IT Resources (AITRs), agency CIOs, agency ISOs
4. Consumers of services, e.g. agency IT staff, Users

Supplier responsibilities, in collaboration and coordination with the MSI, include:

1. In collaboration with VITA, develop draft surveys for VITA approval
2. Provide a tool or toolset, available for VITA use, to automate the conduct, analysis and trend analysis of customer satisfaction surveys
3. Distribute surveys to stakeholder groups and statistically valid samplings of such groups as approved by VITA
4. Conduct such surveys on a frequency defined by VITA
5. Compile and analyze survey results and recommend improvements to services and/or processes based on the analysis
6. Develop and execute plans to implement improvements as approved by VITA
7. Retain survey results to allow for trend analysis over time

8. As requested, provide VITA with complete survey data in format(s) prescribed by VITA
9. Encourage participation using tools and techniques agreed to by VITA to ensure statistical validity of all surveys
10. At a minimum, customer satisfaction surveys should be of the following types:
  - 10.1. Executive Customer Satisfaction
  - 10.2. Business Leadership Customer Satisfaction
  - 10.3. IT Leadership Customer Satisfaction
  - 10.4. Overall Customer Satisfaction
  - 10.5. Point-of-Service Customer Satisfaction Survey
11. Provide for integration with the IT Information Portal Service Management System to display summary and detail results as directed by VITA.

Verizon Agrees and will comply.

## **2.2 Customer Journey Mapping**

Journey mapping can be a powerful tool for understanding of the end-to-end customer experience. It is also used as the foundation for process improvement efforts resulting in increased customer satisfaction and improved customer experience over time. VITA has engaged in a customer experience improvement effort for several years based on the results of journey mapping and desires to continue and expand this effort in collaboration with Supplier in the ITISP environment.

Supplier responsibilities include:

1. Based on Supplier's knowledge of customer habits, assist VITA with development of Customer and User personas to drive journey mapping work sessions
2. Collaborate with VITA to conduct and facilitate journey mapping work sessions
3. Provide software tools, for use by both VITA and Supplier, to automate the mapping and facilitate improvement efforts
4. Participate in the analysis of results and design of customer experience improvement plans; such plans may result in specific improvement Projects as approved by VITA
5. Participate in or lead the implementation of customer experience improvement plans as directed by VITA

Verizon Agrees and will comply.

## 2.3 Measurement

In order to fully understand and optimize the customer experience, Supplier and VITA will establish a performance management framework that includes perception, descriptive and outcome metrics including specific Key Measures, SLAs and Customer Satisfaction measures. These metrics will then inform the choices made for follow-up activities (e.g., focus groups, improvement projects).

Supplier responsibilities, in collaboration with the MSI, include:

1. Consolidate measures identified by VITA into a single display available through the IT Information Portal Service Management System
2. Perform analysis of the consolidated measures and provide recommendations to VITA
3. Participate in work sessions with VITA and other stakeholders (e.g., ITISP Governance, focus groups) to discuss overall results and develop specific action plans; at VITA's request facilitate and provide logistical and administrative support to these work sessions.
4. Perform follow-on activities as directed by VITA.

Verizon Agrees and will comply.



Virginia Information Technologies Agency



**Exhibit 4.0**  
**Pricing and Financial Provisions**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |  |    |
|-----|--|----|
| 1.  | Introduction .....   | 3  |
| 2.  | Unit Rate Charges .....  | 3  |
| 3.  | Milestone Charges .....  | 5  |
| 4.  | Solution Services .....  | 5  |
| 5.  | Pass-Through Expenses - RESERVED .....                         | 7  |
| 6.  | Resource Units and Measurement Methodology.....                | 7  |
| 7.  | Invoices .....   | 8  |
| 8.  | Charges for Additional Services or Operational Changes .....   | 8  |
| 9.  | Travel, Shipping, Packing & Other Expenses.....                | 8  |
| 10. | RESERVED .....   | 8  |
| 11. | Chargeback.....  | 8  |
| 12. | Financial Planning and Forecasting.....                        | 9  |
| 13. | Customer Data Center Space and Customer Remote Facilities..... | 9  |
| 14. | Termination Fees .....   | 9  |
| 15. | Equipment.....   | 13 |
| 16. | Taxes .....  | 14 |
| 17. | Service Level Credits .....                                    | 14 |

## 1. Introduction

- 1.1. This **Exhibit 4 (Pricing and Financial Provisions)** provides the methodology for calculating the Charges for all of the Services.
- 1.2. The following Exhibits are referenced herein:
  - **Exhibit 4.1 (Pricing and Volumes Matrix)**
  - **Exhibit 4.2 (Resource Unit Definitions)**
  - **Exhibit 4.3 Intentionally Left Blank**
  - **Exhibit 4.4 Intentionally Left Blank**
  - **Exhibit 4.5 Intentionally Left Blank**
  - **Exhibit 4.6 (Equipment Assets)**
  - **Exhibit 4.7 (Software Assets)**
  - **Exhibit 4.8 (Third Party Contracts)**
  - **Exhibit 4.9 (Billing Triggers)**
- 1.3. Supplier will be responsible for the accuracy and completeness of the operational and financial assumptions underlying its pricing. Supplier will not be entitled to adjust its pricing or any other terms of the Agreement because of any incorrect or incomplete assumption on the part of Supplier.
- 1.4. All Charges calculated in accordance with this **Exhibit 4** will be invoiced to VITA by Supplier in accordance with the applicable invoice and payment provisions set forth in **Section 4 (Charges)** of the Agreement.
- 1.5. This **Exhibit 4** provides four (4) major pricing methodologies for the Services:
  - Unit Rate Charges;
  - Milestone Charges;
  - Solution Services; and
  - Pass Through Expenses

## 2. Unit Rate Charges

- 2.1. **General.** The Unit Rate Charge pricing methodology utilizes Resource Units defined in **Exhibit 4.2 (Resource Unit Definitions)** with Charges calculated from the Unit Rates listed in the Unit Rates section of **Exhibit 4.1 (Pricing and Volumes Matrix)**.

**Calculation of Monthly Unit Rate Charges.** The Monthly Unit Rate Charges shall be calculated by multiplying the applicable Unit Rate for the applicable Contract Year by the quantity of corresponding Resource Units actually consumed during the applicable Billing Month (as defined below).

- 2.2. The monthly billing period (the “**Billing Month**”) will be from the first day of the calendar month through the last day of the same calendar month.
  - i. If the Commencement Date occurs on a day later than the first day of a calendar month, then the first Billing Month shall be the period from the Commencement Date through the last day of such calendar month, and in that case, any amounts payable on a monthly basis shall be prorated for such month based upon the actual number of days from the Commencement Date to the end of such month.
  - ii. In the event of Termination, if the Termination Date occurs on a day prior to the last day of a calendar month, then the last Billing Month shall be the period from the first calendar day of the month of Termination through the Termination Date, and in that case, any amounts payable on a monthly basis shall be prorated for such month based upon the actual number of days from the first calendar day of the month of Termination to the Termination Date.
- 2.3. The monthly Resource Unit consumption will be counted as of the Measurement Date specified in **Section 6.0 (Resource Units and Measurement Methodology)** of this **Exhibit 4.0 (Pricing and Financial Provisions)**.
  - 2.3.1. Supplier will record all billable Resource Unit consumption amounts and the corresponding Charges, and reflect these amounts in the Monthly Invoice by applicable Resource Unit.
- 2.4. Supplier acknowledges and agrees that the total Unit Rate Charges shall fully compensate the Supplier for providing the applicable Services at the actual levels consumed for each Resource Unit in a given month.
- 2.5. In no event will VITA be required to pay Supplier for volumes not consumed by VITA. A Resource Unit duly authorized and accepted (and not canceled) by Customer shall be deemed as in use by Customer.
- 2.6. The Implementation Plan provided for in **Exhibit 2.4 (Implementation)** will include a process for the administrative transfer of certain existing Incumbent services (for example, Private IP and Access Services) from the Incumbent’s agreement with Supplier to this Agreement. Some of the transferred services and rates may no longer be offered to Supplier’s customers in general, and in the course of Implementation (for example very low speed Private IP services), Supplier will upgrade each such discontinued service to the nearest equivalent Service. In the event that appropriate Service rates for such transferred services are not already set forth in **Exhibit 4.1 (Pricing and Volumes Matrix)**, Supplier will honor the then current service rates charged by Supplier to Incumbent and will charge the same rates to Customer for the transferred services, until the discontinued services are retired in accordance with the Implementation Plan or

terminated by Customer. If the rates for the transferred services are higher than the rates for the nearest equivalent Services, Supplier will charge the lower rates.

### 3. Milestone Charges

- 3.1. The Charges shall include the Milestone Charges set forth in **Exhibit 4.1 (Pricing and Volumes Matrix)**. Milestone Charges shall only be chargeable to VITA upon VITA's Acceptance of the applicable Milestone and shall be invoiced in accordance with the schedules and amounts set forth in **Exhibit 4.1 (Pricing and Volumes Matrix)**. Upon Acceptance of the first Milestone identified in Exhibit 4.1 (**Pricing and Volumes Matrix**), VITA may elect to pay the Milestone Charges under either of the following scenarios:
  - 3.1.1. **Over the initial Term:** The total of the Milestone Charges shall be paid in monthly installments, over five years, starting upon the later of the Acceptance of the last Milestone or the Commencement Date, in the amounts set forth in "Scenario 2: Milestone Charges - Paid over Term" in the Milestone Charges Section of **Exhibit 4.1 (Pricing and Volumes Matrix)**; or
  - 3.1.2. **Upon Acceptance of each Milestone:** The individual Milestone Charges will be paid upon Acceptance of the related Milestone, in the amounts set forth in "Scenario 1: Milestone Charges - Paid at Completion" in the Milestone Charges Section of **Exhibit 4.1 (Pricing and Volumes Matrix)**
- 3.2. Milestone Charges shall be itemized on the applicable Monthly Invoices to VITA in sufficient detail to delineate the specific nature of the Charges. The invoice will clearly identify each Milestone Charge (e.g., Implementation Services Charges shall be clearly identified as "Charges for Implementation Services"), as well as by the relevant Implementation Milestone Identifier with which it is associated.
- 3.3. To preserve business continuity and integrity of critical systems in connection with Supplier's performance of the Services, Supplier shall acquire the hardware and software assets used by the Incumbent Supplier to provide the Commonwealth's network infrastructure.

### 4. Solution Services

- 4.1. **Remuneration.**
  - 4.1.1. To the extent Solution Services are subject to additional Charges, such Solution Services shall be documented in a Statement of Work under the Agreement. The alternative pricing methodologies that may be used for Solution Services may include Fixed Fee, Time and Materials (T&M), Capped T&M, or Staff Supplementation.

#### 4.2. T&M, Capped T&M and Staff Supplementation Calculation Rules.

4.2.1. "Productive Hours" means the number of productive hours actually worked by Supplier Personnel or Supplier Subcontractor to provide the Solution Services within the scope of the approved Statement of Work. Productive Hours do not include:

- i. Vacation time, holiday time, medical leave, military leave, non-productive commuter travel time and other analogous time;
- i. Time expended by Supplier Personnel to remedy Supplier performance failures or perform warranty services;
- ii. Time not authorized by VITA and Customer;
- iii. Time devoted to any Supplier overhead functions (Supplier training, Supplier internal meetings, Supplier internal projects, etc.);
- iv. Time devoted to prepare the proposal for the Statement of Work, including the gathering of requirements; or
- v. Work performed that would otherwise be included in on-going support fees for the Services

4.2.2. "Material" means any additional and direct costs incurred by the Supplier needed to provide the Services within the scope of the approved Statement of Work. Materials do not include:

- i. Costs related to general administration and overhead;
- ii. End User Computing devices for Supplier Staff and other peripherals (e.g., Laptop, mobile devices, etc.)

4.2.3. The Charges for Supplier Personnel performing Solution Services (other than with respect to Fixed Fee Projects), shall be calculated as the product of:

- i. the hourly rate applicable to him or her in his or her role in such month as set forth in the applicable rate card set forth in **Exhibit 4.1 (Pricing and Volumes Matrix)**, and
- ii. the number of Productive Hours that he or she devoted to providing such Solution Services during such month, not to exceed 42 hours per week.

#### 4.3. Productive Hours Reports.

Supplier shall provide a monthly report showing all Productive Hours worked by Supplier Personnel for all work that utilizes T&M and Capped T&M remuneration models. Such Productive Hours reports shall include Project Name, Role, Employee Name, Date and any other detail requested by VITA.

- 4.4. **Termination Fees for Solution Services.** Termination Fees are not applicable to Statements of Work for Solution Services.

## 5. Pass-Through Expenses - RESERVED

## 6. Resource Units and Measurement Methodology

- 6.1. If the provision of the Services requires increased dedicated support, additional resources, or additional hours of service, Supplier will provide such support, resources, or additional hours of service at no additional charge to VITA (other than for amounts for which VITA is financially responsible as expressly provided in the Agreement).
- 6.2. Resource Unit usage is measured on a monthly basis to determine Customers' actual consumption for calculation of Charges. Supplier will measure, track and report usage of Resource Units monthly. For clarity, a Resource Unit duly authorized and accepted (and not canceled) by Customer shall be deemed as in use by Customer. Exhibit 4.9, Billing Triggers Template, is a template which may be used by Supplier and VITA to develop a Billing Triggers document. When completed, the Billing Triggers document should summarize information related to calculation of Charges, such as the system of record, start date for services, etc. as well as any other items requested for inclusion by VITA. For purposes of determining the billable Resource Unit count for such month, the Resource Unit volumes will be counted as of the last day of each Billing Month (the "Measurement Date"), unless otherwise expressly stated in the Billing Triggers document.
- 6.2.1. During the first three months after Commencement, Charges will be calculated using agreed volumes based on best available information as of the monthly Measurement Date.
- 6.2.2. Measurement of Resource Units will only include counts which as of the Measurement Date are authorized by VITA and are actually made available by Supplier for use for the applicable location or users as designated by VITA.
- 6.2.3. Supplier's method and tools for measuring, tracking and reporting Resource Units is subject to VITA written approval. Any automated system used by Supplier to perform this responsibility will be configured to track and record all user entries, reports, modifications, and all other actions taken in relation to the billing source data. VITA or its designee may, at any time, perform an audit. Prior to the Commencement Date, VITA and the Supplier will review the measurement tools and processes for Resource Unit measurement, as well as resulting data, to ensure that such tools and processes are appropriate, accurate, producing consistent data, and reaching all devices that are to be measured.

## 7. Invoices

- 7.1. VITA will pay each invoice in accordance with **Section 4 (Charges)** of the Agreement.
- 7.2. Invoices will include the VITA purchase order number or other pertinent information for verification of receipt of the Services by the Customer, as agreed upon by the Parties for providing Charge Back Services, and must provide detailed and customized information as requested, in accordance with the provisions of the Agreement.
- 7.3. All invoices will be supported by the Chargeback detail, as described in **Section 11** below.
- 7.4. All invoices will be paid by EFT, unless VITA chooses to pay by a different method.
- 7.5. All Charges will be expressed, invoiced and paid in U.S. Dollars.

## 8. Charges for Additional Services or Operational Changes

- 8.1. Charges for Additional Services or Operational Changes will be in accordance with **Section 1.11.3 (Charges Related to Additional Services and Operational Change)**.

## 9. Travel, Shipping, Packing & Other Expenses

- 9.1. Except for expenses expressly stated in a Statement of Work for Time and Material Solution Services, all travel and living expenses incurred by Supplier Personnel in the delivery of the Services are included within the Charges and shall not be separately chargeable. All other expenses incurred by Supplier, including all taxes, shipping, packing, postal expenses, and moving expenses, are the financial responsibility of Supplier and are not separately chargeable or reimbursable.

## 10. RESERVED

## 11. Chargeback

- 11.1. Supplier is responsible for data collection, data integrity, and providing, at Supplier's election, either data feeds or supplemental reports to VITA for Chargeback information for all Services. At a minimum the data feed or supplemental reports shall provide detailed billing data by Customer, Customer account identifier, by cost center, by Customer use code, by Project, by program (Federal or otherwise), by tower, by Resource Unit, and by such other factors as requested by VITA required for chargeback.
- 11.2. For all Charges, Supplier shall provide data to support the Charges by the factors described above.
- 11.3. All supplemental reports will be in an easily machine readable format (e.g. CSV, not PDF)



## 12. Financial Planning and Forecasting

- 12.1. The Supplier will support the MSI semi-annual forecasting process by responding to forecasting related data requests in a timely and accurate manner.

## 13. Customer Data Center Space and Customer Remote Facilities

The software and hardware assets set forth in Exhibits 4.6 and 4.7 used to provide the Voice Data Network services prior to Commencement will be transferred to Supplier and will remain in place unless or until replaced or retired in accordance with the Implementation Plan and/or Refresh plan. Such software assets include those related to UCCaaS service, hosted in Customer Data Center(s).

Supplier's network operations center function will, as of Commencement, occupy and utilize the existing Customer facilities until the management of the applicable Services is migrated to Supplier Facilities in accordance with the Implementation Plan. Such use of Customer facilities shall be at no charge to Supplier.

Supplier-provided Non-Infrastructure Equipment (for example, LAN switches, WAN routers) will be situated at Customer Data Centers and/or Customer Remote Facilities for Customers' use. There shall be no charge to Supplier for appropriate rack, space, cooling or power required for such Equipment.

Supplier will utilize at no charge and Customer shall remain responsible for building cabling infrastructure, including but not limited to distribution frames, risers, and structured cabling.

Supplier requires work space for up to ten (10) members of Supplier's team at no charge to Supplier.

## 14. Termination Fees

### 14.1. Supplier Costs Build-Up

14.1.1. Termination fees are calculated based upon different categories of potential Supplier costs, as described below. The actual amount of termination fees payable by VITA will, for each category, be equal to the lesser of the calculation for that category, or the cap for that same category as detailed in **Exhibit 4.1 (Pricing and Volumes Matrix)**.

### 14.1.2. Supplier Equipment

14.1.2.1. The following applies only with respect to Equipment that is (a) owned by Supplier (including Equipment owned by Affiliates of Supplier) and (b) used on a fully dedicated basis to perform the Services prior to VITA's notice of termination. If (i) due to such termination such Equipment will no longer be used by Supplier to provide Services; (ii) none of VITA, other Customers or their designee(s) have elected to purchase such Equipment pursuant to **Section 13.3.4 (Equipment)** of the Agreement; and (iii) Supplier and its Subcontractors are unable to redeploy

such Equipment through diligent effort within sixty (60) days of the date on which such Equipment is no longer required to perform any Services, then the Termination Fee for this category will equal the sum, for all such equipment, of the lesser of fair market value or net book value, net of any amounts recovered by Supplier or Subcontractors through the sale or other disposition of such Equipment. Supplier will use commercially reasonable efforts to minimize the costs described above, including by: (i) working with VITA to identify all commercially reasonable means to avoid or minimize such costs, (ii) make the Equipment described in this Subsection available to VITA, Customers and their designee(s) in accordance with **Section 13.3.4 (Transition Out Assistance, Equipment)** of the Agreement, (iii) redeploy any such Equipment that is not assumed or acquired by VITA, any Customer or their designee(s) within Supplier's, any Affiliate's or any Subcontractor's organization if, and as soon as, commercially reasonable, and (iv) sell, cancel or otherwise dispose of any such Equipment that cannot be redeployed.

#### **14.1.3. Employee Severance Costs**

14.1.3.1. The following applies only to Supplier's employees that are fully dedicated and solely assigned to the provision of affected Services over the six (6) month period prior to the notice of termination (the "**Eligible Supplier Employees**"). For this category, the termination fee will equal the product of (A) the "Severance Cost Per Employee" (as specified in **Table 1** below for the Contract Year during which the date of severance occurs), multiplied by (B) the number of Eligible Supplier Employees that are actually terminated as of the later of (1) the termination date of the affected Services and (2) sixty (60) days after the date on which each such employee ceases to perform the affected Services; provided, however, that the Severance Cost Per Employee will not exceed the amount listed below, and such amounts will not be payable with respect to Eligible Supplier Employees who, during such sixty (60) day period:

- a) are transferred to VITA, any other Customer or their designee(s) or who are offered and accept employment with VITA, any Customer or their designee(s);
- b) Supplier declines to make available for transfer to or employment by VITA, other Customers and their designee(s); or
- c) are offered employment with VITA, other Customer or their designee(s) at equal or higher compensation (taking into consideration the total benefits package), but who do not accept such offer

| <b>Table 1: Severance Cost Per Employee</b> |                        |                        |                        |                        |
|---|------------------------|------------------------|------------------------|------------------------|
| <b>Contract Year 1</b>                      | <b>Contract Year 2</b> | <b>Contract Year 3</b> | <b>Contract Year 4</b> | <b>Contract Year 5</b> |
| \$66,542.00                                 | \$66,542.00            | \$66,542.00            | \$66,542.00            | \$66,542.00            |

#### **14.1.4. Supplier's Third Party Contracts**

14.1.4.1. With respect to Supplier's Third Party Contracts (including leases, licenses, and services contracts with Supplier's Third Parties) that are (A) no longer to be used to provide Services due to the relevant termination event, (B) which are identified in **Exhibit 4.8 (Third Party Contracts)**, and (C) are used by Supplier solely to perform the Services. If VITA, the Customers and their designee(s) decide not to assume any such Third Party Contract and Supplier is not able to use such Third Party Contract in connection with its performance of services for any other Supplier customers within sixty (60) days of the date on which such Third Party Contract is no longer required to perform the affected Services, then the termination fee for this category will equal any termination or cancellation fees that Supplier is contractually required to pay to the counter-party to such Third Party Contract in connection with the early termination of such Third Party Contract.

14.1.4.2. Supplier and its Affiliates and Subcontractors will use commercially reasonable efforts to avoid and minimize the costs described in clause (a) above. The commercially reasonable efforts to be employed by Supplier and its Affiliates and Subcontractors will include, to the extent applicable, (A) working with VITA to identify all commercially reasonable means to avoid or minimize such costs, (B) redeploying any such Third Party Contracts that are not assumed or acquired by VITA, any Customer or their designee(s) within Supplier's, any Affiliate's or any Subcontractor's organization if, and as soon as, commercially reasonable, (C) negotiating with the applicable counter-parties to such Third Party Contracts to eliminate or reduce such costs, and (D) canceling or otherwise disposing of any such Third Party Contracts that cannot be redeployed.

#### **14.1.5. Unrecovered Milestone Charges**

14.1.5.1. The Termination Charges will, to the extent applicable, include the unpaid balance of Milestone Charges for those milestones in **Exhibit 4.1 (Pricing and Volumes Matrix)** that have been completed by Supplier and Accepted by VITA (the "**Unrecovered Milestone Amount**"). For purposes of calculating the Unrecovered Milestone Amount, the amount representing the balance due will be discounted back to present value using the rate implicit in the difference between Scenario 1 and 2 in **Exhibit 4.1 (Pricing and Volumes Matrix)**, "Milestone Charges". The Unrecovered Milestone Amount will be calculated and due and payable at such time

that VITA no longer receives the affected Services, including any Termination Assistance Services associated therewith.

14.2. Calculation of Termination Fee

14.2.1. The applicability (expressed in terms of a percentage of the potential total) of the categories of termination fees described above is based on the type of termination being exercised (i.e., Cause, Convenience, etc.), as described in the termination categories table below:

**Termination Fees by Termination Categories**

|  | Cause<br>§ 12.1 of<br>Agreement | Privatization,<br>Divestiture or<br>Dissolution of<br>VITA<br>§ 12.3.1 of<br>Agreement | Change in<br>Control<br>§ 12.3.2 of<br>Agreement | Adverse<br>Changes in the<br>Supplier’s<br>Financial<br>Circumstances<br>§ 12.3.3 of<br>Agreement | Non-<br>Appropriation<br>of Funds<br>§ 12.3.4 of<br>Agreement | Regulatory<br>Termination<br>Rights<br>§ 12.3.5 of<br>Agreement | Force Majeure<br>§ 21.3.3 of<br>Agreement | Convenience<br>§ 12.2 of<br>Agreement |
|--|---------------------------------|--|--|---|---|---|---|---------------------------------------|
| Unrecovered<br>Milestone<br>Charges                | 0%                              | 0%   | 0%   | 0%  | 0%  | 0%  | 0%  | 100%                                  |
| Employee<br>Severance                              | 0%                              | 0%   | 0%   | 0%  | 0%  | 0%  | 0%  | 100%                                  |
| Supplier<br>Equipment                              | 0% <sup>(1)</sup>               | 0% <sup>(1)</sup>  | 0% <sup>(1)</sup>                                | 0% <sup>(1)</sup>   | 0% <sup>(1)</sup>   | 0% <sup>(1)</sup>   | 0% <sup>(1)</sup>                         | 100%                                  |
| Third Party<br>Contracts<br>(Software<br>Licenses) | 0% <sup>(2)</sup>               | 0% <sup>(2)</sup>  | 0% <sup>(2)</sup>                                | 0% <sup>(2)</sup>   | 0% <sup>(2)</sup>   | 0% <sup>(2)</sup>   | 0% <sup>(2)</sup>                         | 100%                                  |
| Third Party<br>Contracts<br>(Other)                | 0% <sup>(3)</sup>               | 0% <sup>(3)</sup>  | 0% <sup>(3)</sup>                                | 0% <sup>(3)</sup>   | 0% <sup>(3)</sup>   | 0% <sup>(3)</sup>   | 0% <sup>(3)</sup>                         | 100%                                  |

**Table Notes**

**Note 1:** While no termination fee for Equipment is due, VITA has the right but not the obligation to acquire Equipment and would pay the appropriate amount as described in this section for the equipment that they chose to acquire. (See, **Section 13.3.4 (Equipment)** of the Agreement)

**Note 2:** While no termination fee for software licenses is due, VITA has the right but not the obligation to acquire software licensing and would pay the appropriate amount as

described in this section for the equipment that they chose to acquire. (See, **Section 13.3.6 (Third Party Contracts)** of the Agreement)

**Note 3:** While no termination fee for Third Party Contracts is due, VITA has the right but not the obligation to acquire Third Party Contracts, if transferable, and would pay the appropriate amount as described in this section for the Third Party Contracts that they chose to acquire. (See, **Section 13.3.6 (Third Party Contracts)** of the Agreement)

**14.2.2.**As described above, if VITA terminates the Agreement in its entirety, the Termination Charges will be the sum of the applicable costs described above, multiplied by the applicable percentage shown in the table above. If VITA partially terminates the Agreement pursuant to **Section 12.6 (Partial Termination)** of the Agreement, the Termination Charges payable with respect to such termination will be the sum of the applicable costs described above, multiplied by the applicable percentage shown in the table above, reduced in proportion to the portion of the terminated Services.

**14.2.3.**Termination fees shall be calculated and chargeable as of the date of cessation of the affected Services (including Transition-Out Services). Supplier will prepare an itemized calculation of the expected Termination Fees and deliver it to VITA within thirty (30) days after Supplier's receipt of the notice of termination. Such calculation will contain such documentation as is reasonably necessary to validate the potential termination fees and Supplier shall address VITA's questions regarding such calculation and documentation. VITA will be entitled to audit the actual termination fee. Supplier will invoice VITA for the applicable termination fees owed Supplier (as applicable) following the date agreed with VITA as the date of cessation of the affected services (including Transition-Out Services) and such invoice will be due and payable in accordance with the Agreement.

### **14.3. Return of Prepayments**

**14.3.1.** Any Charges, expenses, refunds, rebates, credits or other amounts prepaid by VITA which Supplier has not (a) paid back to VITA or (b) applied to invoices presented for Services rendered prior to the date on which the relevant termination fees, if any, are calculated pursuant to Section 6.6 (Prepaid Amounts and Refundable Items) of the Agreement shall be, at VITA's option, credited toward such termination fee or paid to VITA to the extent such amounts are related to the Services implicated by the relevant termination event.

## **15. Equipment**

**15.1. Equipment Categories.** Supplier is responsible for all equipment used in or for the provision of the Services, including the support, maintenance, purchase or lease costs of the assets, and refresh of that equipment (except to the extent otherwise provided in this agreement, e.g. service provided on VITA owned assets). Depending on the type of equipment, the financial treatment of these costs will be as follows. Equipment will be categorized into two major equipment types, Infrastructure and Non-Infrastructure equipment.

**15.1.1. Infrastructure Equipment.**

- 15.1.1.1. ***“Infrastructure Equipment”*** will be the equipment assets that have no directly associated billable unit as described in **Exhibit 4.2 (Resource Unit Definitions)** (e.g. servers which support the backup environment).
- 15.1.1.2. All Infrastructure Equipment costs will be the responsibility of the Supplier and will not be discretely billable. Infrastructure Equipment costs include, but are not limited to, all Support, Hardware (including Refresh) and Maintenance. These costs should be spread to other relevant Resource Units.

**15.1.2. Non-Infrastructure Equipment.**

- 15.1.2.1. ***“Non-Infrastructure Equipment”*** will be the equipment assets that have a directly associated billable unit.
- 15.1.2.2. Non-Infrastructure Equipment costs will be billable in accordance with the RU structure set forth in **Exhibit 4.1 (Pricing and Volumes Matrix)** and the Resource Unit definitions in **Exhibit 4.2 (Resource unit Definitions)**. Support and refresh costs will be recovered in the relevant RU.

**16. Taxes**

- 16.1. VITA and Supplier’s responsibilities with respect to taxes are set forth in **Section 6.3 (Taxes)** of the Agreement.

**17. Service Level Credits**

- 17.1. Any Service Level or Critical Deliverable credits incurred by Supplier pursuant to **Section 3.2 (Service Level Credits)** of the Agreement will be credited by Supplier to the extent specified in **Exhibit 3 (Reporting and Service Level Management)**.

Virginia Information Technologies Agency



**Exhibit 4.1  
Pricing and Volumes Matrix**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Supplier Instructions

### Pricing Instructions - Inflation

The Supplier's pricing should exclude inflation. Only real increases/decreases should be included in the Supplier's Monthly Unit Rates rates. Inflation will be addressed in the Contract via Economic Change Adjustments (ECA).



| Tab Descriptions   |
|--|
| <p><b>Total Estimated Charges</b><br/>This form is to be used to specify the detailed Charges to VITA, at the estimated current consumption, for the Resource Units proposed by Supplier.</p>  |
| <p><b>Charges by Cost Type</b><br/>The Supplier should use this tab to provide the cost break-down of the Charges, by expense type (e.g. Labor, Hardware, Software, etc.). These amounts are for informational purposes only and will help the Commonwealth understand the Supplier solution.</p>  |
| <p><b>Monthly Unit Rates</b><br/>Supplier must specify the Monthly Unit Rates for the Resource Units proposed by Supplier.</p>   |
| <p><b>Estimated Volumes</b><br/>Supplier input is required for the RU structure of this RFP, therefore, no Estimated Volumes by RU will be provided initially by VITA. Supplier should refer to <b>Exhibit 4.1.1 (Current Consumption)</b> for the current volumes consumed by VITA and use such volumes to populate the Estimated Volumes for its proposed RU Structure. No organic growth, or reduction should be assumed.</p> |
| <p><b>Pass-Through</b><br/>This form is to be left blank by supplier and is intended for future use in circumstances in which VITA requests supplier to procure Hardware or Software on their behalf in accordance to Section 5 <b>Exhibit 4.0 (Pricing and Financial Provisions)</b>.</p>   |
| <p><b>Milestone Charges</b><br/>This form is to be used to specify the migration and other one-time Implementation charges by Milestone and by date. This form should be completed assuming two scenarios: 1. Payment of Milestones upon completion, and 2. Amortization of payments over the life of the initial Term. For more information relating to the "Existing Asset Purchase" milestone refer to Exhibit 4.0.</p>       |

**Milestone Implementation**

This form is to be used to specify the migration and other one-time Milestone Charges for Implementation Services by tower and by expense category. A list of expense categories and associated definitions are provided at the bottom of the form.

**Supplier Investments**

The Supplier should use this form to identify investments that it will be making over the term of the contract. These investments are not in addition to Unit Rate Charges and should be recovered in the Unit Rate Charges and excluded from the Implementation Charges. The investments identified in this form should support the Supplier's proposed technical solution and be the basis of the non-punitive required fees in the event VITA decides to exercise its right to terminate the Agreement. This form should reflect the actual cash investment as incurred.

**Termination**

The Supplier should itemize its direct non-recovered costs in the tables provided for Termination for Convenience. These dollar amounts shall be the effective termination expense caps for each termination expense category in accordance with **Section 14 of Exhibit 4.0 (Pricing and Financial Provisions)**.

**Inflation Sensitivity**

For each of the Resource Units in its proposed RU Structure the Supplier must document the percentage of Charges that are affected by the inflationary impact on Supplier's delivery of the Services ("**Inflation Sensitivity**") and which shall be applied on any inflation/deflation adjustment that is due. The inflation/deflation adjustment shall use "CPI-U" as published by the US Bureau of Labor Statistics for purposes of determining actual inflation, regardless of the location where the Supplier incurs costs associated with the delivery of Services. See Section 10 of **Exhibit 4.0** for more information.

**Rate Card**

Supplier should use this form to provide a list of available Resource Types for FTE Services and the applicable hourly rates, inclusive of travel. These Resource Types will be available for Solution Services (projects) in accordance with Section 4 of **Exhibit 4.0 (Pricing and Financial Provisions)**.

**Summary of Charges (\$)**

| Charge Description        | Year 1 *             | Year 2               | Year 3               | Year 4               | Year 5               | Year 5.5             | 5.5 Years Total       | Renewal Option 1     |                      | Renewal Option 2     |                      | 9.5 Years Total       |
|---------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
|                           |                      |                      |                      |                      |                      |                      |                       | Year 1               | Year 2               | Year 1               | Year 2               |                       |
| <b>Server Services</b>    |                      |                      |                      |                      |                      |                      |                       |                      |                      |                      |                      |                       |
| Annual Charges            | \$ 51,680,758        | \$ 51,679,909        | \$ 50,766,360        | \$ 51,170,879        | \$ 52,104,274        | \$ 26,077,665        | \$ 283,479,844        | \$ 50,196,206        | \$ 50,196,206        | \$ 50,472,733        | \$ 50,472,733        | \$ 484,817,722        |
| Transition Charges (*)    | \$ 1,904,165         | \$ 1,904,165         | \$ 1,904,165         | \$ 1,904,165         | \$ 1,904,165         | \$ -                 | \$ 9,520,826          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ 9,520,826          |
| <b>TOTAL VDN SERVICES</b> | <b>\$ 53,584,923</b> | <b>\$ 53,584,074</b> | <b>\$ 52,670,525</b> | <b>\$ 53,075,044</b> | <b>\$ 54,008,439</b> | <b>\$ 26,077,665</b> | <b>\$ 293,000,670</b> | <b>\$ 50,196,206</b> | <b>\$ 50,196,206</b> | <b>\$ 50,472,733</b> | <b>\$ 50,472,733</b> | <b>\$ 494,338,548</b> |

(\*) Reflects Option 2 for Transition Charges

Estimated Annual Charges (Annual Amounts in \$)

| Resource Description  | Contract               |                        |                        |                        |                        |                       |                        | 5.5 Years Total        | Renewal Option 1       |                        |                        | Renewal Option 2       |                        |  |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--|
|   | Year 1                 | Year 2                 | Year 3                 | Year 4                 | Year 5                 | Year 6                | Year 1                 |                        | Year 2                 | Total                  | Year 1                 | Year 2                 | Total                  |  |
| <b>Cross Functional Charges</b>   |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| <b>Cross Functional Charges</b>   |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| 2.1.1 Program Management Office   | \$7,991,897.84         | \$7,991,897.84         | \$7,259,307.20         | \$6,992,910.61         | \$6,926,311.46         | \$3,463,155.73        | \$40,625,480.67        | \$5,727,526.78         | \$5,727,526.78         | \$11,455,053.56        | \$5,660,927.63         | \$5,660,927.63         | \$11,321,855.27        |  |
| 2.1.2 Cross Functional (inc. Triage Desk)                               | \$3,059,006.40         | \$3,059,006.40         | \$2,778,597.48         | \$2,676,630.60         | \$2,651,138.88         | \$1,325,569.44        | \$15,549,949.20        | \$2,192,287.92         | \$2,192,287.92         | \$4,384,575.84         | \$2,166,796.20         | \$2,166,796.20         | \$4,333,592.40         |  |
| 2.1.3 Engineering Services  | \$3,774,160.57         | \$3,774,160.57         | \$3,428,195.85         | \$3,302,390.50         | \$3,270,939.16         | \$1,635,469.58        | \$19,185,316.24        | \$2,704,815.08         | \$2,704,815.08         | \$5,409,630.15         | \$2,673,363.74         | \$2,673,363.74         | \$5,346,727.48         |  |
| <b>Cross Functional Charges</b>   | <b>\$14,825,064.81</b> | <b>\$14,825,064.81</b> | <b>\$13,466,100.53</b> | <b>\$12,971,931.71</b> | <b>\$12,848,389.50</b> | <b>\$6,424,194.75</b> | <b>\$75,360,746.11</b> | <b>\$10,624,629.78</b> | <b>\$10,624,629.78</b> | <b>\$21,249,259.56</b> | <b>\$10,501,087.57</b> | <b>\$10,501,087.57</b> | <b>\$21,002,175.15</b> |  |
| <b>CPE</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| <b>2.2.1 CPE Use</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| <b>Managed WAN CPE</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| Router - 2 WAN, 1xT1  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, 2xT1  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, 4xT1  | \$1,940,836.56         | \$1,940,836.56         | \$1,940,836.56         | \$1,940,836.56         | \$1,940,836.56         | \$1,940,836.56        | \$970,418.28           | \$10,674,601.08        | \$1,940,836.56         | \$1,940,836.56         | \$3,881,673.12         | \$1,940,836.56         | \$3,881,673.12         |  |
| Router - 3 WAN, 1xDS3   | \$191,146.08           | \$191,146.08           | \$191,146.08           | \$191,146.08           | \$191,146.08           | \$95,573.04           | \$1,051,303.44         | \$191,146.08           | \$191,146.08           | \$382,292.16           | \$191,146.08           | \$191,146.08           | \$382,292.16           |  |
| Router - 2 WAN, 1xT1, IPSEC, LTE  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, 2xT1, IPSEC, LTE  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, 4xT1, IPSEC, LTE  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| LTE   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, Ethernet Only   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - 2 WAN, Ethernet Only, IPSEC, LTE                               | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Router - Core Data Center   | \$1,482,765.84         | \$1,482,765.84         | \$1,482,765.84         | \$1,482,765.84         | \$1,482,765.84         | \$741,382.92          | \$8,155,212.32         | \$1,482,765.84         | \$1,482,765.84         | \$2,965,531.68         | \$1,482,765.84         | \$1,482,765.84         | \$2,965,531.68         |  |
| <b>Managed LAN CPE</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| Switch - 8 Port   | \$194,622.60           | \$194,622.60           | \$194,622.60           | \$194,622.60           | \$194,622.60           | \$97,311.30           | \$1,070,424.30         | \$194,622.60           | \$194,622.60           | \$389,245.20           | \$194,622.60           | \$194,622.60           | \$389,245.20           |  |
| Switch - 24 Port  | \$2,036,435.04         | \$2,036,435.04         | \$2,036,435.04         | \$2,036,435.04         | \$2,036,435.04         | \$1,018,217.52        | \$11,200,392.72        | \$2,036,435.04         | \$2,036,435.04         | \$4,072,870.08         | \$2,036,435.04         | \$2,036,435.04         | \$4,072,870.08         |  |
| Switch - 48 Port  | \$2,959,156.80         | \$2,959,156.80         | \$2,959,156.80         | \$2,959,156.80         | \$2,959,156.80         | \$1,479,578.40        | \$16,275,362.40        | \$2,959,156.80         | \$2,959,156.80         | \$5,918,313.60         | \$2,959,156.80         | \$2,959,156.80         | \$5,918,313.60         |  |
| Switch - 24 Port (POE)  | \$82,643.52            | \$82,643.52            | \$82,643.52            | \$82,643.52            | \$82,643.52            | \$41,321.76           | \$454,539.36           | \$82,643.52            | \$82,643.52            | \$165,287.04           | \$82,643.52            | \$82,643.52            | \$165,287.04           |  |
| Switch - 48 Port (POE)  | \$256,566.96           | \$256,566.96           | \$256,566.96           | \$256,566.96           | \$256,566.96           | \$128,283.48          | \$1,411,118.28         | \$256,566.96           | \$256,566.96           | \$513,133.92           | \$256,566.96           | \$256,566.96           | \$513,133.92           |  |
| Switch Aggregation - 48 Port  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Switch Core - 192 Port  | \$974,762.76           | \$974,762.76           | \$974,762.76           | \$974,762.76           | \$974,762.76           | \$487,381.38          | \$5,361,195.18         | \$974,762.76           | \$974,762.76           | \$1,949,525.52         | \$974,762.76           | \$974,762.76           | \$1,949,525.52         |  |
| Enterprise Data Center Load Balancer - Medium                           | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$19,838.28           | \$218,221.08           | \$39,676.56            | \$39,676.56            | \$79,353.12            | \$39,676.56            | \$39,676.56            | \$79,353.12            |  |
| <b>Managed Wireless LAN CPE</b>   |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| Wifi Access Point Dual 2x2-2 Radio Integrated Antenna                   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Wifi Access Point Dual 3x3-3 Radio Integrated Omni Antenna Outdoor      | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| MU-MIMO Radio Integrated Antenna  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Wifi Access Point Dual 4x4-4 MU-MIMO Radio Integrated Antenna 2.5+1 GbE | \$324,976.32           | \$324,976.32           | \$324,976.32           | \$324,976.32           | \$324,976.32           | \$162,488.16          | \$1,787,369.76         | \$324,976.32           | \$324,976.32           | \$649,952.64           | \$324,976.32           | \$324,976.32           | \$649,952.64           |  |
| MU-MIMO Radio Integrated Antenna  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Wifi Access Point Dual 2x2-2 Radio Integrated Omni Antenna Outdoor      | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Wifi Access Point Dual 4x4-4 MU-MIMO Radio Integrated Antenna           | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Wifi Access Point Dual 2x2-2 Radio Integrated Antenna                   | \$173,736.00           | \$173,736.00           | \$173,736.00           | \$173,736.00           | \$173,736.00           | \$86,868.00           | \$955,548.00           | \$173,736.00           | \$173,736.00           | \$347,472.00           | \$173,736.00           | \$173,736.00           | \$347,472.00           |  |
| Wifi Controller 4-port 10/100/100BASE-T 16 AP and 1K Client Controller  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| 10/100/100BASE-T/1GBASE-X SFP 84 AP and 4K Clients Controller           | \$35,584.56            | \$35,584.56            | \$35,584.56            | \$35,584.56            | \$35,584.56            | \$17,792.28           | \$195,715.08           | \$35,584.56            | \$35,584.56            | \$71,169.12            | \$35,584.56            | \$35,584.56            | \$71,169.12            |  |
| Wifi Controller 2-port 10GBASE-X (SFP+) Controller                      | \$99,084.84            | \$99,084.84            | \$99,084.84            | \$99,084.84            | \$99,084.84            | \$49,542.42           | \$544,966.62           | \$99,084.84            | \$99,084.84            | \$198,169.68           | \$99,084.84            | \$99,084.84            | \$198,169.68           |  |
| <b>UCaaS CPE</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| Phone - UCaaS single line   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - UCaaS 2 line  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - UCaaS 4 line  | \$913,416.96           | \$913,416.96           | \$913,416.96           | \$913,416.96           | \$913,416.96           | \$456,708.48          | \$5,023,793.28         | \$913,416.96           | \$913,416.96           | \$1,826,833.92         | \$913,416.96           | \$913,416.96           | \$1,826,833.92         |  |
| Phone - UCaaS 16 line   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone Accessory - UCaaS Conference Phone POE Injector                   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone Accessory - UCaaS Conference Phone external microphone            | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - UCaaS 5 line, GigE  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - UCaaS 5 line, GigE, Wifi  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Voice Gateway 24 Port   | \$149,197.56           | \$149,197.56           | \$149,197.56           | \$149,197.56           | \$149,197.56           | \$74,598.78           | \$820,586.58           | \$149,197.56           | \$149,197.56           | \$298,395.12           | \$149,197.56           | \$149,197.56           | \$298,395.12           |  |
| Voice Gateway 48 Port   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Voice Gateway 160 Port  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| <b>VCE CPE</b>  |                        |                        |                        |                        |                        |                       |                        |                        |                        |                        |                        |                        |                        |  |
| Conference Phone  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Conferences Phone Extension Microphones                                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - VCE 2 line  | \$545,381.76           | \$545,381.76           | \$545,381.76           | \$545,381.76           | \$545,381.76           | \$272,690.88          | \$2,999,599.88         | \$545,381.76           | \$545,381.76           | \$1,090,763.52         | \$545,381.76           | \$545,381.76           | \$1,090,763.52         |  |
| Phone - VCE 6 line  | \$238,422.24           | \$238,422.24           | \$238,422.24           | \$238,422.24           | \$238,422.24           | \$119,211.12          | \$1,311,322.32         | \$238,422.24           | \$238,422.24           | \$476,844.48           | \$238,422.24           | \$238,422.24           | \$476,844.48           |  |
| Interface   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - VCE 12 line   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - VCE 12 line w/GigE  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Interface   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - VCE 12 line w/Video Port  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Phone - VCE 16 line w/Video Port  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Conference Phone  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| Attendee Expansion Module (ATA)   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| (ATA)   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| (ATA)   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |
| 4 Port Analog Terminal Adapter (ATA)                                    | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |  |

|                                       |            |                        |                        |                        |                        |                        |                       |                        |        |
|---------------------------------------|------------|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------|------------------------|--------|
| 8 Port Analog Terminal Adapter (ATA)  | Per Device | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00 |
| 24 Port Analog Terminal Adapter (ATA) | Per Device | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                | \$0.00                 | \$0.00 |
| <b>CPE Use</b>                        |            | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$6,319,206.48</b> | <b>\$69,511,271.28</b> |        |

|                |                        |                        |                        |
|----------------|------------------------|------------------------|------------------------|
|                | \$0.00                 | \$0.00                 | \$0.00                 |
|                | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>CPE Use</b> | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$25,276,825.92</b> |

|                |                        |                        |                        |
|----------------|------------------------|------------------------|------------------------|
|                | \$0.00                 | \$0.00                 | \$0.00                 |
|                | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>CPE Use</b> | <b>\$12,638,412.96</b> | <b>\$12,638,412.96</b> | <b>\$25,276,825.92</b> |

**2 Transport**

**2.3.1 PIP IP Port**

|                                    |          |        |        |        |        |        |        |        |        |
|------------------------------------|----------|--------|--------|--------|--------|--------|--------|--------|--------|
| Private IP (PIP) Port Installation | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|------------------------------------|----------|--------|--------|--------|--------|--------|--------|--------|--------|

**2.3.1 PIP IP Port**

|  |        |        |        |
|--|--------|--------|--------|
|  | \$0.00 | \$0.00 | \$0.00 |
|--|--------|--------|--------|

**2.3.1 PIP IP Port**

|  |        |        |        |
|--|--------|--------|--------|
|  | \$0.00 | \$0.00 | \$0.00 |
|--|--------|--------|--------|

|  |          |                |                |                |                |                |                |                 |  |
|--|----------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|--|
| <b>2.3.2 Private IP (PIP) Port</b>   |          |                |                |                |                |                |                |                 |  |
| DS1 - 64 Kbps  | Per Port | \$882.00       | \$882.00       | \$882.00       | \$882.00       | \$882.00       | \$441.00       | \$4,851.00      |  |
| DS1 - 128 Kbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS1 - 256 Kbps   | Per Port | \$939.96       | \$939.96       | \$939.96       | \$939.96       | \$939.96       | \$469.98       | \$5,169.78      |  |
| DS1 - 512 Kbps   | Per Port | \$41,559.84    | \$41,559.84    | \$41,559.84    | \$41,559.84    | \$41,559.84    | \$20,779.92    | \$228,579.12    |  |
| DS1 - 1,024 Mbps   | Per Port | \$7,800.00     | \$7,800.00     | \$7,800.00     | \$7,800.00     | \$7,800.00     | \$3,900.00     | \$42,800.00     |  |
| DS1 - 1,536 Mbps   | Per Port | \$1,112,280.00 | \$1,112,280.00 | \$1,112,280.00 | \$1,112,280.00 | \$1,112,280.00 | \$556,140.00   | \$6,117,540.00  |  |
| 2xDS1 - 3,072 Mbps   | Per Port | \$945,360.00   | \$945,360.00   | \$945,360.00   | \$945,360.00   | \$945,360.00   | \$472,680.00   | \$5,199,480.00  |  |
| 3xDS1 - 4,608 Mbps   | Per Port | \$491,400.00   | \$491,400.00   | \$491,400.00   | \$491,400.00   | \$491,400.00   | \$245,700.00   | \$2,702,700.00  |  |
| 4xDS1 - 6,144 Mbps   | Per Port | \$735,361.20   | \$735,361.20   | \$735,361.20   | \$735,361.20   | \$735,361.20   | \$367,680.60   | \$4,044,496.60  |  |
| DS3 - 8 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 10 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 15 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 20 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 30 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 40 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| DS3 - 44,736 Mbps  | Per Port | \$450,359.28   | \$450,359.28   | \$450,359.28   | \$450,359.28   | \$450,359.28   | \$225,179.64   | \$2,476,976.04  |  |
| OC-3 - 50 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-3 - 80 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-3 - 100 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-3 - 155/155.52Mbps  | Per Port | \$321,300.00   | \$321,300.00   | \$321,300.00   | \$321,300.00   | \$321,300.00   | \$160,650.00   | \$1,767,150.00  |  |
| OC-12 - 200 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-12 - 300 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-12 - 500 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-12 - 600 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| OC-12 - 622.08 Mbps  | Per Port | \$207,385.92   | \$207,385.92   | \$207,385.92   | \$207,385.92   | \$207,385.92   | \$103,692.96   | \$1,140,622.56  |  |
| Ethernet - 1 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 2 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 3 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 4 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 5 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 6 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 7 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 8 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 10 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 15 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 20 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 30 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 40 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 50 Mbps   | Per Port | \$772,200.00   | \$772,200.00   | \$772,200.00   | \$772,200.00   | \$772,200.00   | \$386,100.00   | \$4,247,100.00  |  |
| Ethernet - 80 Mbps   | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 100 Mbps  | Per Port | \$40,860.00    | \$40,860.00    | \$40,860.00    | \$40,860.00    | \$40,860.00    | \$20,430.00    | \$224,730.00    |  |
| Ethernet - 150 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 200 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 300 Mbps  | Per Port | \$179,340.00   | \$179,340.00   | \$179,340.00   | \$179,340.00   | \$179,340.00   | \$89,670.00    | \$986,370.00    |  |
| Ethernet - 400 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 500 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 600 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 800 Mbps  | Per Port | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          |  |
| Ethernet - 1000 Mbps   | Per Port | \$323,400.00   | \$323,400.00   | \$323,400.00   | \$323,400.00   | \$323,400.00   | \$161,700.00   | \$1,778,700.00  |  |
| Note 1: Internet bandwidths above 1 Gbps are quoted on an Individual Case Basis (ICB). |          |                |                |                |                |                |                |                 |  |
| Private IP (PIP)   |          | \$5,630,428.20 | \$5,630,428.20 | \$5,630,428.20 | \$5,630,428.20 | \$5,630,428.20 | \$2,815,214.10 | \$30,967,355.10 |  |

|  |                |                |                 |
|--|----------------|----------------|-----------------|
|  | \$5,630,428.20 | \$5,630,428.20 | \$11,260,856.40 |
|--|----------------|----------------|-----------------|

|  |                |                |                 |
|--|----------------|----------------|-----------------|
|  | \$5,630,428.20 | \$5,630,428.20 | \$11,260,856.40 |
|--|----------------|----------------|-----------------|

**2.3.3 Gold Committed Access Rate (CAR)**

|   |             |                     |                     |                     |                     |                     |                     |                       |        |
|---|-------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|--------|
| 0 Kbps                                  | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                | \$0.00 |
| 28 Kbps - 1.728 Mbps                    | Per Circuit | \$67,261.32         | \$67,261.32         | \$67,261.32         | \$67,261.32         | \$67,261.32         | \$33,630.66         | \$369,937.26          |        |
| 1.728 Mbps - 3.072 Mbps                 | Per Circuit | \$122,610.60        | \$122,610.60        | \$122,610.60        | \$122,610.60        | \$122,610.60        | \$61,305.30         | \$674,358.30          |        |
| 3,000 Mbps - 4,144 Mbps                 | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 5,000 Mbps - 9,000 Mbps                 | Per Circuit | \$44,226.00         | \$44,226.00         | \$44,226.00         | \$44,226.00         | \$44,226.00         | \$22,113.00         | \$243,243.00          |        |
| 10,000 Mbps                             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 13,488 Mbps - 22,496 Mbps               | Per Circuit | \$24,897.60         | \$24,897.60         | \$24,897.60         | \$24,897.60         | \$24,897.60         | \$12,448.80         | \$136,936.80          |        |
| 24,384 Mbps - 30,720 Mbps               | Per Circuit | \$7,192.08          | \$7,192.08          | \$7,192.08          | \$7,192.08          | \$7,192.08          | \$3,596.04          | \$39,556.44           |        |
| 36,000 Mbps - 44,992 Mbps               | Per Circuit | \$8,298.36          | \$8,298.36          | \$8,298.36          | \$8,298.36          | \$8,298.36          | \$4,149.18          | \$45,640.98           |        |
| 50,000 Mbps                             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 62,500 Mbps - 90,000 Mbps               | Per Circuit | \$43,619.04         | \$43,619.04         | \$43,619.04         | \$43,619.04         | \$43,619.04         | \$21,809.52         | \$239,904.72          |        |
| 100,000 Mbps - 180,000 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 200,500 Mbps - 270,000 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 300,000 Mbps - 360,000 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 400,000 Mbps - 450,000 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 500,000 Mbps - 559,888 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 720,000 Mbps - 765,000 Mbps             | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| 900,000 Mbps                            | Per Circuit | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00              | \$0.00                |        |
| <b>Gold Committed Access Rate (CAR)</b> |             | <b>\$318,105.00</b> | <b>\$318,105.00</b> | <b>\$318,105.00</b> | <b>\$318,105.00</b> | <b>\$318,105.00</b> | <b>\$159,052.50</b> | <b>\$1,749,577.50</b> |        |

|  |              |              |              |
|--|--------------|--------------|--------------|
|  | \$318,105.00 | \$318,105.00 | \$636,210.00 |
|--|--------------|--------------|--------------|

|  |              |              |              |
|--|--------------|--------------|--------------|
|  | \$318,105.00 | \$318,105.00 | \$636,210.00 |
|--|--------------|--------------|--------------|

**2.3.4 Internet Port Installation**

|                            |                   |        |        |        |        |        |        |        |        |
|----------------------------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Internet Port Installation | Per Internet Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|----------------------------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|

**2.3.4 Internet Port**

|  |        |        |        |
|--|--------|--------|--------|
|  | \$0.00 | \$0.00 | \$0.00 |
|--|--------|--------|--------|

**2.3.5 TDM Delivered Internet Ports (Full)**

|   |          |        |        |        |        |        |        |        |  |
|---|----------|--------|--------|--------|--------|--------|--------|--------|--|
| <b>2.3.5 TDM Delivered Internet Ports (Full)</b>    |          |        |        |        |        |        |        |        |  |
| DS1 - 1,536 Mbps                                    | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| 2xDS1 - 3,072 Mbps                                  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| 3xDS1 - 4,608 Mbps                                  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| 4xDS1 - 6,144 Mbps                                  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 44,736 Mbps                                   | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| OC-3 - 155.52 MB                                    | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| OC-12 - 622.08 MB                                   | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| OC-48 - 2498.32 MB                                  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| <b>TDM Delivered Internet Port (Fractional DS3)</b> |          |        |        |        |        |        |        |        |  |
| DS3 - 3 MB  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 6 MB  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 7 MB  | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 12 MB   | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 15 MB   | Per Port | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  |
| DS3 - 21 MB   | Per Port | \$0.00 | \$0.00 | \$0    |        |        |        |        |  |



|  |  | \$0.00       | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |                        |
|--|--|--------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1Gbps Fibre Channel                                |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |                        |
| 1 Gbps FICON                                       |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |                        |
| <b>SONET</b>                                       |  |              | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$858,443.76</b>    | <b>\$9,442,881.36</b>  | <b>\$1,716,887.52</b>  | <b>\$1,716,887.52</b>  | <b>\$3,433,775.04</b>  | <b>\$3,433,775.04</b>  |                        |
| <b>Transport Subtotal</b>                          |  |              | <b>\$12,419,304.72</b> | <b>\$12,724,008.72</b> | <b>\$13,120,308.72</b> | <b>\$14,040,744.72</b> | <b>\$15,147,864.72</b> | <b>\$15,147,864.72</b> | <b>\$7,573,932.36</b>  | <b>\$75,026,163.96</b> | <b>\$15,360,972.72</b> | <b>\$15,360,972.72</b> | <b>\$30,721,945.44</b> | <b>\$15,775,908.72</b> | <b>\$15,775,908.72</b> | <b>\$31,551,817.44</b> |
| <b>2 Data Networking Services</b>                  |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| <b>Managed WAN</b>                                 |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Managed WAN Activation                             |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Managed WAN</b>                                 |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| X-Small Router                                     |  | Per Device   | \$275,880.00           | \$275,880.00           | \$275,880.00           | \$275,880.00           | \$275,880.00           | \$137,940.00           | \$1,517,340.00         | \$275,880.00           | \$275,880.00           | \$551,760.00           | \$275,880.00           | \$275,880.00           | \$551,760.00           | \$551,760.00           |
| Small Router                                       |  | Per Device   | \$699,600.00           | \$699,600.00           | \$699,600.00           | \$699,600.00           | \$699,600.00           | \$349,800.00           | \$3,847,800.00         | \$699,600.00           | \$699,600.00           | \$1,399,200.00         | \$699,600.00           | \$699,600.00           | \$1,399,200.00         | \$1,399,200.00         |
| Medium Router                                      |  | Per Device   | \$4,620.00             | \$4,620.00             | \$4,620.00             | \$4,620.00             | \$4,620.00             | \$2,310.00             | \$25,410.00            | \$4,620.00             | \$4,620.00             | \$9,240.00             | \$4,620.00             | \$4,620.00             | \$9,240.00             | \$9,240.00             |
| Large Router                                       |  | Per Device   | \$59,400.00            | \$59,400.00            | \$59,400.00            | \$59,400.00            | \$59,400.00            | \$29,700.00            | \$326,700.00           | \$59,400.00            | \$59,400.00            | \$118,800.00           | \$59,400.00            | \$59,400.00            | \$118,800.00           | \$118,800.00           |
| X-Large Router                                     |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Managed WAN</b>                                 |  |              | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$519,750.00</b>    | <b>\$5,717,250.00</b>  | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$2,079,000.00</b>  | <b>\$1,039,500.00</b>  | <b>\$1,039,500.00</b>  | <b>\$2,079,000.00</b>  | <b>\$2,079,000.00</b>  |
| <b>Managed LAN</b>                                 |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Managed LAN Activation                             |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Managed LAN</b>                                 |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| Small Switch                                       |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$1,075,863.60         | \$1,075,863.60         | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Medium Switch                                      |  | Per Device   | \$2,151,727.20         | \$2,151,727.20         | \$2,151,727.20         | \$2,151,727.20         | \$2,151,727.20         | \$39,803.40            | \$10,798,439.40        | \$2,151,727.20         | \$2,151,727.20         | \$4,303,454.40         | \$2,151,727.20         | \$2,151,727.20         | \$4,303,454.40         | \$4,303,454.40         |
| Large Switch                                       |  | Per Device   | \$79,606.80            | \$79,606.80            | \$79,606.80            | \$79,606.80            | \$79,606.80            | \$19,336.56            | \$177,370.56           | \$79,606.80            | \$79,606.80            | \$159,213.60           | \$79,606.80            | \$79,606.80            | \$159,213.60           | \$159,213.60           |
| X-Large Switch                                     |  | Per Device   | \$38,673.12            | \$38,673.12            | \$38,673.12            | \$38,673.12            | \$38,673.12            | \$9,367.56             | \$177,346.24           | \$38,673.12            | \$38,673.12            | \$77,346.24            | \$38,673.12            | \$38,673.12            | \$77,346.24            | \$77,346.24            |
| Medium Load Balancer                               |  | Per Device   | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$39,676.56            | \$19,838.28            | \$218,221.08           | \$39,676.56            | \$39,676.56            | \$79,353.12            | \$39,676.56            | \$39,676.56            | \$79,353.12            | \$79,353.12            |
| <b>Managed LAN</b>                                 |  |              | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$1,154,841.84</b>  | <b>\$12,703,260.24</b> | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$4,619,367.36</b>  | <b>\$2,309,683.68</b>  | <b>\$2,309,683.68</b>  | <b>\$4,619,367.36</b>  | <b>\$4,619,367.36</b>  |
| <b>Managed WLAN</b>                                |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Managed WLAN Activation                            |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Managed WLAN</b>                                |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| Small Wireless LAN Controllers                     |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Medium Wireless LAN Controllers                    |  | Per Device   | \$45,299.52            | \$45,299.52            | \$45,299.52            | \$45,299.52            | \$45,299.52            | \$22,649.76            | \$249,147.36           | \$45,299.52            | \$45,299.52            | \$90,599.04            | \$45,299.52            | \$45,299.52            | \$90,599.04            | \$90,599.04            |
| Large Wireless LAN Controllers                     |  | Per Device   | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Managed WLAN</b>                                |  |              | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$116,972.70</b>    | <b>\$1,286,654.40</b>  | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$467,890.80</b>    | <b>\$233,945.40</b>    | <b>\$233,945.40</b>    | <b>\$467,890.80</b>    | <b>\$467,890.80</b>    |
| <b>Managed WLAN</b>                                |  |              | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$139,622.46</b>    | <b>\$1,535,847.06</b>  | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$558,489.84</b>    | <b>\$279,244.92</b>    | <b>\$279,244.92</b>    | <b>\$558,489.84</b>    | <b>\$558,489.84</b>    |
| <b>DDoS Shield</b>                                 |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| <b>Distributed Denial of Service (DDoS) Shield</b> |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| DDoS Shield 50 Mbps                                |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| DDoS Shield 100 Mbps                               |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| DDoS Shield 500 Mbps                               |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| DDoS Shield 1000 Mbps                              |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| DDoS Shield 2000 Mbps                              |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| DDoS Shield 5000 Mbps                              |  | Per Circuit  | \$234,000.00           | \$234,000.00           | \$234,000.00           | \$234,000.00           | \$234,000.00           | \$117,000.00           | \$1,287,000.00         | \$234,000.00           | \$234,000.00           | \$468,000.00           | \$234,000.00           | \$234,000.00           | \$468,000.00           | \$468,000.00           |
| DDoS Shield 10,000 Mbps                            |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Additional IP space /20                            |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Additional IP space /18                            |  | Per Circuit  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Additional IP space /16                            |  | Per Circuit  | \$61,440.00            | \$61,440.00            | \$61,440.00            | \$61,440.00            | \$61,440.00            | \$30,720.00            | \$337,780.00           | \$61,440.00            | \$61,440.00            | \$122,880.00           | \$61,440.00            | \$61,440.00            | \$122,880.00           | \$122,880.00           |
| Additional traffic returns / return                |  | Per Circuit  | \$16,800.00            | \$16,800.00            | \$16,800.00            | \$16,800.00            | \$16,800.00            | \$8,400.00             | \$92,400.00            | \$16,800.00            | \$16,800.00            | \$33,600.00            | \$16,800.00            | \$16,800.00            | \$33,600.00            | \$33,600.00            |
| <b>DDoS Shield</b>                                 |  |              | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$156,120.00</b>    | <b>\$1,717,320.00</b>  | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$624,480.00</b>    | <b>\$312,240.00</b>    | <b>\$312,240.00</b>    | <b>\$624,480.00</b>    | <b>\$624,480.00</b>    |
| <b>Secure Gateway</b>                              |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| <b>Secure Gateway Services</b>                     |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| Secure Gateway Activation                          |  | Per Site     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Secure Gateway Universal Port</b>               |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| Universal Port - 50 Mbps                           |  | Per port     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Universal Port - 100 Mbps                          |  | Per port     | \$34,008.00            | \$34,008.00            | \$34,008.00            | \$34,008.00            | \$34,008.00            | \$17,004.00            | \$187,044.00           | \$34,008.00            | \$34,008.00            | \$68,016.00            | \$34,008.00            | \$34,008.00            | \$68,016.00            | \$68,016.00            |
| Universal Port - 250 Mbps                          |  | Per port     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Universal Port - 500 Mbps                          |  | Per port     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| Universal Port - 1000 Mbps                         |  | Per port     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>Secure Gateway Remote Office</b>                |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$0.00</b>          |
| Secure Gateway Remote Office                       |  | Per Device   | \$429,420.00           | \$429,420.00           | \$429,420.00           | \$429,420.00           | \$429,420.00           | \$214,710.00           | \$2,361,810.00         | \$429,420.00           | \$429,420.00           | \$858,840.00           | \$429,420.00           | \$429,420.00           | \$858,840.00           | \$858,840.00           |
| <b>Secure Gateway</b>                              |  |              | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$231,714.00</b>    | <b>\$2,548,854.00</b>  | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$926,856.00</b>    | <b>\$463,428.00</b>    | <b>\$463,428.00</b>    | <b>\$926,856.00</b>    | <b>\$926,856.00</b>    |
| <b>Data Networking Services Subtotal</b>           |  |              | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$2,202,048.30</b>  | <b>\$24,222,531.30</b> | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$8,808,193.20</b>  | <b>\$4,404,096.60</b>  | <b>\$4,404,096.60</b>  | <b>\$8,808,193.20</b>  | <b>\$8,808,193.20</b>  |
| <b>3 Voice Networking Services</b>                 |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| <b>UCCAAS Seat</b>                                 |  |              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| UCCAAS Solution Set-up                             |  | Per Instance | \$305,599.00           | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 |
| <b>UCCAAS Seat</b>                                 |  |              | <b>\$0.00</b>          | <b>\$0.00</b>          | <b>\$</b>              |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |





|  |                        |                        |                        |                        |                        |                        |                         |                        |                        |                        |                         |                        |                        |                         |                       |                       |                        |                       |                       |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|-------------------------|-----------------------|-----------------------|------------------------|-----------------------|-----------------------|
| Local Origination Access Charges, § Per Minute | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                | \$0.00                | \$0.00                 | \$0.00                | \$0.00                |
| Local Origination Access Charges, § Per Minute | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                | \$0.00                | \$0.00                 | \$0.00                | \$0.00                |
| Local Origination Access Charges, § Per Minute | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                | \$0.00                | \$0.00                 | \$0.00                | \$0.00                |
| Local Origination Access Charges, § Per Minute | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                | \$0.00                | \$0.00                 | \$0.00                | \$0.00                |
| Local Origination Access Charges, § Per Minute | \$19,489.49            | \$19,489.49            | \$19,489.49            | \$19,489.49            | \$19,489.49            | \$19,489.49            | \$19,489.49             | \$116,936.91           | \$19,489.49            | \$19,489.49            | \$38,978.97             | \$19,489.49            | \$19,489.49            | \$38,978.97             | \$19,489.49           | \$19,489.49           | \$38,978.97            | \$19,489.49           | \$19,489.49           |
| Local Origination Access Charges, § Per Minute | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                | \$0.00                | \$0.00                 | \$0.00                | \$0.00                |
| IP Contact Center                              | \$53,801.61            | \$53,801.61            | \$53,801.61            | \$53,801.61            | \$53,801.61            | \$53,801.61            | \$53,801.61             | \$322,809.68           | \$53,801.61            | \$53,801.61            | \$107,603.23            | \$53,801.61            | \$53,801.61            | \$107,603.23            | \$53,801.61           | \$53,801.61           | \$107,603.23           | \$53,801.61           | \$53,801.61           |
| END  |                        |                        |                        |                        |                        |                        |                         |                        |                        |                        |                         |                        |                        |                         |                       |                       |                        |                       |                       |
| <b>Voice Networking Services Subtotal</b>      | <b>\$10,172,390.89</b> | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$4,960,296.75</b>   | <b>\$54,599,855.22</b> | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$19,733,583.79</b>  | <b>\$9,866,791.89</b>  | <b>\$9,866,791.89</b>  | <b>\$19,733,583.79</b>  | <b>\$9,866,791.89</b> | <b>\$9,866,791.89</b> | <b>\$19,733,583.79</b> | <b>\$9,866,791.89</b> | <b>\$9,866,791.89</b> |
| <b>Total Estimated Charges Gross</b>           | <b>\$54,459,269.98</b> | <b>\$54,459,374.98</b> | <b>\$53,495,710.71</b> | <b>\$53,921,977.88</b> | <b>\$54,905,555.67</b> | <b>\$27,479,678.64</b> | <b>\$298,720,567.87</b> |                        | <b>\$52,894,903.95</b> | <b>\$52,894,903.95</b> | <b>\$105,789,807.91</b> | <b>\$53,186,297.75</b> | <b>\$53,186,297.75</b> | <b>\$106,372,595.49</b> |                       |                       |                        |                       |                       |
| <b>5.102% Discount</b>                         | <b>-\$2,778,511.95</b> | <b>-\$2,778,466.29</b> | <b>-\$2,729,351.16</b> | <b>-\$2,751,099.31</b> | <b>-\$2,801,281.45</b> | <b>-\$1,402,013.20</b> | <b>-\$15,240,723.37</b> |                        | <b>-\$2,698,698.00</b> | <b>-\$2,698,698.00</b> | <b>-\$5,397,396.00</b>  | <b>-\$2,713,564.91</b> | <b>-\$2,713,564.91</b> | <b>-\$5,427,129.82</b>  |                       |                       |                        |                       |                       |
| <b>Total Estimated Charges</b>                 | <b>\$51,680,758.03</b> | <b>\$51,679,908.69</b> | <b>\$50,766,359.55</b> | <b>\$51,170,878.57</b> | <b>\$52,104,274.22</b> | <b>\$26,077,665.44</b> | <b>\$283,479,844.50</b> |                        | <b>\$50,196,205.95</b> | <b>\$50,196,205.95</b> | <b>\$100,392,411.91</b> | <b>\$50,472,732.84</b> | <b>\$50,472,732.84</b> | <b>\$100,945,465.67</b> |                       |                       |                        |                       |                       |
|  | <b>-\$1,033,615.16</b> | <b>-\$1,033,598.17</b> | <b>-\$1,015,327.19</b> | <b>-\$1,023,417.57</b> | <b>-\$1,042,085.48</b> | <b>-\$521,553.31</b>   | <b>-\$5,669,596.89</b>  |                        | <b>-\$1,003,924.12</b> | <b>-\$1,003,924.12</b> | <b>-\$2,007,848.24</b>  | <b>-\$1,009,454.66</b> | <b>-\$1,009,454.66</b> | <b>-\$2,016,909.31</b>  |                       |                       |                        |                       |                       |
|  | <b>\$50,647,142.87</b> | <b>\$50,646,310.52</b> | <b>\$49,751,032.36</b> | <b>\$50,147,461.00</b> | <b>\$51,062,188.74</b> | <b>\$25,556,112.13</b> | <b>\$277,810,247.61</b> |                        | <b>\$49,192,281.83</b> | <b>\$49,192,281.83</b> | <b>\$98,384,563.67</b>  | <b>\$49,463,278.18</b> | <b>\$49,463,278.18</b> | <b>\$98,926,556.36</b>  |                       |                       |                        |                       |                       |

Notes: Each invoice shall include a 5.102% discount off the total invoice amount.



|   |            |          |          |          |          |          |          |
|---|------------|----------|----------|----------|----------|----------|----------|
| Wifi Controller 4-port<br>10/100/1000BASE-T 16 AP and 1K<br>Client Controller                     | Per Device | \$66.09  | \$66.09  | \$66.09  | \$66.09  | \$66.09  | \$66.09  |
| Wifi Controller 8p Dual Pers<br>10/100/1000BASE-T/1GBASE-X SFP<br>64 AP and 4K Clients Controller | Per Device | \$269.58 | \$269.58 | \$269.58 | \$269.58 | \$269.58 | \$269.58 |
| Wifi Controller 2-port 10GBASE-X<br>(SFP+) Controller   | Per Device | \$485.71 | \$485.71 | \$485.71 | \$485.71 | \$485.71 | \$485.71 |
| <b>UCCaaS CPE</b>   |            |          |          |          |          |          |          |
| Phone - UCCaaS single line  | Per Device | \$4.01   | \$4.01   | \$4.01   | \$4.01   | \$4.01   | \$4.01   |
| Phone - UCCaaS 2 line   | Per Device | \$4.82   | \$4.82   | \$4.82   | \$4.82   | \$4.82   | \$4.82   |
| Phone - UCCaaS 4 line   | Per Device | \$6.32   | \$6.32   | \$6.32   | \$6.32   | \$6.32   | \$6.32   |
| Phone - UCCaaS 16 line  | Per Device | \$6.74   | \$6.74   | \$6.74   | \$6.74   | \$6.74   | \$6.74   |
| Phone - UCCaaS Conference Phone   | Per Device | \$28.03  | \$28.03  | \$28.03  | \$28.03  | \$28.03  | \$28.03  |
| Conference Phone POE Injector   | Per Device | \$2.76   | \$2.76   | \$2.76   | \$2.76   | \$2.76   | \$2.76   |
| Conference Phone external<br>microphone   | Per Device | \$10.37  | \$10.37  | \$10.37  | \$10.37  | \$10.37  | \$10.37  |
| Phone - UCCaaS 5 line, GigE   | Per Device | \$9.70   | \$9.70   | \$9.70   | \$9.70   | \$9.70   | \$9.70   |
| Phone - UCCaaS 5 line, GigE, Wifi   | Per Device | \$13.14  | \$13.14  | \$13.14  | \$13.14  | \$13.14  | \$13.14  |
| Voice Gateway 24 Port   | Per Device | \$120.71 | \$120.71 | \$120.71 | \$120.71 | \$120.71 | \$120.71 |
| Voice Gateway 48 Port   | Per Device | \$232.94 | \$232.94 | \$232.94 | \$232.94 | \$232.94 | \$232.94 |
| Voice Gateway 160 Port  | Per Device | \$324.83 | \$324.83 | \$324.83 | \$324.83 | \$324.83 | \$324.83 |
| <b>VCE CPE</b>  |            |          |          |          |          |          |          |
| Conference Phone  | Per Device | \$44.99  | \$44.99  | \$44.99  | \$44.99  | \$44.99  | \$44.99  |
| Conference Phone Extension<br>Microphones   | Per Device | \$9.50   | \$9.50   | \$9.50   | \$9.50   | \$9.50   | \$9.50   |
| Phone - VCE 2 line  | Per Device | \$3.74   | \$3.74   | \$3.74   | \$3.74   | \$3.74   | \$3.74   |
| Phone - VCE 6 line  | Per Device | \$6.54   | \$6.54   | \$6.54   | \$6.54   | \$6.54   | \$6.54   |
| Phone - VCE 6 line w/GigE Interface   | Per Device | \$7.71   | \$7.71   | \$7.71   | \$7.71   | \$7.71   | \$7.71   |
| Phone - VCE 12 line   | Per Device | \$8.67   | \$8.67   | \$8.67   | \$8.67   | \$8.67   | \$8.67   |
| Phone - VCE 12 line w/GigE Interface  | Per Device | \$9.74   | \$9.74   | \$9.74   | \$9.74   | \$9.74   | \$9.74   |
| Phone - VCE 12 line w/Video Port  | Per Device | \$11.86  | \$11.86  | \$11.86  | \$11.86  | \$11.86  | \$11.86  |
| Phone - VCE 16 line w/Video Port  | Per Device | \$14.22  | \$14.22  | \$14.22  | \$14.22  | \$14.22  | \$14.22  |
| Conference Phone  | Per Device | \$28.49  | \$28.49  | \$28.49  | \$28.49  | \$28.49  | \$28.49  |
| Attendant Expansion Module  | Per Device | \$16.50  | \$16.50  | \$16.50  | \$16.50  | \$16.50  | \$16.50  |
| 8 port Analog Terminal Adapter (ATA)  | Per Device | \$16.36  | \$16.36  | \$16.36  | \$16.36  | \$16.36  | \$16.36  |
| 2 port Analog Terminal Adapter (ATA)  | Per Device | \$5.99   | \$5.99   | \$5.99   | \$5.99   | \$5.99   | \$5.99   |
| 4 Port Analog Terminal Adapter (ATA)  | Per Device | \$10.99  | \$10.99  | \$10.99  | \$10.99  | \$10.99  | \$10.99  |
| 8 Port Analog Terminal Adapter (ATA)  | Per Device | \$17.00  | \$17.00  | \$17.00  | \$17.00  | \$17.00  | \$17.00  |
| (ATA)   | Per Device | \$58.99  | \$58.99  | \$58.99  | \$58.99  | \$58.99  | \$58.99  |

|          |          |
|----------|----------|
| \$66.09  | \$66.09  |
| \$269.58 | \$269.58 |
| \$485.71 | \$485.71 |
| \$4.01   | \$4.01   |
| \$4.82   | \$4.82   |
| \$6.32   | \$6.32   |
| \$6.74   | \$6.74   |
| \$28.03  | \$28.03  |
| \$2.76   | \$2.76   |
| \$10.37  | \$10.37  |
| \$9.70   | \$9.70   |
| \$13.14  | \$13.14  |
| \$120.71 | \$120.71 |
| \$232.94 | \$232.94 |
| \$324.83 | \$324.83 |
| \$44.99  | \$44.99  |
| \$9.50   | \$9.50   |
| \$3.74   | \$3.74   |
| \$6.54   | \$6.54   |
| \$7.71   | \$7.71   |
| \$8.67   | \$8.67   |
| \$9.74   | \$9.74   |
| \$11.86  | \$11.86  |
| \$14.22  | \$14.22  |
| \$28.49  | \$28.49  |
| \$16.50  | \$16.50  |
| \$16.36  | \$16.36  |
| \$5.99   | \$5.99   |
| \$10.99  | \$10.99  |
| \$17.00  | \$17.00  |
| \$58.99  | \$58.99  |

|          |          |
|----------|----------|
| \$66.09  | \$66.09  |
| \$269.58 | \$269.58 |
| \$485.71 | \$485.71 |
| \$4.01   | \$4.01   |
| \$4.82   | \$4.82   |
| \$6.32   | \$6.32   |
| \$6.74   | \$6.74   |
| \$28.03  | \$28.03  |
| \$2.76   | \$2.76   |
| \$10.37  | \$10.37  |
| \$9.70   | \$9.70   |
| \$13.14  | \$13.14  |
| \$120.71 | \$120.71 |
| \$232.94 | \$232.94 |
| \$324.83 | \$324.83 |
| \$44.99  | \$44.99  |
| \$9.50   | \$9.50   |
| \$3.74   | \$3.74   |
| \$6.54   | \$6.54   |
| \$7.71   | \$7.71   |
| \$8.67   | \$8.67   |
| \$9.74   | \$9.74   |
| \$11.86  | \$11.86  |
| \$14.22  | \$14.22  |
| \$28.49  | \$28.49  |
| \$16.50  | \$16.50  |
| \$16.36  | \$16.36  |
| \$5.99   | \$5.99   |
| \$10.99  | \$10.99  |
| \$17.00  | \$17.00  |
| \$58.99  | \$58.99  |

2.3

|                                     |                                    |          |          |          |          |          |          |
|-------------------------------------|------------------------------------|----------|----------|----------|----------|----------|----------|
| <b>PIP IP Port Related Services</b> |                                    |          |          |          |          |          |          |
| 2.3.1                               | Private IP (PIP) Port Installation | Per Port |          |          |          |          |          |
| 2.3.2                               | <b>Private IP (PIP) Port</b>       |          |          |          |          |          |          |
|                                     | DS1 - 64 Kbps                      | Per Port | \$36.75  | \$36.75  | \$36.75  | \$36.75  | \$36.75  |
|                                     | DS1 - 128 Kbps                     | Per Port | \$78.33  | \$78.33  | \$78.33  | \$78.33  | \$78.33  |
|                                     | DS1 - 256 Kbps                     | Per Port | \$78.33  | \$78.33  | \$78.33  | \$78.33  | \$78.33  |
|                                     | DS1 - 512 Kbps                     | Per Port | \$123.69 | \$123.69 | \$123.69 | \$123.69 | \$123.69 |
|                                     | DS1 - 1.024 Mbps                   | Per Port | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
|                                     | DS1 - 1.536 Mbps                   | Per Port | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
|                                     | 2xDS1 - 3.072 Mbps                 | Per Port | \$260.00 | \$260.00 | \$260.00 | \$260.00 | \$260.00 |
|                                     | 3xDS1 - 4.608 Mbps                 | Per Port | \$390.00 | \$390.00 | \$390.00 | \$390.00 | \$390.00 |
|                                     | 4xDS1 - 6.144 Mbps                 | Per Port | \$431.55 | \$431.55 | \$431.55 | \$431.55 | \$431.55 |
|                                     | DS3 - 8 Mbps                       | Per Port | \$486.15 | \$486.15 | \$486.15 | \$486.15 | \$486.15 |
|                                     | DS3 - 10 Mbps                      | Per Port | \$525.00 | \$525.00 | \$525.00 | \$525.00 | \$525.00 |
|                                     | DS3 - 15 Mbps                      | Per Port | \$666.96 | \$666.96 | \$666.96 | \$666.96 | \$666.96 |
|                                     | DS3 - 20 Mbps                      | Per Port | \$820.89 | \$820.89 | \$820.89 | \$820.89 | \$820.89 |
|                                     | DS3 - 30 Mbps                      | Per Port | \$882.00 | \$882.00 | \$882.00 | \$882.00 | \$882.00 |
|                                     | DS3 - 40 Mbps                      | Per Port | \$979.44 | \$979.44 | \$979.44 | \$979.44 | \$979.44 |

|          |          |
|----------|----------|
| \$36.75  | \$36.75  |
| \$78.33  | \$78.33  |
| \$78.33  | \$78.33  |
| \$123.69 | \$123.69 |
| \$130.00 | \$130.00 |
| \$130.00 | \$130.00 |
| \$260.00 | \$260.00 |
| \$390.00 | \$390.00 |
| \$431.55 | \$431.55 |
| \$486.15 | \$486.15 |
| \$525.00 | \$525.00 |
| \$666.96 | \$666.96 |
| \$820.89 | \$820.89 |
| \$882.00 | \$882.00 |
| \$979.44 | \$979.44 |

|          |          |
|----------|----------|
| \$36.75  | \$36.75  |
| \$78.33  | \$78.33  |
| \$78.33  | \$78.33  |
| \$123.69 | \$123.69 |
| \$130.00 | \$130.00 |
| \$130.00 | \$130.00 |
| \$260.00 | \$260.00 |
| \$390.00 | \$390.00 |
| \$431.55 | \$431.55 |
| \$486.15 | \$486.15 |
| \$525.00 | \$525.00 |
| \$666.96 | \$666.96 |
| \$820.89 | \$820.89 |
| \$882.00 | \$882.00 |
| \$979.44 | \$979.44 |

|   |          |            |            |            |            |            |            |            |            |            |            |            |            |
|---|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| DS3 - 44.736 Mbps   | Per Port | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   | \$987.63   |
| OC-3 - 50 Mbps  | Per Port | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 | \$1,056.93 |
| OC-3 - 80 Mbps  | Per Port | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 | \$1,522.08 |
| OC-3 - 100 Mbps   | Per Port | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 | \$1,761.90 |
| OC-3 - 155/155.52Mbps   | Per Port | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 | \$2,677.50 |
| OC-12 - 200 Mbps  | Per Port | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 | \$3,220.98 |
| OC-12 - 300 Mbps  | Per Port | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 | \$4,861.71 |
| OC-12 - 500 Mbps  | Per Port | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 | \$7,046.13 |
| OC-12 - 600 Mbps  | Per Port | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 | \$8,433.81 |
| OC-12 - 622.08 Mbps   | Per Port | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 | \$8,641.08 |
| Ethernet - 1 Mbps   | Per Port | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    |
| Ethernet - 2 Mbps   | Per Port | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   |
| Ethernet - 3 Mbps   | Per Port | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   |
| Ethernet - 4 Mbps   | Per Port | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   | \$155.00   |
| Ethernet - 5 Mbps   | Per Port | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   | \$180.00   |
| Ethernet - 6 Mbps   | Per Port | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   | \$200.00   |
| Ethernet - 7 Mbps   | Per Port | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   | \$220.00   |
| Ethernet - 8 Mbps   | Per Port | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   | \$240.00   |
| Ethernet - 10 Mbps  | Per Port | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   |
| Ethernet - 15 Mbps  | Per Port | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   | \$300.00   |
| Ethernet - 20 Mbps  | Per Port | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   | \$384.00   |
| Ethernet - 30 Mbps  | Per Port | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   | \$426.00   |
| Ethernet - 40 Mbps  | Per Port | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   | \$505.00   |
| Ethernet - 50 Mbps  | Per Port | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   | \$585.00   |
| Ethernet - 80 Mbps  | Per Port | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   | \$775.00   |
| Ethernet - 100 Mbps   | Per Port | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 | \$1,135.00 |
| Ethernet - 150 Mbps   | Per Port | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 |
| Ethernet - 200 Mbps   | Per Port | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 | \$1,585.00 |
| Ethernet - 300 Mbps   | Per Port | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 | \$2,135.00 |
| Ethernet - 400 Mbps   | Per Port | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 | \$2,515.00 |
| Ethernet - 500 Mbps   | Per Port | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 |
| Ethernet - 600 Mbps   | Per Port | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 | \$3,105.00 |
| Ethernet - 800 Mbps   | Per Port | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 | \$3,515.00 |
| Ethernet - 1000 Mbps  | Per Port | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 | \$3,850.00 |
| Note 1: Internet bandwidths above 1GigE are quoted on an Individual Case Basis (ICB). |          |            |            |            |            |            |            |            |            |            |            |            |            |

2.3.3 **Gold Committed Access Rate (CAR)**

|                             |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 0 Kbps                      | Per Circuit | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      | \$0.00      |
| 28 Kbps - 1.728 Mbps        | Per Circuit | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      | \$6.51      |
| 1.729 Mbps - 3.072 Mbps     | Per Circuit | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     | \$55.23     |
| 3.600 Mbps - 4.144 Mbps     | Per Circuit | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     | \$92.19     |
| 5.000 Mbps - 9.000 Mbps     | Per Circuit | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    | \$147.42    |
| 10.000 Mbps                 | Per Circuit | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    | \$230.58    |
| 13.488 Mbps - 22.496 Mbps   | Per Circuit | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    | \$414.96    |
| 24.384 Mbps - 30.720 Mbps   | Per Circuit | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    | \$599.34    |
| 36.000 Mbps - 44.992 Mbps   | Per Circuit | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    | \$691.53    |
| 50.000 Mbps                 | Per Circuit | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  | \$1,106.28  |
| 62.500 Mbps - 90.000 Mbps   | Per Circuit | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  | \$1,211.64  |
| 100.000 Mbps - 180.000 Mbps | Per Circuit | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  | \$2,028.18  |
| 200.500 Mbps - 270.000 Mbps | Per Circuit | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  | \$3,134.46  |
| 300.000 Mbps - 360.000 Mbps | Per Circuit | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  | \$4,425.12  |
| 400.000 Mbps - 450.000 Mbps | Per Circuit | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  | \$5,531.04  |
| 500.000 Mbps - 559.888 Mbps | Per Circuit | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  | \$7,006.44  |
| 720.000 Mbps - 765.000 Mbps | Per Circuit | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  | \$9,034.62  |
| 900.000 Mbps                | Per Circuit | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 | \$10,970.61 |

2.3.4 **Internet Port Related Services**

|                            |                   |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------|-------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Internet Port Installation | Per Internet Port |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------|-------------------|--|--|--|--|--|--|--|--|--|--|--|--|

2.3.5 **Internet Port**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

| TDM Delivered Internet Ports (Full Port)  |          |             |             |             |             |             |             |
|---|----------|-------------|-------------|-------------|-------------|-------------|-------------|
| DS1 - 1.536 Mbps  | Per Port | \$120.00    | \$120.00    | \$120.00    | \$120.00    | \$120.00    | \$120.00    |
| 2xDS1 - 3.072 Mbps  | Per Port | \$240.00    | \$240.00    | \$240.00    | \$240.00    | \$240.00    | \$240.00    |
| 3xDS1 - 4.608 Mbps  | Per Port | \$285.00    | \$285.00    | \$285.00    | \$285.00    | \$285.00    | \$285.00    |
| 4xDS1 - 6.144 Mbps  | Per Port | \$328.00    | \$328.00    | \$328.00    | \$328.00    | \$328.00    | \$328.00    |
| DS3 - 44.736 Mbps   | Per Port | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  |
| OC-3 - 155.52 MB  | Per Port | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  |
| OC-12 - 622.08 MB   | Per Port | \$5,688.00  | \$5,688.00  | \$5,688.00  | \$5,688.00  | \$5,688.00  | \$5,688.00  |
| OC-48 - 2488.32 MB  | Per Port | \$17,796.00 | \$17,796.00 | \$17,796.00 | \$17,796.00 | \$17,796.00 | \$17,796.00 |
| TDM Delivered Internet Port (Fractional DS3)  |          |             |             |             |             |             |             |
| DS3 - 3 MB  | Per Port | \$243.00    | \$243.00    | \$243.00    | \$243.00    | \$243.00    | \$243.00    |
| DS3 - 6 MB  | Per Port | \$286.00    | \$286.00    | \$286.00    | \$286.00    | \$286.00    | \$286.00    |
| DS3 - 7 MB  | Per Port | \$320.00    | \$320.00    | \$320.00    | \$320.00    | \$320.00    | \$320.00    |
| DS3 - 12 MB   | Per Port | \$391.00    | \$391.00    | \$391.00    | \$391.00    | \$391.00    | \$391.00    |
| DS3 - 15 MB   | Per Port | \$457.00    | \$457.00    | \$457.00    | \$457.00    | \$457.00    | \$457.00    |
| DS3 - 21 MB   | Per Port | \$597.00    | \$597.00    | \$597.00    | \$597.00    | \$597.00    | \$597.00    |
| DS3 - 30 MB   | Per Port | \$792.00    | \$792.00    | \$792.00    | \$792.00    | \$792.00    | \$792.00    |
| DS3 - 45 MB   | Per Port | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  | \$1,046.00  |
| Ethernet Delivered Internet Port  |          |             |             |             |             |             |             |
| Ethernet - 10 Mbps  | Per Port | \$250.00    | \$250.00    | \$250.00    | \$250.00    | \$250.00    | \$250.00    |
| Ethernet - 20 Mbps  | Per Port | \$345.00    | \$345.00    | \$345.00    | \$345.00    | \$345.00    | \$345.00    |
| Ethernet - 30 Mbps  | Per Port | \$405.00    | \$405.00    | \$405.00    | \$405.00    | \$405.00    | \$405.00    |
| Ethernet - 40 Mbps  | Per Port | \$455.00    | \$455.00    | \$455.00    | \$455.00    | \$455.00    | \$455.00    |
| Ethernet - 50 Mbps  | Per Port | \$530.00    | \$530.00    | \$530.00    | \$530.00    | \$530.00    | \$530.00    |
| Ethernet - 100 Mbps   | Per Port | \$1,030.00  | \$1,030.00  | \$1,030.00  | \$1,030.00  | \$1,030.00  | \$1,030.00  |
| Ethernet - 200 Mbps   | Per Port | \$1,525.00  | \$1,525.00  | \$1,525.00  | \$1,525.00  | \$1,525.00  | \$1,525.00  |
| Ethernet - 300 Mbps   | Per Port | \$1,940.00  | \$1,940.00  | \$1,940.00  | \$1,940.00  | \$1,940.00  | \$1,940.00  |
| Ethernet - 400 Mbps   | Per Port | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  | \$2,290.00  |
| Ethernet - 500 Mbps   | Per Port | \$2,590.00  | \$2,590.00  | \$2,590.00  | \$2,590.00  | \$2,590.00  | \$2,590.00  |
| Ethernet - 600 Mbps   | Per Port | \$2,820.00  | \$2,820.00  | \$2,820.00  | \$2,820.00  | \$2,820.00  | \$2,820.00  |
| Ethernet - 700 Mbps   | Per Port | \$3,025.00  | \$3,025.00  | \$3,025.00  | \$3,025.00  | \$3,025.00  | \$3,025.00  |
| Ethernet - 1000 Mbps  | Per Port | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  |
| Note 2: Internet bandwidths above 1GigE are quoted on an Individual Case Basis (ICB). |          |             |             |             |             |             |             |

|             |             |
|-------------|-------------|
| \$120.00    | \$120.00    |
| \$240.00    | \$240.00    |
| \$285.00    | \$285.00    |
| \$328.00    | \$328.00    |
| \$1,046.00  | \$1,046.00  |
| \$2,290.00  | \$2,290.00  |
| \$5,688.00  | \$5,688.00  |
| \$17,796.00 | \$17,796.00 |
| \$243.00    | \$243.00    |
| \$286.00    | \$286.00    |
| \$320.00    | \$320.00    |
| \$391.00    | \$391.00    |
| \$457.00    | \$457.00    |
| \$597.00    | \$597.00    |
| \$792.00    | \$792.00    |
| \$1,046.00  | \$1,046.00  |
| \$250.00    | \$250.00    |
| \$345.00    | \$345.00    |
| \$405.00    | \$405.00    |
| \$455.00    | \$455.00    |
| \$530.00    | \$530.00    |
| \$1,030.00  | \$1,030.00  |
| \$1,525.00  | \$1,525.00  |
| \$1,940.00  | \$1,940.00  |
| \$2,290.00  | \$2,290.00  |
| \$2,590.00  | \$2,590.00  |
| \$2,820.00  | \$2,820.00  |
| \$3,025.00  | \$3,025.00  |
| \$3,500.00  | \$3,500.00  |

|             |             |
|-------------|-------------|
| \$120.00    | \$120.00    |
| \$240.00    | \$240.00    |
| \$285.00    | \$285.00    |
| \$328.00    | \$328.00    |
| \$1,046.00  | \$1,046.00  |
| \$2,290.00  | \$2,290.00  |
| \$5,688.00  | \$5,688.00  |
| \$17,796.00 | \$17,796.00 |
| \$243.00    | \$243.00    |
| \$286.00    | \$286.00    |
| \$320.00    | \$320.00    |
| \$391.00    | \$391.00    |
| \$457.00    | \$457.00    |
| \$597.00    | \$597.00    |
| \$792.00    | \$792.00    |
| \$1,046.00  | \$1,046.00  |
| \$250.00    | \$250.00    |
| \$345.00    | \$345.00    |
| \$405.00    | \$405.00    |
| \$455.00    | \$455.00    |
| \$530.00    | \$530.00    |
| \$1,030.00  | \$1,030.00  |
| \$1,525.00  | \$1,525.00  |
| \$1,940.00  | \$1,940.00  |
| \$2,290.00  | \$2,290.00  |
| \$2,590.00  | \$2,590.00  |
| \$2,820.00  | \$2,820.00  |
| \$3,025.00  | \$3,025.00  |
| \$3,500.00  | \$3,500.00  |

2.3.6

| Secure Cloud Interconnect (SCI)    |                  |              |              |              |              |              |              |
|------------------------------------|------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Non Aggregated Plan                |                  |              |              |              |              |              |              |
| Committed Data Plan - 1,000 GB     | Per 1,000 GB     | \$470.00     | \$470.00     | \$470.00     | \$470.00     | \$470.00     | \$470.00     |
| Committed Data Plan - 3,000 GB     | Per 3,000 GB     | \$1,034.00   | \$1,034.00   | \$1,034.00   | \$1,034.00   | \$1,034.00   | \$1,034.00   |
| Committed Data Plan - 10,000 GB    | Per 10,000 GB    | \$1,880.00   | \$1,880.00   | \$1,880.00   | \$1,880.00   | \$1,880.00   | \$1,880.00   |
| Committed Data Plan - 30,000 GB    | Per 30,000 GB    | \$4,544.00   | \$4,544.00   | \$4,544.00   | \$4,544.00   | \$4,544.00   | \$4,544.00   |
| Committed Data Plan - 45,000 GB    | Per 45,000 GB    | \$5,327.00   | \$5,327.00   | \$5,327.00   | \$5,327.00   | \$5,327.00   | \$5,327.00   |
| Committed Data Plan - 100,000 GB   | Per 100,000 GB   | \$9,518.00   | \$9,518.00   | \$9,518.00   | \$9,518.00   | \$9,518.00   | \$9,518.00   |
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   | \$13,572.00  | \$13,572.00  | \$13,572.00  | \$13,572.00  | \$13,572.00  | \$13,572.00  |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   | \$25,733.00  | \$25,733.00  | \$25,733.00  | \$25,733.00  | \$25,733.00  | \$25,733.00  |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   | \$40,538.00  | \$40,538.00  | \$40,538.00  | \$40,538.00  | \$40,538.00  | \$40,538.00  |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   | \$53,463.00  | \$53,463.00  | \$53,463.00  | \$53,463.00  | \$53,463.00  | \$53,463.00  |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB | \$71,675.00  | \$71,675.00  | \$71,675.00  | \$71,675.00  | \$71,675.00  | \$71,675.00  |
| Aggregated Plan                    |                  |              |              |              |              |              |              |
| Committed Data Plan - 1,000 GB     | Per 1,000 GB     | \$564.00     | \$564.00     | \$564.00     | \$564.00     | \$564.00     | \$564.00     |
| Committed Data Plan - 3,000 GB     | Per 3,000 GB     | \$1,241.00   | \$1,241.00   | \$1,241.00   | \$1,241.00   | \$1,241.00   | \$1,241.00   |
| Committed Data Plan - 10,000 GB    | Per 10,000 GB    | \$2,256.00   | \$2,256.00   | \$2,256.00   | \$2,256.00   | \$2,256.00   | \$2,256.00   |
| Committed Data Plan - 30,000 GB    | Per 30,000 GB    | \$5,452.00   | \$5,452.00   | \$5,452.00   | \$5,452.00   | \$5,452.00   | \$5,452.00   |
| Committed Data Plan - 45,000 GB    | Per 45,000 GB    | \$6,392.00   | \$6,392.00   | \$6,392.00   | \$6,392.00   | \$6,392.00   | \$6,392.00   |
| Committed Data Plan - 100,000 GB   | Per 100,000 GB   | \$13,325.00  | \$13,325.00  | \$13,325.00  | \$13,325.00  | \$13,325.00  | \$13,325.00  |
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   | \$19,000.00  | \$19,000.00  | \$19,000.00  | \$19,000.00  | \$19,000.00  | \$19,000.00  |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   | \$36,026.00  | \$36,026.00  | \$36,026.00  | \$36,026.00  | \$36,026.00  | \$36,026.00  |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   | \$56,753.00  | \$56,753.00  | \$56,753.00  | \$56,753.00  | \$56,753.00  | \$56,753.00  |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   | \$74,848.00  | \$74,848.00  | \$74,848.00  | \$74,848.00  | \$74,848.00  | \$74,848.00  |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB | \$100,345.00 | \$100,345.00 | \$100,345.00 | \$100,345.00 | \$100,345.00 | \$100,345.00 |

|              |              |
|--------------|--------------|
| \$470.00     | \$470.00     |
| \$1,034.00   | \$1,034.00   |
| \$1,880.00   | \$1,880.00   |
| \$4,544.00   | \$4,544.00   |
| \$5,327.00   | \$5,327.00   |
| \$9,518.00   | \$9,518.00   |
| \$13,572.00  | \$13,572.00  |
| \$25,733.00  | \$25,733.00  |
| \$40,538.00  | \$40,538.00  |
| \$53,463.00  | \$53,463.00  |
| \$71,675.00  | \$71,675.00  |
| \$564.00     | \$564.00     |
| \$1,241.00   | \$1,241.00   |
| \$2,256.00   | \$2,256.00   |
| \$5,452.00   | \$5,452.00   |
| \$6,392.00   | \$6,392.00   |
| \$13,325.00  | \$13,325.00  |
| \$19,000.00  | \$19,000.00  |
| \$36,026.00  | \$36,026.00  |
| \$56,753.00  | \$56,753.00  |
| \$74,848.00  | \$74,848.00  |
| \$100,345.00 | \$100,345.00 |

|              |              |
|--------------|--------------|
| \$470.00     | \$470.00     |
| \$1,034.00   | \$1,034.00   |
| \$1,880.00   | \$1,880.00   |
| \$4,544.00   | \$4,544.00   |
| \$5,327.00   | \$5,327.00   |
| \$9,518.00   | \$9,518.00   |
| \$13,572.00  | \$13,572.00  |
| \$25,733.00  | \$25,733.00  |
| \$40,538.00  | \$40,538.00  |
| \$53,463.00  | \$53,463.00  |
| \$71,675.00  | \$71,675.00  |
| \$564.00     | \$564.00     |
| \$1,241.00   | \$1,241.00   |
| \$2,256.00   | \$2,256.00   |
| \$5,452.00   | \$5,452.00   |
| \$6,392.00   | \$6,392.00   |
| \$13,325.00  | \$13,325.00  |
| \$19,000.00  | \$19,000.00  |
| \$36,026.00  | \$36,026.00  |
| \$56,753.00  | \$56,753.00  |
| \$74,848.00  | \$74,848.00  |
| \$100,345.00 | \$100,345.00 |

| Access   |  |             |            |            |            |            |            |            |            |  |
|--|--|-------------|------------|------------|------------|------------|------------|------------|------------|--|
| 2.3.7  | <b>Access - Time Division Multiplexed (TDM) Option</b> |             |            |            |            |            |            |            |            |  |
|  | DS1  | Per Circuit | \$150.00   | \$150.00   | \$150.00   | \$150.00   | \$150.00   | \$150.00   | \$150.00   |  |
|  | DS3  | Per Circuit | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 |  |
| 2.3.8  | <b>Access - Ethernet Option</b>                        |             |            |            |            |            |            |            |            |  |
|  | Type 2 Ethernet FE - 2Mbps                             | Per Circuit | \$350.00   | \$350.00   | \$350.00   | \$350.00   | \$350.00   | \$350.00   | \$350.00   |  |
|  | Type 2 Ethernet FE - 3Mbps                             | Per Circuit | \$352.00   | \$352.00   | \$352.00   | \$352.00   | \$352.00   | \$352.00   | \$352.00   |  |
|  | Type 2 Ethernet FE - 4Mbps                             | Per Circuit | \$354.00   | \$354.00   | \$354.00   | \$354.00   | \$354.00   | \$354.00   | \$354.00   |  |
|  | Type 2 Ethernet FE - 5Mbps                             | Per Circuit | \$357.00   | \$357.00   | \$357.00   | \$357.00   | \$357.00   | \$357.00   | \$357.00   |  |
|  | Type 2 Ethernet FE - 6Mbps                             | Per Circuit | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   |  |
|  | Type 2 Ethernet FE - 7Mbps                             | Per Circuit | \$363.00   | \$363.00   | \$363.00   | \$363.00   | \$363.00   | \$363.00   | \$363.00   |  |
|  | Type 2 Ethernet FE - 8Mbps                             | Per Circuit | \$365.00   | \$365.00   | \$365.00   | \$365.00   | \$365.00   | \$365.00   | \$365.00   |  |
|  | Type 2 Ethernet FE - 9Mbps                             | Per Circuit | \$367.00   | \$367.00   | \$367.00   | \$367.00   | \$367.00   | \$367.00   | \$367.00   |  |
|  | Type 2 Ethernet FE - 10Mbps                            | Per Circuit | \$370.00   | \$370.00   | \$370.00   | \$370.00   | \$370.00   | \$370.00   | \$370.00   |  |
|  | Type 2 Ethernet FE - 20Mbps                            | Per Circuit | \$421.00   | \$421.00   | \$421.00   | \$421.00   | \$421.00   | \$421.00   | \$421.00   |  |
|  | Type 2 Ethernet FE - 30Mbps                            | Per Circuit | \$497.00   | \$497.00   | \$497.00   | \$497.00   | \$497.00   | \$497.00   | \$497.00   |  |
|  | Type 2 Ethernet FE - 40Mbps                            | Per Circuit | \$574.00   | \$574.00   | \$574.00   | \$574.00   | \$574.00   | \$574.00   | \$574.00   |  |
|  | Type 2 Ethernet FE - 50Mbps                            | Per Circuit | \$655.00   | \$655.00   | \$655.00   | \$655.00   | \$655.00   | \$655.00   | \$655.00   |  |
|  | Type 2 Ethernet GigE - 60Mbps                          | Per Circuit | \$822.99   | \$822.99   | \$822.99   | \$822.99   | \$822.99   | \$822.99   | \$822.99   |  |
|  | Type 2 Ethernet GigE - 70Mbps                          | Per Circuit | \$892.50   | \$892.50   | \$892.50   | \$892.50   | \$892.50   | \$892.50   | \$892.50   |  |
|  | Type 2 Ethernet GigE - 80Mbps                          | Per Circuit | \$956.25   | \$956.25   | \$956.25   | \$956.25   | \$956.25   | \$956.25   | \$956.25   |  |
|  | Type 2 Ethernet GigE - 90Mbps                          | Per Circuit | \$1,020.00 | \$1,020.00 | \$1,020.00 | \$1,020.00 | \$1,020.00 | \$1,020.00 | \$1,020.00 |  |
|  | Type 2 Ethernet GigE - 100Mbps                         | Per Circuit | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 |  |
|  | Type 2 Ethernet GigE - 200Mbps                         | Per Circuit | \$1,402.50 | \$1,402.50 | \$1,402.50 | \$1,402.50 | \$1,402.50 | \$1,402.50 | \$1,402.50 |  |
|  | Type 2 Ethernet GigE - 300Mbps                         | Per Circuit | \$1,700.00 | \$1,700.00 | \$1,700.00 | \$1,700.00 | \$1,700.00 | \$1,700.00 | \$1,700.00 |  |
|  | Type 2 Ethernet GigE - 400Mbps                         | Per Circuit | \$1,955.00 | \$1,955.00 | \$1,955.00 | \$1,955.00 | \$1,955.00 | \$1,955.00 | \$1,955.00 |  |
|  | Type 2 Ethernet GigE - 500Mbps                         | Per Circuit | \$2,210.00 | \$2,210.00 | \$2,210.00 | \$2,210.00 | \$2,210.00 | \$2,210.00 | \$2,210.00 |  |
|  | Type 2 Ethernet GigE - 600Mbps                         | Per Circuit | \$2,465.00 | \$2,465.00 | \$2,465.00 | \$2,465.00 | \$2,465.00 | \$2,465.00 | \$2,465.00 |  |
| Type 2 Ethernet GigE - 700Mbps   | Per Circuit  | \$2,720.00  | \$2,720.00 | \$2,720.00 | \$2,720.00 | \$2,720.00 | \$2,720.00 | \$2,720.00 |            |  |
| Type 2 Ethernet GigE - 800Mbps   | Per Circuit  | \$2,953.75  | \$2,953.75 | \$2,953.75 | \$2,953.75 | \$2,953.75 | \$2,953.75 | \$2,953.75 |            |  |
| Type 2 Ethernet GigE - 900Mbps   | Per Circuit  | \$3,187.50  | \$3,187.50 | \$3,187.50 | \$3,187.50 | \$3,187.50 | \$3,187.50 | \$3,187.50 |            |  |
| Type 2 Ethernet GigE - 1000Mbps  | Per Circuit  | \$3,400.00  | \$3,400.00 | \$3,400.00 | \$3,400.00 | \$3,400.00 | \$3,400.00 | \$3,400.00 |            |  |
| Note 3 - Ethernet Access bandwidths above 1GigE are quoted on an Individual Case Basis (ICB).  |  |             |            |            |            |            |            |            |            |  |
| Note 4 - Facility Type 2 rates above are to also be used for (Building 1 through 6). In lieu of all other rates, discounts, and promotions, the Customer will receive 10% discounts of the Guide local loop MRC for Type 4 and Standard Ethernet Access. |  |             |            |            |            |            |            |            |            |  |
| SONET  |  |             |            |            |            |            |            |            |            |  |
| 2.3.9  | <b>SONET Set-Up</b>                                    |             |            |            |            |            |            |            |            |  |
|  | SONET Port Setup                                       | Per Port    | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |  |
|  | SONET Setup  | Per Node    | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |  |
| 2.3.10   | <b>SONET Node</b>                                      |             |            |            |            |            |            |            |            |  |
|  | OC48 Node  | Per Node    | \$2,946.56 | \$2,946.56 | \$2,946.56 | \$2,946.56 | \$2,946.56 | \$2,946.56 | \$2,946.56 |  |
|  | OC192 Node   | Per Node    | \$4,784.00 | \$4,784.00 | \$4,784.00 | \$4,784.00 | \$4,784.00 | \$4,784.00 | \$4,784.00 |  |
| 2.3.11   | <b>SONET Mileage</b>                                   |             |            |            |            |            |            |            |            |  |
|  | OC48 Airline Mile                                      | Per Mile    | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   | \$360.00   |  |
|  | OC192 Airline Mile                                     | Per Mile    | \$665.08   | \$665.08   | \$665.08   | \$665.08   | \$665.08   | \$665.08   | \$665.08   |  |
| 2.3.12   | <b>SONET Ports</b>                                     |             |            |            |            |            |            |            |            |  |
|  | DS1 Port   | Per Port    | \$28.00    | \$28.00    | \$28.00    | \$28.00    | \$28.00    | \$28.00    | \$28.00    |  |
|  | DS3 Port   | Per Port    | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   | \$115.00   |  |
|  | DS3 Transmux   | Per Port    | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   |  |
|  | OC3c Port  | Per Port    | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   |  |
|  | OC3 Port   | Per Port    | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   | \$250.00   |  |
|  | OC12c Port   | Per Port    | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   |  |
|  | OC12 Port  | Per Port    | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   | \$500.00   |  |
|  | OC48c Port   | Per Port    | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 |  |
|  | OC48 Port  | Per Port    | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 |  |
|  | GigE-1 Port  | Per Port    | \$230.00   | \$230.00   | \$230.00   | \$230.00   | \$230.00   | \$230.00   | \$230.00   |  |
|  | GigE-3 Port  | Per Port    | \$345.00   | \$345.00   | \$345.00   | \$345.00   | \$345.00   | \$345.00   | \$345.00   |  |
| GigE-6 Port  | Per Port   | \$455.00    | \$455.00   | \$455.00   | \$455.00   | \$455.00   | \$455.00   | \$455.00   |            |  |

|                     |             |            |            |            |            |            |            |
|---------------------|-------------|------------|------------|------------|------------|------------|------------|
| GigE-9 Port         | Per Port    | \$535.00   | \$535.00   | \$535.00   | \$535.00   | \$535.00   | \$535.00   |
| GigE-12 Port        | Per Port    | \$645.00   | \$645.00   | \$645.00   | \$645.00   | \$645.00   | \$645.00   |
| GigE-24 Port        | Per Port    | \$880.00   | \$880.00   | \$880.00   | \$880.00   | \$880.00   | \$880.00   |
| 1Gbps Fibre Channel | Per Circuit | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 1 Gbps FICON        | Per Circuit | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |

|            |            |
|------------|------------|
| \$535.00   | \$535.00   |
| \$645.00   | \$645.00   |
| \$880.00   | \$880.00   |
| \$1,000.00 | \$1,000.00 |
| \$1,000.00 | \$1,000.00 |

|            |            |
|------------|------------|
| \$535.00   | \$535.00   |
| \$645.00   | \$645.00   |
| \$880.00   | \$880.00   |
| \$1,000.00 | \$1,000.00 |
| \$1,000.00 | \$1,000.00 |

2.4 **Managed WAN**

|                              |            |          |          |          |          |          |          |
|------------------------------|------------|----------|----------|----------|----------|----------|----------|
| 2.4.1 Managed WAN Activation | Per Device | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| 2.4.2 <b>Managed WAN</b>     |            |          |          |          |          |          |          |
| X-Small Router               | Per Device | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  |
| Small Router                 | Per Device | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  |
| Medium Router                | Per Device | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  |
| Large Router                 | Per Device | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| X-Large Router               | Per Device | \$210.00 | \$210.00 | \$210.00 | \$210.00 | \$210.00 | \$210.00 |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$55.00  | \$55.00  |
| \$55.00  | \$55.00  |
| \$55.00  | \$55.00  |
| \$150.00 | \$150.00 |
| \$210.00 | \$210.00 |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$55.00  | \$55.00  |
| \$55.00  | \$55.00  |
| \$55.00  | \$55.00  |
| \$150.00 | \$150.00 |
| \$210.00 | \$210.00 |

2.4.3 **Managed LAN**

|                              |            |          |          |          |          |          |          |
|------------------------------|------------|----------|----------|----------|----------|----------|----------|
| 2.4.3 Managed LAN Activation | Per Device | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| 2.4.4 <b>Managed LAN</b>     |            |          |          |          |          |          |          |
| Small Switch                 | Per Device | \$44.10  | \$44.10  | \$44.10  | \$44.10  | \$44.10  | \$44.10  |
| Medium Switch                | Per Device | \$56.70  | \$56.70  | \$56.70  | \$56.70  | \$56.70  | \$56.70  |
| Large Switch                 | Per Device | \$103.96 | \$103.96 | \$103.96 | \$103.96 | \$103.96 | \$103.96 |
| X-Large Switch               | Per Device | \$245.00 | \$245.00 | \$245.00 | \$245.00 | \$245.00 | \$245.00 |
| Medium Load Balancer         | Per Device | \$300.58 | \$300.58 | \$300.58 | \$300.58 | \$300.58 | \$300.58 |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$44.10  | \$44.10  |
| \$56.70  | \$56.70  |
| \$103.96 | \$103.96 |
| \$245.00 | \$245.00 |
| \$300.58 | \$300.58 |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$44.10  | \$44.10  |
| \$56.70  | \$56.70  |
| \$103.96 | \$103.96 |
| \$245.00 | \$245.00 |
| \$300.58 | \$300.58 |

2.4.5 **Managed WLAN**

|                                 |            |          |          |          |          |          |          |
|---------------------------------|------------|----------|----------|----------|----------|----------|----------|
| 2.4.5 Managed WLAN Activation   | Per Device | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| 2.4.6 <b>Managed WLAN</b>       |            |          |          |          |          |          |          |
| Small Wireless LAN Controllers  | Per Device | \$80.89  | \$80.89  | \$80.89  | \$80.89  | \$80.89  | \$80.89  |
| Medium Wireless LAN Controllers | Per Device | \$134.82 | \$134.82 | \$134.82 | \$134.82 | \$134.82 | \$134.82 |
| Large Wireless LAN Controllers  | Per Device | \$225.82 | \$225.82 | \$225.82 | \$225.82 | \$225.82 | \$225.82 |
| 2.4.7 Managed WAP               | Per Device | \$16.85  | \$16.85  | \$16.85  | \$16.85  | \$16.85  | \$16.85  |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$80.89  | \$80.89  |
| \$134.82 | \$134.82 |
| \$225.82 | \$225.82 |
| \$16.85  | \$16.85  |

|          |          |
|----------|----------|
| \$0.00   | \$0.00   |
| \$80.89  | \$80.89  |
| \$134.82 | \$134.82 |
| \$225.82 | \$225.82 |
| \$16.85  | \$16.85  |

2.4.8 **DDoS Shield**

|  |             |             |             |             |             |             |             |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Distributed Denial of Service (DDoS) Shield</b> |             |             |             |             |             |             |             |
| DDoS Shield 50 Mbps                                | Per Circuit | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  | \$3,500.00  |
| DDoS Shield 100 Mbps                               | Per Circuit | \$4,750.00  | \$4,750.00  | \$4,750.00  | \$4,750.00  | \$4,750.00  | \$4,750.00  |
| DDoS Shield 500 Mbps                               | Per Circuit | \$7,000.00  | \$7,000.00  | \$7,000.00  | \$7,000.00  | \$7,000.00  | \$7,000.00  |
| DDoS Shield 1000 Mbps                              | Per Circuit | \$12,500.00 | \$12,500.00 | \$12,500.00 | \$12,500.00 | \$12,500.00 | \$12,500.00 |
| DDoS Shield 2000 Mbps                              | Per Circuit | \$16,000.00 | \$16,000.00 | \$16,000.00 | \$16,000.00 | \$16,000.00 | \$16,000.00 |
| DDoS Shield 5000 Mbps                              | Per Circuit | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 |
| DDoS Shield 10,000 Mbps                            | Per Circuit | \$24,000.00 | \$24,000.00 | \$24,000.00 | \$24,000.00 | \$24,000.00 | \$24,000.00 |
| Additional IP space /20                            | Per Circuit | \$1,000.00  | \$1,000.00  | \$1,000.00  | \$1,000.00  | \$1,000.00  | \$1,000.00  |
| Additional IP space /18                            | Per Circuit | \$2,240.00  | \$2,240.00  | \$2,240.00  | \$2,240.00  | \$2,240.00  | \$2,240.00  |
| Additional IP space /16                            | Per Circuit | \$5,120.00  | \$5,120.00  | \$5,120.00  | \$5,120.00  | \$5,120.00  | \$5,120.00  |
| Additional traffic returns / return                | Per Circuit | \$700.00    | \$700.00    | \$700.00    | \$700.00    | \$700.00    | \$700.00    |

|             |             |
|-------------|-------------|
| \$3,500.00  | \$3,500.00  |
| \$4,750.00  | \$4,750.00  |
| \$7,000.00  | \$7,000.00  |
| \$12,500.00 | \$12,500.00 |
| \$16,000.00 | \$16,000.00 |
| \$19,500.00 | \$19,500.00 |
| \$24,000.00 | \$24,000.00 |
| \$1,000.00  | \$1,000.00  |
| \$2,240.00  | \$2,240.00  |
| \$5,120.00  | \$5,120.00  |
| \$700.00    | \$700.00    |

|             |             |
|-------------|-------------|
| \$3,500.00  | \$3,500.00  |
| \$4,750.00  | \$4,750.00  |
| \$7,000.00  | \$7,000.00  |
| \$12,500.00 | \$12,500.00 |
| \$16,000.00 | \$16,000.00 |
| \$19,500.00 | \$19,500.00 |
| \$24,000.00 | \$24,000.00 |
| \$1,000.00  | \$1,000.00  |
| \$2,240.00  | \$2,240.00  |
| \$5,120.00  | \$5,120.00  |
| \$700.00    | \$700.00    |

2.4.9 **Secure Gateway**

|                                      |          |            |            |            |            |            |            |
|--------------------------------------|----------|------------|------------|------------|------------|------------|------------|
| <b>Secure Gateway Services</b>       |          |            |            |            |            |            |            |
| 2.4.9 Secure Gateway Activation      | Per Site | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| <b>Secure Gateway Universal Port</b> |          |            |            |            |            |            |            |
| 2.4.10 Universal Port - 50 Mbps      | Per port | \$932.00   | \$932.00   | \$932.00   | \$932.00   | \$932.00   | \$932.00   |
| Universal Port - 100 Mbps            | Per port | \$1,417.00 | \$1,417.00 | \$1,417.00 | \$1,417.00 | \$1,417.00 | \$1,417.00 |
| Universal Port - 250 Mbps            | Per port | \$2,492.00 | \$2,492.00 | \$2,492.00 | \$2,492.00 | \$2,492.00 | \$2,492.00 |

|            |            |
|------------|------------|
| \$0.00     | \$0.00     |
| \$932.00   | \$932.00   |
| \$1,417.00 | \$1,417.00 |
| \$2,492.00 | \$2,492.00 |

|            |            |
|------------|------------|
| \$0.00     | \$0.00     |
| \$932.00   | \$932.00   |
| \$1,417.00 | \$1,417.00 |
| \$2,492.00 | \$2,492.00 |

|   |  |                  |            |            |            |            |            |            |            |            |            |            |
|---|--|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|   | Universal Port - 500 Mbps  | Per port         | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 | \$4,567.00 |
|   | Universal Port - 1000 Mbps   | Per port         | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 | \$8,232.00 |
|   | <b>Secure Gateway Remote Office</b>  |                  |            |            |            |            |            |            |            |            |            |            |
| 2.4.11                                  | Secure Gateway Remote Office   | Per Device       | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    |
| <b>Data Networking Related Services</b> |  |                  |            |            |            |            |            |            |            |            |            |            |
| <b>2.5 UCCAAS Seat</b>                  |  |                  |            |            |            |            |            |            |            |            |            |            |
| 2.5.1                                   | UCCaaS Solution Set-up   | Per Instance     |            |            |            |            |            |            |            |            |            |            |
| 2.5.2                                   | <b>UCCaaS Seat</b>   |                  |            |            |            |            |            |            |            |            |            |            |
|   | UCC/HCS Package G0   | Per Seat         | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    | \$15.25    |
|   | UCC/HCS Package G1   | Per Seat         | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    | \$17.50    |
|   | UCC/HCS Package G2   | Per Seat         | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    | \$21.50    |
|   | UCC/HCS Package G3   | Per Seat         | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    | \$31.50    |
| <b>VCE</b>                              |  |                  |            |            |            |            |            |            |            |            |            |            |
| 2.5.3                                   | VCE Site Activation  | Per Site         |            |            |            |            |            |            |            |            |            |            |
| 2.5.4                                   | <b>VCE Stations and Trunks</b>   |                  |            |            |            |            |            |            |            |            |            |            |
|   | VCE Standard Station   | Per Station      | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    | \$13.00    |
|   | VCE Standard Trunk   | Per Trunk        | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    | \$23.00    |
|   | VCE Premier Station  | Per Station      | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    | \$35.00    |
| 2.5.5                                   | <b>VCE Features</b>  |                  |            |            |            |            |            |            |            |            |            |            |
|   | Premier Fax only Station   | Per Fax Station  | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    |
|   | Key System Package 2 line  | Per Site         | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    | \$72.00    |
|   | Key System Package 4 line  | Per Site         | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   | \$140.00   |
|   | Key System Package 8 line  | Per Site         | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   | \$265.00   |
|   | Key System Package 12 line   | Per Site         | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   | \$375.00   |
|   | Auto Attendant   | Per Service      | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    | \$25.00    |
|   | Hunt Group   | Per Group        | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    |
|   | Call Queue Agent   | Per Agent        | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    | \$30.00    |
|   | Stand-alone Voice Mail   | Per Mailbox      | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     | \$6.00     |
|   | Mobile Client User   | Per User         | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     |
|   | Soft-phone Client User   | Per User         | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     | \$1.25     |
|   | Instant Meeting Bridge   | Per Bridge       | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    |
|   | Instant Meeting Moderator  | Per User         | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    |
|   | Call Center Agent  | Per User         | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    | \$65.00    |
|   | Call Center Supervisor   | Per User         | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    | \$85.00    |
|   | Call Recording   | Per User         | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    | \$10.00    |
|   | UCC package  | Per User         | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     | \$8.00     |
|   | Enterprise Receptionist  | Per User         | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    |
|   | CRM Client   | Per User         | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     | \$5.50     |
| <b>Conferencing</b>                     |  |                  |            |            |            |            |            |            |            |            |            |            |
| 2.5.6                                   | Instant Mtg. Toll Meet Me  | Per Minute       | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     | \$0.01     |
|   | <b>Audio Conferencing Subscription Services</b>                            |                  |            |            |            |            |            |            |            |            |            |            |
|   | Instant Mtg. Fee 0-20 ports  | Per Subscription | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
|   | Instant Mtg. Fee 21-30 ports   | Per Subscription | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
|   | Instant Mtg. Fee 31-40 ports   | Per Subscription | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
|   | Instant Mtg. Fee 41-50 ports   | Per Subscription | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
|   | Instant Mtg. Fee 51-60 ports   | Per Subscription | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    | \$36.00    |
|   | Instant Mtg. Fee 61-70 ports   | Per Subscription | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    | \$40.50    |
|   | Instant Mtg. Fee 71-80 ports   | Per Subscription | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    | \$45.00    |
|   | Instant Mtg. Fee 81-90 ports   | Per Subscription | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    | \$49.50    |
|   | Instant Mtg. Fee 91-100 ports  | Per Subscription | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    | \$54.00    |
|   | <b>Named User Enterprise Edition Conference Services 200 Host Packages</b> |                  |            |            |            |            |            |            |            |            |            |            |
|   | 25-99 hosts enrolled   | Per Host         | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    |
|   | 100-249 hosts enrolled   | Per Host         | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    |



|        |  |                            |            |            |            |            |            |            |            |            |            |            |
|--------|--|----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|        | 250-499 hosts enrolled   | Per Host                   | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    |
|        | 500-999 hosts enrolled   | Per Host                   | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    |
|        | 1000-2499 hosts enrolled   | Per Host                   | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    |
|        | 2500-9999 hosts enrolled   | Per Host                   | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    | \$31.96    |
|        | 10K+ hosts enrolled  | Per Host                   | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    |
|        | <b>Named User Enterprise Edition Conference Services 1000 Host Packages</b>  |                            |            |            |            |            |            |            |            |            |            |            |
|        | 25-99 hosts enrolled   | Per Host                   | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    | \$72.33    |
|        | 100-249 hosts enrolled   | Per Host                   | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    | \$70.64    |
|        | 250-499 hosts enrolled   | Per Host                   | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    | \$58.87    |
|        | 500-999 hosts enrolled   | Per Host                   | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    | \$44.57    |
|        | 1000-2499 hosts enrolled   | Per Host                   | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    | \$42.05    |
|        | 2500-9999 hosts enrolled   | Per Host                   | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    | \$27.55    |
|        | 10K+ hosts enrolled  | Per Host                   | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    |
|        | Toll Named Users   | Per User                   | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     | \$6.73     |
|        | Toll Plus User   | Per User                   | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    | \$10.30    |
|        | Toll Plus International Named User   | Per User                   | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    | \$40.37    |
|        | <b>Named User Meeting Center Conf Services with Meeting Center 25 or 200</b> |                            |            |            |            |            |            |            |            |            |            |            |
|        | 1-24 Hosts enrolled  | Per Host                   | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    | \$74.85    |
|        | 25-99 hosts enrolled   | Per Host                   | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    | \$55.51    |
|        | 100-249 hosts enrolled   | Per Host                   | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    | \$53.82    |
|        | 250-499 hosts enrolled   | Per Host                   | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    | \$46.26    |
|        | 500-999 hosts enrolled   | Per Host                   | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    | \$33.64    |
|        | 1000-2499 hosts enrolled   | Per Host                   | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    | \$28.59    |
|        | 2500-9999 hosts enrolled   | Per Host                   | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    | \$17.66    |
|        | 10K+ hosts enrolled  | Per Host                   | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    | \$15.98    |
|        | <b>Named User Training Center Services</b>                                   |                            |            |            |            |            |            |            |            |            |            |            |
|        | NU Training Center 30  | Per Host                   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   | \$250.62   |
|        | NU Training Center 200   | Per Host                   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   | \$587.02   |
|        | <b>Named user Support Center Conf Services</b>                               |                            |            |            |            |            |            |            |            |            |            |            |
|        | Support Center Capacity of 5   | Per Host                   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   |
|        | <b>Named User Event Center Conf Services</b>                                 |                            |            |            |            |            |            |            |            |            |            |            |
|        | Event Center Capacity of 100   | Per Host                   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   | \$166.52   |
|        | Event Center Capacity of 500   | Per Host                   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   | \$671.12   |
|        | Event Center Capacity of 1000  | Per Host                   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   | \$839.32   |
|        | <b>Net Conferencing Integrated Audio CCA</b>                                 |                            |            |            |            |            |            |            |            |            |            |            |
| 2.5.7  | Audio  | Per Port                   | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    | \$38.00    |
| 2.5.8  | <b>Voice over IP (VoIP)</b>  |                            |            |            |            |            |            |            |            |            |            |            |
|        | <b>VoIP Set-up</b>   |                            |            |            |            |            |            |            |            |            |            |            |
|        | DID Number Set-Up  | Per DID                    |            |            |            |            |            |            |            |            |            |            |
|        | Service Establishment Fee  | Per Site                   |            |            |            |            |            |            |            |            |            |            |
|        | Analog Line  | Per Circuit                |            |            |            |            |            |            |            |            |            |            |
|        | ISDN PRI   | Per Circuit                |            |            |            |            |            |            |            |            |            |            |
| 2.5.9  | <b>VoIP Concurrent Call Path (CCP)</b>                                       |                            |            |            |            |            |            |            |            |            |            |            |
|        | VoIP CCP   | Per Concurrent Call Path   | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    | \$18.00    |
|        | Trunking Premium 100   | Per VOIP Enterprise        | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   | \$275.00   |
|        | Trunking Premium 500   | Per VOIP Enterprise        | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 |
|        | Trunking Premium 1000  | Per VOIP Enterprise        | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 |
|        | Trunking Premium 5000  | Per VOIP Enterprise        | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
|        | Trunking Premium >5000   | Per VOIP Enterprise        | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 |
|        | Trunking Route Overflow  | Per Phone Number           | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   | \$100.00   |
| 2.5.10 | <b>VoIP Features</b>   |                            |            |            |            |            |            |            |            |            |            |            |
|        | Best + Tier 1 +50  | Per group of bursted Calls | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   | \$400.00   |
|        | Best + Tier 2 +100   | Per group of bursted Calls | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   | \$700.00   |
|        | Best + Tier 3 +200   | Per group of bursted Calls | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 |
|        | Best + Tier 4 +300   | Per group of bursted Calls | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 | \$1,600.00 |
|        | Best + Tier 5 +400   | Per group of bursted Calls | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
|        | Call Forwarding  | Per Phone Number           | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     | \$1.00     |
|        | DID Number   | Per Phone Number           | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     | \$0.20     |
|        | Voice Mails  | Per Phone Number           | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     | \$3.50     |

|        |  |                                     |          |          |          |          |          |          |          |          |          |          |
|--------|--|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|        | Caller ID with Name - Inbound  | Per Location ID                     | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   | \$0.24   |
|        | Auto Attendant Instances   | Per Phone Number                    | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  | \$20.00  |
|        | Non-Published  | Per Phone Number                    | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   | \$1.71   |
|        | Additional Listing   | Per Phone Number                    | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   | \$1.42   |
|        | Non-Listed   | Per Phone Number                    | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   | \$1.06   |
| 2.5.11 | <b>PSTN Services</b>   |                                     |          |          |          |          |          |          |          |          |          |          |
|        | Analog Line  | Per Circuit                         | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  | \$47.00  |
|        | ISDN PRI   | Per Circuit                         | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 | \$475.00 |
| 2.5.12 | <b>VCC</b>   |                                     |          |          |          |          |          |          |          |          |          |          |
|        | <b>VCC Set-up</b>  |                                     |          |          |          |          |          |          |          |          |          |          |
|        | Base Implementation  | Per Business Unit                   |          |          |          |          |          |          |          |          |          |          |
|        | Per User Implementation Add-On   | Per User                            |          |          |          |          |          |          |          |          |          |          |
| 2.5.13 | <b>VCC Users</b>   |                                     |          |          |          |          |          |          |          |          |          |          |
| 2.5.14 | VCC Unique User  | Per User                            | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 |
|        | <b>VCC Features</b>  |                                     |          |          |          |          |          |          |          |          |          |          |
|        | Additional Ports   | Per Port                            | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  | \$62.25  |
|        | Additional Storage   | Per GB                              | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   | \$0.98   |
|        | Archive Storage  | Per GB                              | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   | \$0.26   |
|        | Retrieval Storage  | Per GB                              | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   | \$4.13   |
|        | Voice Recording  | Per User                            | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   | \$9.75   |
|        | Outbound Dialing   | Per Business Unit                   | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 |
|        | PCI Level 1  | Per User                            | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  | \$18.75  |
| 2.5.15 | <b>IP Contact Center (IPCC)</b>  |                                     |          |          |          |          |          |          |          |          |          |          |
|        | Toll Free T1/DAL (8001 Dedicated Termination)                                | Per Service Number or Per Trunk     | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  |
|        | Toll Free Business Line/CBL (8003 Service Termination)                       | Per Service Number or Per Local DID | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   | \$5.00   |
|        | IP Toll Free Services  | Per Minute                          | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   |
|        | Local Origination Access Charges, Switched Termination, Without IP IVR       | Per Minute                          | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   |
|        | Local Origination Access Charges, Switched Termination, With IP IVR          | Per Minute                          | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   | \$0.02   |
|        | Local Origination Access Charges, Dedicate/Local Termination, Without IP IVR | Per Minute                          | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   |
|        | Local Origination Access Charges, Dedicate/Local Termination, With IP IVR    | Per Minute                          | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   |
|        | Local Origination Access Charges, IP Termination, Without IP IVR             | Per Minute                          | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   |
|        | Local Origination Access Charges, IP Termination, With IP IVR                | Per Minute                          | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   | \$0.01   |

END

Non Recurring Rates (\$)

| Resource Description   | Metric  | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 | Renewal Option 1 |        | Renewal Option 2 |        |
|--|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|--------|------------------|--------|
|  |   |                 |                 |                 |                 |                 |                 | Year 1           | Year 2 | Year 1           | Year 2 |
| <b>Cross Functional Charges</b>                                    |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2  | Transition Assistance Recovery (excluding Funding)  |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Funding Recovery  |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Program Management Office   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2.1.1  | Cross Functional (inc. Triage Desk)   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2.1.2  | Engineering Services  |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2.1.3  | Program and Project Management  |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Integration Services  |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | WITO Operations   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Design and Implementation   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| (*) Unit Rates applicable to Contract Year 5 and Contract Year 5.5 |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| <b>Customer Premises Equipment (CPE) Use</b>                       |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2  | Managed WAN CPE   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
| 2.2.1  | Router - 2 WAN, 1xT1  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, 2xT1  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, 4xT1  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 3 WAN, 1xDS3   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, 1xT1, IPSEC, LTE  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, 2xT1, IPSEC, LTE  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, 4xT1, IPSEC, LTE  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 3 WAN, 1xDS3, IPSEC, LTE   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, Ethernet Only   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - 2 WAN, Ethernet Only, IPSEC, LTE   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Router - Core Data Center   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
| <b>Managed LAN CPE</b>   |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch - 8 Port   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch - 24 Port  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch - 48 Port  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch - 24 Port (POE)  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch - 48 Port (POE)  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch Aggregation - 48 Port  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Switch Core - 192 Port  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Enterprise Data Center Load Balancer - Medium   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
| <b>Managed Wireless LAN CPE</b>                                    |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Antenna                                       | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 3x3:3 Radio Integrated Omni Antenna Outdoor                          | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 2x2:2/4x4:4 MU-MIMO Radio Integrated Antenna                         | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 4x4:4 MU-MIMO Radio Integrated Antenna 2.5+1 GbE                     | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 2x2:2/3x3:3 MU-MIMO Radio Integrated Antenna                         | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Omni Antenna Outdoor                          | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Antenna   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Antenna                                       | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Controller 4-port 10/100/1000BASE-T 16 AP and 1K Client Controller                     | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Controller 8p Dual Pers 10/100/1000BASE-T/1GBASE-X SFP 64 AP and 4K Clients Controller | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Wifi Controller 2-port 10GBASE-X (SFP+) Controller  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
| <b>UCCaaS CPE</b>  |   |                 |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS single line  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS 2 line   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS 4 line   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS 16 line  | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS Conference Phone   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone Accessory - UCCaaS Conference Phone POE Injector                                      | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone Accessory - UCCaaS Conference Phone external microphone                               | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS 5 line, GigE   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Phone - UCCaaS 5 line, GigE, Wifi   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |
|  | Voice Gateway 24 Port   | Per Device      |                 |                 |                 |                 |                 |                  |        |                  |        |



|   |   |                   |      |      |      |      |      |      |      |      |      |      |      |
|---|---|-------------------|------|------|------|------|------|------|------|------|------|------|------|
|   | Ethernet - 800 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 1000 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Note 1: Internet bandwidths above 1GigE are quoted on an Individual Case Basis (ICB). |                   |      |      |      |      |      |      |      |      |      |      |      |
| <b>Gold Committed Access Rate (CAR)</b> |   |                   |      |      |      |      |      |      |      |      |      |      |      |
| 2.3.3                                   | 0 Kbps  | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 28 Kbps - 1.728 Mbps  | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 1.729 Mbps - 3.072 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 3.600 Mbps - 4.144 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 5.000 Mbps - 9.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 10.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 13.488 Mbps - 22.496 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 24.384 Mbps - 30.720 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 36.000 Mbps - 44.992 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 50.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 62.500 Mbps - 90.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 100.000 Mbps - 180.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 200.500 Mbps - 270.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 300.000 Mbps - 360.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 400.000 Mbps - 450.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 500.000 Mbps - 559.888 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 720.000 Mbps - 765.000 Mbps   | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
|   | 900.000 Mbps  | Per Circuit       |      |      |      |      |      |      |      |      |      |      |      |
| <b>Internet Port Related Services</b>   |   |                   |      |      |      |      |      |      |      |      |      |      |      |
| 2.3.4                                   | Internet Port Installation  | Per Port/Circuit/ | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <b>Internet Port</b>                    |   |                   |      |      |      |      |      |      |      |      |      |      |      |
| 2.3.5                                   | <b>TDM Delivered Internet Ports (Full Port)</b>                                       |                   |      |      |      |      |      |      |      |      |      |      |      |
|   | DS1 - 1.536 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | 2xDS1 - 3.072 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | 3xDS1 - 4.608 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | 4xDS1 - 6.144 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 44.736 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | OC-3 - 155.52 MB  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | OC-12 - 622.08 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | OC-48 - 2488.32 MB  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | <b>TDM Delivered Internet Port (Fractional DS3)</b>                                   |                   |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 3 MB  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 6 MB  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 7 MB  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 12 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 15 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 21 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 30 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | DS3 - 45 MB   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | <b>Ethernet Delivered Internet Port</b>   |                   |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 10 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 20 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 30 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 40 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 50 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 100 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 200 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 300 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 400 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 500 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 600 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 700 Mbps   | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Ethernet - 1000 Mbps  | Per Port          |      |      |      |      |      |      |      |      |      |      |      |
|   | Note 2: Internet bandwidths above 1GigE are quoted on an Individual Case Basis (ICB). |                   |      |      |      |      |      |      |      |      |      |      |      |
| <b>Secure Cloud Interconnect (SCI)</b>  |   |                   |      |      |      |      |      |      |      |      |      |      |      |
| 2.3.6                                   | <b>Non Aggregated Plan</b>  |                   |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 1,000 GB  | Per 1,000 GB      |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 3,000 GB  | Per 3,000 GB      |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 10,000 GB   | Per 10,000 GB     |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 30,000 GB   | Per 30,000 GB     |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 45,000 GB   | Per 45,000 GB     |      |      |      |      |      |      |      |      |      |      |      |
|   | Committed Data Plan - 100,000 GB  | Per 100,000 GB    |      |      |      |      |      |      |      |      |      |      |      |

|                                    |                  |  |  |  |  |  |  |  |  |
|------------------------------------|------------------|--|--|--|--|--|--|--|--|
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB |  |  |  |  |  |  |  |  |
| <b>Aggregated Plan</b>             |                  |  |  |  |  |  |  |  |  |
| Committed Data Plan - 1,000 GB     | Per 1,000 GB     |  |  |  |  |  |  |  |  |
| Committed Data Plan - 3,000 GB     | Per 3,000 GB     |  |  |  |  |  |  |  |  |
| Committed Data Plan - 10,000 GB    | Per 10,000 GB    |  |  |  |  |  |  |  |  |
| Committed Data Plan - 30,000 GB    | Per 30,000 GB    |  |  |  |  |  |  |  |  |
| Committed Data Plan - 45,000 GB    | Per 45,000 GB    |  |  |  |  |  |  |  |  |
| Committed Data Plan - 100,000 GB   | Per 100,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   |  |  |  |  |  |  |  |  |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**Access**

|  |                                 |             |  |  |  |  |  |  |  |
|--|---------------------------------|-------------|--|--|--|--|--|--|--|
| <b>Access - Time Division Multiplexed (TDM) Option</b>   |                                 |             |  |  |  |  |  |  |  |
| 2.3.7  | DS1                             | Per Circuit |  |  |  |  |  |  |  |
|  | DS3                             | Per Circuit |  |  |  |  |  |  |  |
| <b>Access - Ethernet Option</b>  |                                 |             |  |  |  |  |  |  |  |
| 2.3.8  | Type 2 Ethernet FE - 2Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 3Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 4Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 5Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 6Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 7Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 8Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 9Mbps      | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 10Mbps     | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 20Mbps     | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 30Mbps     | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 40Mbps     | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet FE - 50Mbps     | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 60Mbps   | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 70Mbps   | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 80Mbps   | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 90Mbps   | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 100Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 200Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 300Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 400Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 500Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 600Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 700Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 800Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 900Mbps  | Per Circuit |  |  |  |  |  |  |  |
|  | Type 2 Ethernet GigE - 1000Mbps | Per Circuit |  |  |  |  |  |  |  |
| Note 3 - Ethernet Access bandwidths above 1GigE are quoted on an Individual Case Basis (ICB).  |                                 |             |  |  |  |  |  |  |  |
| Note 4 - Facility Type 2 rates above are to also be used for (Building 1 through 6). In lieu of all other rates, discounts, and promotions, the Customer will receive 10% discounts of the Guide local loop MRC for Type 4 and Standard Ethernet Access. |                                 |             |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**SONET**

|                      |                    |              |      |      |      |      |      |      |      |
|----------------------|--------------------|--------------|------|------|------|------|------|------|------|
| <b>SONET Set-Up</b>  |                    |              |      |      |      |      |      |      |      |
| 2.3.9                | SONET Port Setup   | Per Port     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
|                      | SONET Setup        | Per Node     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <b>SONET Node</b>    |                    |              |      |      |      |      |      |      |      |
| 2.3.10               | OC48 Node          | Per Node     |      |      |      |      |      |      |      |
|                      | OC192 Node         | Per Node     |      |      |      |      |      |      |      |
| <b>SONET Mileage</b> |                    |              |      |      |      |      |      |      |      |
| 2.3.11               | OC48 Airline Mile  | Per Circuit  |      |      |      |      |      |      |      |
|                      | OC192 Airline Mile | Per Circuit  |      |      |      |      |      |      |      |
| <b>SONET Ports</b>   |                    |              |      |      |      |      |      |      |      |
| 2.3.12               | DS1 Port           | Per Port     |      |      |      |      |      |      |      |
|                      | DS3 Port           | Per Port     |      |      |      |      |      |      |      |
|                      | DS3 Transmux       | Per Transmux |      |      |      |      |      |      |      |
|                      | OC3c Port          | Per Port     |      |      |      |      |      |      |      |
|                      | OC3 Port           | Per Port     |      |      |      |      |      |      |      |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|                     |             |  |  |  |  |  |  |  |  |  |  |
|---------------------|-------------|--|--|--|--|--|--|--|--|--|--|
| OC12c Port          | Per Port    |  |  |  |  |  |  |  |  |  |  |
| OC12 Port           | Per Port    |  |  |  |  |  |  |  |  |  |  |
| OC48c Port          | Per Port    |  |  |  |  |  |  |  |  |  |  |
| OC48 Port           | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-1 Port         | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-3 Port         | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-6 Port         | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-9 Port         | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-12 Port        | Per Port    |  |  |  |  |  |  |  |  |  |  |
| GigE-24 Port        | Per Port    |  |  |  |  |  |  |  |  |  |  |
| 1Gbps Fibre Channel | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| 1 Gbps FICON        | Per Circuit |  |  |  |  |  |  |  |  |  |  |

|                          |            |           |           |           |           |           |           |           |           |           |           |
|--------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>2 Managed WAN</b>     |            |           |           |           |           |           |           |           |           |           |           |
| Managed WAN Activation   |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 | \$ 550.00 |
| <b>2.4.1 Managed WAN</b> |            |           |           |           |           |           |           |           |           |           |           |
| 2.4.2 X-Small Router     |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Small Router             |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Medium Router            |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Large Router             |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| X-Large Router           |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 550.00 | \$ 550.00 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 550.00 | \$ 550.00 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|                          |            |           |           |           |           |           |           |           |           |           |           |
|--------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Managed LAN</b>       |            |           |           |           |           |           |           |           |           |           |           |
| Managed LAN Activation   |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 | \$ 195.00 |
| <b>2.4.3 Managed LAN</b> |            |           |           |           |           |           |           |           |           |           |           |
| 2.4.4 Small Switch       |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Medium Switch            |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Large Switch             |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| X-Large Switch           |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |
| Medium Load Balancer     |            |           |           |           |           |           |           |           |           |           |           |
|                          | Per Device |           |           |           |           |           |           |           |           |           |           |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 195.00 | \$ 195.00 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 195.00 | \$ 195.00 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|                                      |            |           |           |           |           |           |           |           |           |           |           |
|--------------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Managed WLAN</b>                  |            |           |           |           |           |           |           |           |           |           |           |
| Managed WLAN Activation              |            |           |           |           |           |           |           |           |           |           |           |
|                                      | Per Device | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 | \$ 160.50 |
| <b>2.4.5 Managed WLAN</b>            |            |           |           |           |           |           |           |           |           |           |           |
| 2.4.6 Small Wireless LAN Controllers |            |           |           |           |           |           |           |           |           |           |           |
|                                      | Per Device |           |           |           |           |           |           |           |           |           |           |
| Medium Wireless LAN Controllers      |            |           |           |           |           |           |           |           |           |           |           |
|                                      | Per Device |           |           |           |           |           |           |           |           |           |           |
| Large Wireless LAN Controllers       |            |           |           |           |           |           |           |           |           |           |           |
|                                      | Per Device |           |           |           |           |           |           |           |           |           |           |
| Managed WAP                          |            |           |           |           |           |           |           |           |           |           |           |
|                                      | Per Device |           |           |           |           |           |           |           |           |           |           |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 160.50 | \$ 160.50 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|           |           |  |  |  |  |  |  |  |  |  |  |
|-----------|-----------|--|--|--|--|--|--|--|--|--|--|
|           |           |  |  |  |  |  |  |  |  |  |  |
| \$ 160.50 | \$ 160.50 |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |
|           |           |  |  |  |  |  |  |  |  |  |  |

|  |             |  |  |  |  |  |  |  |  |  |  |
|--|-------------|--|--|--|--|--|--|--|--|--|--|
| <b>DDoS Shield</b>                                 |             |  |  |  |  |  |  |  |  |  |  |
| <b>Distributed Denial of Service (DDoS) Shield</b> |             |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 50 Mbps                                |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 100 Mbps                               |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 500 Mbps                               |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 1000 Mbps                              |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 2000 Mbps                              |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 5000 Mbps                              |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| DDoS Shield 10,000 Mbps                            |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| Additional IP space /20                            |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| Additional IP space /18                            |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| Additional IP space /16                            |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |
| Additional traffic returns / return                |             |  |  |  |  |  |  |  |  |  |  |
|  | Per Circuit |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

|  |            |      |      |      |      |      |      |      |      |      |      |
|--|------------|------|------|------|------|------|------|------|------|------|------|
| <b>Secure Gateway</b>                      |            |      |      |      |      |      |      |      |      |      |      |
| <b>Secure Gateway Services</b>             |            |      |      |      |      |      |      |      |      |      |      |
| Secure Gateway Activation                  |            |      |      |      |      |      |      |      |      |      |      |
|  | Per Site   | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <b>2.4.9 Secure Gateway Universal Port</b> |            |      |      |      |      |      |      |      |      |      |      |
| Universal Port - 50 Mbps                   |            |      |      |      |      |      |      |      |      |      |      |
|  | Per port   |      |      |      |      |      |      |      |      |      |      |
| Universal Port - 100 Mbps                  |            |      |      |      |      |      |      |      |      |      |      |
|  | Per port   |      |      |      |      |      |      |      |      |      |      |
| Universal Port - 250 Mbps                  |            |      |      |      |      |      |      |      |      |      |      |
|  | Per port   |      |      |      |      |      |      |      |      |      |      |
| Universal Port - 500 Mbps                  |            |      |      |      |      |      |      |      |      |      |      |
|  | Per port   |      |      |      |      |      |      |      |      |      |      |
| Universal Port - 1000 Mbps                 |            |      |      |      |      |      |      |      |      |      |      |
|  | Per port   |      |      |      |      |      |      |      |      |      |      |
| <b>Secure Gateway Remote Office</b>        |            |      |      |      |      |      |      |      |      |      |      |
| Secure Gateway Remote Office               |            |      |      |      |      |      |      |      |      |      |      |
|  | Per Device |      |      |      |      |      |      |      |      |      |      |

|      |      |  |  |  |  |  |  |  |  |  |  |
|------|------|--|--|--|--|--|--|--|--|--|--|
|      |      |  |  |  |  |  |  |  |  |  |  |
| \$ - | \$ - |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |

|      |      |  |  |  |  |  |  |  |  |  |  |
|------|------|--|--|--|--|--|--|--|--|--|--|
|      |      |  |  |  |  |  |  |  |  |  |  |
| \$ - | \$ - |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |
|      |      |  |  |  |  |  |  |  |  |  |  |

2.4.11

| UCCAAS Seat |                        |              |              |              |              |              |              |              |              |              |              |              |              |
|-------------|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 3           | UCCaaS Solution Set-up | Per Instance | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 | \$305,599.00 |
| 2.5.1       | <b>UCCaaS Seat</b>     |              |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.2       | UCC/HCS Package G0     | Per Seat     |              |              |              |              |              |              |              |              |              |              |              |
|             | UCC/HCS Package G1     | Per Seat     |              |              |              |              |              |              |              |              |              |              |              |
|             | UCC/HCS Package G2     | Per Seat     |              |              |              |              |              |              |              |              |              |              |              |
|             | UCC/HCS Package G3     | Per Seat     |              |              |              |              |              |              |              |              |              |              |              |

| VCE   |                                |                 |      |      |      |      |      |      |      |      |      |      |      |
|-------|--------------------------------|-----------------|------|------|------|------|------|------|------|------|------|------|------|
|       | VCE Site Activation            | Per Site        | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2.5.3 | <b>VCE Stations and Trunks</b> |                 |      |      |      |      |      |      |      |      |      |      |      |
| 2.5.4 | VCE Standard Station           | Per Station     |      |      |      |      |      |      |      |      |      |      |      |
|       | VCE Standard Trunk             | Per Trunk       |      |      |      |      |      |      |      |      |      |      |      |
|       | VCE Premier Station            | Per Station     |      |      |      |      |      |      |      |      |      |      |      |
|       | <b>VCE Features</b>            |                 |      |      |      |      |      |      |      |      |      |      |      |
| 2.5.5 | Premier Fax only Station       | Per Fax Station |      |      |      |      |      |      |      |      |      |      |      |
|       | Key System Package 2 line      | Per Site        |      |      |      |      |      |      |      |      |      |      |      |
|       | Key System Package 4 line      | Per Site        |      |      |      |      |      |      |      |      |      |      |      |
|       | Key System Package 8 line      | Per Site        |      |      |      |      |      |      |      |      |      |      |      |
|       | Key System Package 12 line     | Per Site        |      |      |      |      |      |      |      |      |      |      |      |
|       | Auto Attendant                 | Per Service     |      |      |      |      |      |      |      |      |      |      |      |
|       | Hunt Group                     | Per Group       |      |      |      |      |      |      |      |      |      |      |      |
|       | Call Queue Agent               | Per Agent       |      |      |      |      |      |      |      |      |      |      |      |
|       | Stand-alone Voice Mail         | Per Mailbox     |      |      |      |      |      |      |      |      |      |      |      |
|       | Mobile Client User             | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Soft-phone Client User         | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Instant Meeting Bridge         | Per Bridge      |      |      |      |      |      |      |      |      |      |      |      |
|       | Instant Meeting Moderator      | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Call Center Agent              | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Call Center Supervisor         | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Call Recording                 | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | UCC package                    | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | Enterprise Receptionist        | Per User        |      |      |      |      |      |      |      |      |      |      |      |
|       | CRM Client                     | Per User        |      |      |      |      |      |      |      |      |      |      |      |

| Conferencing |   |                  |           |           |           |           |           |           |           |           |           |           |           |
|--------------|---|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|              | Instant Mtg. Toll Meet Me   | Per Minute       | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 | \$ 0.0095 |
|              | <b>Audio Conferencing Subscription Services</b>                             |                  |           |           |           |           |           |           |           |           |           |           |           |
| 2.5.6        | Instant Mtg. Fee 0-20 ports   | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 21-30 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 31-40 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 41-50 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 51-60 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 61-70 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 71-80 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 81-90 ports  | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | Instant Mtg. Fee 91-100 ports   | Per Subscription |           |           |           |           |           |           |           |           |           |           |           |
|              | <b>Named User Enterprise Edition Conference Services 200 Host Packages</b>  |                  |           |           |           |           |           |           |           |           |           |           |           |
|              | 25-99 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 100-249 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 250-499 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 500-999 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 1000-2499 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 2500-9999 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 10K+ hosts enrolled   | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | <b>Named User Enterprise Edition Conference Services 1000 Host Packages</b> |                  |           |           |           |           |           |           |           |           |           |           |           |
|              | 25-99 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 100-249 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 250-499 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 500-999 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 1000-2499 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 2500-9999 hosts enrolled  | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | 10K+ hosts enrolled   | Per Host         |           |           |           |           |           |           |           |           |           |           |           |
|              | Toll Named Users  | Per User         |           |           |           |           |           |           |           |           |           |           |           |
|              | Toll Plus User  | Per User         |           |           |           |           |           |           |           |           |           |           |           |



|        |  |                            |              |              |              |              |              |              |              |              |              |              |              |
|--------|--|----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|        | Toll Plus International Named User   | Per User                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Named User Meeting Center Conf Services with Meeting Center 25 or 200</b> |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | 1-24 Hosts enrolled  | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 25-99 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 100-249 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 250-499 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 500-999 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 1000-2499 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 2500-9999 hosts enrolled   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | 10K+ hosts enrolled  | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Named User Training Center Services</b>                                   |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | NU Training Center 30  | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | NU Training Center 200   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Named user Support Center Conf Services</b>                               |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | Support Center Capacity of 5   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Named User Event Center Conf Services</b>                                 |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | Event Center Capacity of 100   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | Event Center Capacity of 500   | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | Event Center Capacity of 1000  | Per Host                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Net Conferencing Integrated Audio CCA</b>                                 |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.7  | CCA Net Conferencing Integrated Audio  | Per Port                   |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>Voice over IP (VoIP)</b>  |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>VoIP Set-up</b>   |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.8  | DID Number Set-Up  | Per DID                    | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |
|        | Service Establishment Fee  | Per Site                   | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    | \$ 500.00    |
|        | Analog Line  | Per Circuit                | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    | \$ 115.56    |
|        | ISDN PRI   | Per Circuit                | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    | \$ 521.91    |
|        | <b>VoIP Concurrent Call Path (CCP)</b>                                       |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.9  | VoIP CCP   | Per Concurrent Call Path   |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Premium 100   | Per VOIP Enterprise        |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Premium 500   | Per VOIP Enterprise        |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Premium 1000  | Per VOIP Enterprise        |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Premium 5000  | Per VOIP Enterprise        |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Premium >5000   | Per VOIP Enterprise        |              |              |              |              |              |              |              |              |              |              |              |
|        | Trunking Route Overflow  | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>VoIP Features</b>   |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.10 | Best + Tier 1 +50  | Per group of bursted Calls |              |              |              |              |              |              |              |              |              |              |              |
|        | Best + Tier 2 +100   | Per group of bursted Calls |              |              |              |              |              |              |              |              |              |              |              |
|        | Best + Tier 3 +200   | Per group of bursted Calls |              |              |              |              |              |              |              |              |              |              |              |
|        | Best + Tier 4 +300   | Per group of bursted Calls |              |              |              |              |              |              |              |              |              |              |              |
|        | Best + Tier 5 +400   | Per group of bursted Calls |              |              |              |              |              |              |              |              |              |              |              |
|        | Call Forwarding  | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | DID Number   | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | Voice Mails  | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | Caller ID with Name - Inbound  | Per Location ID            |              |              |              |              |              |              |              |              |              |              |              |
|        | Auto Attendant Instances   | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | Non-Published  | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | Additional Listing   | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | Non-Listed   | Per Phone Number           |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>PSTN Services</b>   |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.11 | Analog Line  | Per Circuit                |              |              |              |              |              |              |              |              |              |              |              |
|        | ISDN PRI   | Per Circuit                |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>VCC</b>   |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | <b>VCC Set-up</b>  |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.12 | Base Implementation  | Per Business Unit          | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 | \$ 13,500.00 |
|        | Per User Implementation Add-On   | Per User                   | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     | \$ 15.00     |
|        | <b>VCC Users</b>   |                            |              |              |              |              |              |              |              |              |              |              |              |
|        | VCC Unique User  | Per User                   |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.13 | <b>VCC Features</b>  |                            |              |              |              |              |              |              |              |              |              |              |              |
| 2.5.14 | Additional Ports   | Per Port                   |              |              |              |              |              |              |              |              |              |              |              |
|        | Additional Storage   | Per GB                     |              |              |              |              |              |              |              |              |              |              |              |
|        | Archive Storage  | Per GB                     |              |              |              |              |              |              |              |              |              |              |              |
|        | Retrieval Storage  | Per GB                     |              |              |              |              |              |              |              |              |              |              |              |
|        | Voice Recording  | Per User                   |              |              |              |              |              |              |              |              |              |              |              |
|        | Outbound Dialing   | Per Business Unit          |              |              |              |              |              |              |              |              |              |              |              |
|        | PCI Level 1  | Per User                   |              |              |              |              |              |              |              |              |              |              |              |

| IP Contact Center (IPCC) |  | Per Service Number or Per Trunk     |           |           |           |           |           |           |
|--------------------------|--|-------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| 2.5.15                   | Toll Free T1/DAL (8001 Dedicated Termination)                                | Per Service Number or Per Trunk     |           |           |           |           |           |           |
|                          | Toll Free Business Line/CBL (8003 Service Termination)                       | Per Service Number or Per Local DID |           |           |           |           |           |           |
|                          | IP Toll Free Services  | Per Minute                          | \$ 0.0140 | \$ 0.0140 | \$ 0.0140 | \$ 0.0140 | \$ 0.0140 | \$ 0.0140 |
|                          | Local Origination Access Charges, Switched Termination, Without IP IVR       | Per Minute                          | \$ 0.0241 | \$ 0.0241 | \$ 0.0241 | \$ 0.0241 | \$ 0.0241 | \$ 0.0241 |
|                          | Local Origination Access Charges, Switched Termination, With IP IVR          | Per Minute                          | \$ 0.0170 | \$ 0.0170 | \$ 0.0170 | \$ 0.0170 | \$ 0.0170 | \$ 0.0170 |
|                          | Local Origination Access Charges, Dedicate/Local Termination, Without IP IVR | Per Minute                          | \$ 0.0142 | \$ 0.0142 | \$ 0.0142 | \$ 0.0142 | \$ 0.0142 | \$ 0.0142 |
|                          | Local Origination Access Charges, Dedicate/Local Termination, With IP IVR    | Per Minute                          | \$ 0.0100 | \$ 0.0100 | \$ 0.0100 | \$ 0.0100 | \$ 0.0100 | \$ 0.0100 |
|                          | IVR  | Per Minute                          | \$ 0.0117 | \$ 0.0117 | \$ 0.0117 | \$ 0.0117 | \$ 0.0117 | \$ 0.0117 |
|                          | Local Origination Access Charges, IP Termination, With IP IVR                | Per Minute                          | \$ 0.0070 | \$ 0.0070 | \$ 0.0070 | \$ 0.0070 | \$ 0.0070 | \$ 0.0070 |

|           |           |
|-----------|-----------|
|           |           |
| \$ 0.0140 | \$ 0.0140 |
| \$ 0.0241 | \$ 0.0241 |
| \$ 0.0170 | \$ 0.0170 |
| \$ 0.0142 | \$ 0.0142 |
| \$ 0.0100 | \$ 0.0100 |
| \$ 0.0117 | \$ 0.0117 |
| \$ 0.0070 | \$ 0.0070 |

|           |           |
|-----------|-----------|
|           |           |
| \$ 0.0140 | \$ 0.0140 |
| \$ 0.0241 | \$ 0.0241 |
| \$ 0.0170 | \$ 0.0170 |
| \$ 0.0142 | \$ 0.0142 |
| \$ 0.0100 | \$ 0.0100 |
| \$ 0.0117 | \$ 0.0117 |
| \$ 0.0070 | \$ 0.0070 |

END

Estimated Monthly Volumes \$

|                                 | Metric   | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 |
|---------------------------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Cross Functional Charges</b> |  |                 |                 |                 |                 |                 |                 |
| 2                               | <b>Cross Functional Charges</b>                    |                 |                 |                 |                 |                 |                 |
|                                 | Transition Assistance Recovery (excluding Funding) |                 |                 |                 |                 |                 |                 |
|                                 | Funding Recovery                                   |                 |                 |                 |                 |                 |                 |
| 2.1.1                           | Program Management Office                          | 1               | 1               | 1               | 1               | 1               | 1               |
| 2.1.2                           | Cross Functional (inc. Triage Desk)                | 1               | 1               | 1               | 1               | 1               | 1               |
| 2.1.3                           | Engineering Services                               | 1               | 1               | 1               | 1               | 1               | 1               |
|                                 | Program and Project Management                     | 1               | 1               | 1               | 1               | 1               | 1               |
|                                 | Integration Services                               | 1               | 1               | 1               | 1               | 1               | 1               |
|                                 | WITO Operations                                    | 1               | 1               | 1               | 1               | 1               | 1               |
|                                 | Design and Implementation                          | 1               | 1               | 1               | 1               | 1               | 1               |

(\* Unit Rates applicable to Contract Year 5 and Contract Year 5.5

|  |   |            |       |       |       |       |       |
|--|---|------------|-------|-------|-------|-------|-------|
| <b>2 CPE</b>                                       |   |            |       |       |       |       |       |
| <b>2.2.1 Customer Premises Equipment (CPE) Use</b> |   |            |       |       |       |       |       |
| <b>Managed WAN CPE</b>                             |   |            |       |       |       |       |       |
|  | Router - 2 WAN, 1xT1  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, 2xT1  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, 4xT1  | Per Device | 1417  | 1417  | 1417  | 1417  | 1417  |
|  | Router - 3 WAN, 1xDS3   | Per Device | 76    | 76    | 76    | 76    | 76    |
|  | Router - 2 WAN, 1xT1, IPSEC, LTE  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, 2xT1, IPSEC, LTE  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, 4xT1, IPSEC, LTE  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 3 WAN, 1xDS3, IPSEC, LTE   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, Ethernet Only   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - 2 WAN, Ethernet Only, IPSEC, LTE   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Router - Core Data Center   | Per Device | 34    | 34    | 34    | 34    | 34    |
| <b>Managed LAN CPE</b>                             |   |            |       |       |       |       |       |
|  | Switch - 8 Port   | Per Device | 547   | 547   | 547   | 547   | 547   |
|  | Switch - 24 Port  | Per Device | 1839  | 1839  | 1839  | 1839  | 1839  |
|  | Switch - 48 Port  | Per Device | 1620  | 1620  | 1620  | 1620  | 1620  |
|  | Switch - 24 Port (POE)  | Per Device | 62    | 62    | 62    | 62    | 62    |
|  | Switch - 48 Port (POE)  | Per Device | 117   | 117   | 117   | 117   | 117   |
|  | Switch Aggregation - 48 Port  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Switch Core - 192 Port  | Per Device | 31    | 31    | 31    | 31    | 31    |
|  | Enterprise Data Center Load Balancer - Medium   | Per Device | 11    | 11    | 11    | 11    | 11    |
| <b>Managed Wireless LAN CPE</b>                    |   |            |       |       |       |       |       |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Antenna                                       | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 3x3:3 Radio Integrated Omni Antenna Outdoor                          | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 2x2:2/4x4:4 MU-MIMO Radio Integrated Antenna                         | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 4x4:4 MU-MIMO Radio Integrated Antenna 2.5+1 GbE                     | Per Device | 522   | 522   | 522   | 522   | 522   |
|  | Wifi Access Point Dual 2x2:2/3x3:3 MU-MIMO Radio Integrated Antenna                         | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Omni Antenna Outdoor                          | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 4x4:4 MU-MIMO Radio Integrated Antenna                               | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Access Point Dual 2x2:2 Radio Integrated Antenna                                       | Per Device | 635   | 635   | 635   | 635   | 635   |
|  | Wifi Controller 4-port 10/100/1000BASE-T 16 AP and 1K Client Controller                     | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Wifi Controller 8p Dual Pers 10/100/1000BASE-T/1GBASE-X SFP 64 AP and 4K Clients Controller | Per Device | 11    | 11    | 11    | 11    | 11    |
|  | Wifi Controller 2-port 10GBASE-X (SFP+) Controller  | Per Device | 17    | 17    | 17    | 17    | 17    |
| <b>UCCaaS CPE</b>                                  |   |            |       |       |       |       |       |
|  | Phone - UCCaaS single line  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone - UCCaaS 2 line   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone - UCCaaS 4 line   | Per Device | 12044 | 12044 | 12044 | 12044 | 12044 |
|  | Phone - UCCaaS 16 line  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone - UCCaaS Conference Phone   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone Accessory - UCCaaS Conference Phone POE Injector                                      | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone Accessory - UCCaaS Conference Phone external microphone                               | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone - UCCaaS 5 line, GigE   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Phone - UCCaaS 5 line, GigE, Wifi   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Voice Gateway 24 Port   | Per Device | 103   | 103   | 103   | 103   | 103   |
|  | Voice Gateway 48 Port   | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Voice Gateway 160 Port  | Per Device | 0     | 0     | 0     | 0     | 0     |
| <b>VCE CPE</b>                                     |   |            |       |       |       |       |       |
|  | Conference Phone  | Per Device | 0     | 0     | 0     | 0     | 0     |
|  | Conference Phone Extension Microphones  | Per Device | 0     | 0     | 0     | 0     | 0     |

| Renewal Option 1 |        |
|------------------|--------|
| Year 1           | Year 2 |
|                  |        |
|                  |        |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |

| Renewal Option 2 |        |
|------------------|--------|
| Year 1           | Year 2 |
|                  |        |
|                  |        |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |
| 1                | 1      |

|      |      |
|------|------|
|      |      |
|      |      |
| 0    | 0    |
| 0    | 0    |
| 1417 | 1417 |
| 76   | 76   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 34   | 34   |

|      |      |
|------|------|
|      |      |
|      |      |
| 0    | 0    |
| 0    | 0    |
| 1417 | 1417 |
| 76   | 76   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 34   | 34   |

|      |      |
|------|------|
|      |      |
|      |      |
| 547  | 547  |
| 1839 | 1839 |
| 1620 | 1620 |
| 62   | 62   |
| 117  | 117  |
| 0    | 0    |
| 0    | 0    |
| 31   | 31   |
| 11   | 11   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 522  | 522  |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 635  | 635  |
| 0    | 0    |
| 11   | 11   |
| 17   | 17   |

|      |      |
|------|------|
|      |      |
|      |      |
| 547  | 547  |
| 1839 | 1839 |
| 1620 | 1620 |
| 62   | 62   |
| 117  | 117  |
| 0    | 0    |
| 0    | 0    |
| 31   | 31   |
| 11   | 11   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 522  | 522  |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 635  | 635  |
| 0    | 0    |
| 11   | 11   |
| 17   | 17   |

|       |       |
|-------|-------|
|       |       |
|       |       |
| 0     | 0     |
| 0     | 0     |
| 12044 | 12044 |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 103   | 103   |
| 0     | 0     |
| 0     | 0     |

|       |       |
|-------|-------|
|       |       |
|       |       |
| 0     | 0     |
| 0     | 0     |
| 12044 | 12044 |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 0     | 0     |
| 103   | 103   |
| 0     | 0     |
| 0     | 0     |



2.3.3 Gold Committed Access Rate (CAR)

Table with 8 columns: Description, Unit, and 6 numerical columns. Rows include bandwidth ranges like 0 Kbps, 28 Kbps - 1.728 Mbps, etc.

Table with 2 numerical columns. Rows correspond to the bandwidth ranges in the Gold Committed Access Rate table.

Table with 2 numerical columns. Rows correspond to the bandwidth ranges in the Gold Committed Access Rate table.

Internet Port Related Services

2.3.4 Internet Port Installation Per Port/Circuit/Site 0 0 0 0 0 0

2.3.5 Internet Port

Main table for Internet Port services including TDM Delivered Internet Ports (Full Port), TDM Delivered Internet Port (Fractional DS3), and Ethernet Delivered Internet Port. Includes various bandwidth options and their corresponding values.

Table with 2 numerical columns corresponding to the Internet Port services.

Table with 2 numerical columns corresponding to the Internet Port services.

2.3.6 Secure Cloud Interconnect (SCI)

Table for Secure Cloud Interconnect (SCI) with a Non Aggregated Plan. Rows include Committed Data Plan - 1,000 GB, 3,000 GB, 10,000 GB, etc.

Table with 2 numerical columns corresponding to the SCI data plans.

Table with 2 numerical columns corresponding to the SCI data plans.

|                                    |                  |   |   |   |   |   |   |
|------------------------------------|------------------|---|---|---|---|---|---|
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   | 0 | 0 | 0 | 0 | 0 | 0 |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   | 0 | 0 | 0 | 0 | 0 | 0 |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   | 0 | 0 | 0 | 0 | 0 | 0 |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   | 0 | 0 | 0 | 0 | 0 | 0 |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB | 0 | 0 | 0 | 0 | 0 | 0 |
| <b>Aggregated Plan</b>             |                  |   |   |   |   |   |   |
| Committed Data Plan - 1,000 GB     | Per 1,000 GB     | 0 |   |   |   |   |   |
| Committed Data Plan - 3,000 GB     | Per 3,000 GB     | 1 | 1 | 2 | 5 | 8 | 8 |
| Committed Data Plan - 10,000 GB    | Per 10,000 GB    | 1 | 1 | 1 |   |   |   |
| Committed Data Plan - 30,000 GB    | Per 30,000 GB    | 0 |   |   | 1 | 1 | 1 |
| Committed Data Plan - 45,000 GB    | Per 45,000 GB    | 0 | 1 | 3 | 5 | 7 | 7 |
| Committed Data Plan - 100,000 GB   | Per 100,000 GB   | 0 |   |   |   |   |   |
| Committed Data Plan - 150,000 GB   | Per 150,000 GB   | 0 | 1 | 2 | 5 | 6 | 6 |
| Committed Data Plan - 300,000 GB   | Per 300,000 GB   | 0 |   |   |   |   |   |
| Committed Data Plan - 500,000 GB   | Per 500,000 GB   | 0 |   |   |   | 1 | 1 |
| Committed Data Plan - 700,000 GB   | Per 700,000 GB   | 0 |   |   |   |   |   |
| Committed Data Plan - 1,000,000 GB | Per 1,000,000 GB | 0 |   |   |   |   |   |

|   |   |
|---|---|
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 7 | 7 |
| 7 | 7 |
| 1 | 1 |
| 7 | 7 |
| 7 | 7 |
| 1 | 1 |
|   |   |
|   |   |

|   |   |
|---|---|
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 5 | 5 |
| 2 | 2 |
| 6 | 6 |
|   |   |
| 9 | 9 |
|   |   |
| 1 | 1 |
|   |   |
|   |   |

**Access**

|   |             |      |      |      |      |      |      |
|---|-------------|------|------|------|------|------|------|
| <b>2.3.7 Access - Time Division Multiplexed (TDM) Option</b>                                  |             |      |      |      |      |      |      |
| DS1   | Per Circuit | 1487 | 1487 | 1487 | 1487 | 1487 | 1487 |
| DS3   | Per Circuit | 17   | 17   | 17   | 17   | 17   | 17   |
| <b>2.3.8 Access - Ethernet Option</b>   |             |      |      |      |      |      |      |
| Type 2 Ethernet FE - 2Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 3Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 4Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 5Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 6Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 7Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 8Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 9Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 10Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 20Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 30Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 40Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet FE - 50Mbps   | Per Circuit | 93   | 93   | 93   | 93   | 93   | 93   |
| Type 2 Ethernet GigE - 60Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 70Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 80Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 90Mbps   | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 100Mbps  | Per Circuit | 20   | 20   | 20   | 20   | 20   | 20   |
| Type 2 Ethernet GigE - 200Mbps  | Per Circuit | 6    | 6    | 6    | 6    | 6    | 6    |
| Type 2 Ethernet GigE - 300Mbps  | Per Circuit | 4    | 4    | 4    | 4    | 4    | 4    |
| Type 2 Ethernet GigE - 400Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 500Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 600Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 700Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 800Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 900Mbps  | Per Circuit | 0    | 0    | 0    | 0    | 0    | 0    |
| Type 2 Ethernet GigE - 1000Mbps   | Per Circuit | 10   | 10   | 10   | 10   | 10   | 10   |
| Note 3 - Ethernet Access bandwidths above 1GigE are quoted on an Individual Case Basis (ICB). |             |      |      |      |      |      |      |

|      |      |
|------|------|
| 1487 | 1487 |
| 17   | 17   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 93   | 93   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 20   | 20   |
| 6    | 6    |
| 4    | 4    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 10   | 10   |

|      |      |
|------|------|
| 1487 | 1487 |
| 17   | 17   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 93   | 93   |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 20   | 20   |
| 6    | 6    |
| 4    | 4    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 0    | 0    |
| 10   | 10   |

**SONET**

|                             |              |    |    |    |    |    |    |
|-----------------------------|--------------|----|----|----|----|----|----|
| <b>2.3.9 SONET Set-Up</b>   |              |    |    |    |    |    |    |
| SONET Port Setup            | Per Port     | 0  | 0  | 0  | 0  | 0  | 0  |
| SONET Setup                 | Per Node     | 0  | 0  | 0  | 0  | 0  | 0  |
| <b>2.3.10 SONET Node</b>    |              |    |    |    |    |    |    |
| OC48 Node                   | Per Node     | 12 | 12 | 12 | 12 | 12 | 12 |
| OC192 Node                  | Per Node     | 9  | 9  | 9  | 9  | 9  | 9  |
| <b>2.3.11 SONET Mileage</b> |              |    |    |    |    |    |    |
| OC48 Airline Mile           | Per Circuit  | 23 | 23 | 23 | 23 | 23 | 23 |
| OC192 Airline Mile          | Per Circuit  | 53 | 53 | 53 | 53 | 53 | 53 |
| <b>2.3.12 SONET Ports</b>   |              |    |    |    |    |    |    |
| DS1 Port                    | Per Port     | 0  | 0  | 0  | 0  | 0  | 0  |
| DS3 Port                    | Per Port     | 10 | 10 | 10 | 10 | 10 | 10 |
| DS3 Transmux                | Per Transmux | 2  | 2  | 2  | 2  | 2  | 2  |

|    |    |
|----|----|
| 0  | 0  |
| 0  | 0  |
| 12 | 12 |
| 9  | 9  |
| 23 | 23 |
| 53 | 53 |
| 0  | 0  |
| 10 | 10 |
| 2  | 2  |

|    |    |
|----|----|
| 0  | 0  |
| 0  | 0  |
| 12 | 12 |
| 9  | 9  |
| 23 | 23 |
| 53 | 53 |
| 0  | 0  |
| 10 | 10 |
| 2  | 2  |

|                     |             |    |    |    |    |    |    |
|---------------------|-------------|----|----|----|----|----|----|
| OC3c Port           | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| OC3 Port            | Per Port    | 8  | 8  | 8  | 8  | 8  | 8  |
| OC12c Port          | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| OC12 Port           | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| OC48c Port          | Per Port    | 4  | 4  | 4  | 4  | 4  | 4  |
| OC48 Port           | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| GigE-1 Port         | Per Port    | 10 | 10 | 10 | 10 | 10 | 10 |
| GigE-3 Port         | Per Port    | 6  | 6  | 6  | 6  | 6  | 6  |
| GigE-6 Port         | Per Port    | 6  | 6  | 6  | 6  | 6  | 6  |
| GigE-9 Port         | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| GigE-12 Port        | Per Port    | 0  | 0  | 0  | 0  | 0  | 0  |
| GigE-24 Port        | Per Port    | 6  | 6  | 6  | 6  | 6  | 6  |
| 1Gbps Fibre Channel | Per Circuit | 0  | 0  | 0  | 0  | 0  | 0  |
| 1 Gbps FICON        | Per Circuit | 0  | 0  | 0  | 0  | 0  | 0  |

|    |    |
|----|----|
| 0  | 0  |
| 8  | 8  |
| 0  | 0  |
| 0  | 0  |
| 4  | 4  |
| 0  | 0  |
| 10 | 10 |
| 6  | 6  |
| 6  | 6  |
| 0  | 0  |
| 0  | 0  |
| 6  | 6  |
| 0  | 0  |
| 0  | 0  |

|    |    |
|----|----|
| 0  | 0  |
| 8  | 8  |
| 0  | 0  |
| 0  | 0  |
| 4  | 4  |
| 0  | 0  |
| 10 | 10 |
| 6  | 6  |
| 6  | 6  |
| 0  | 0  |
| 0  | 0  |
| 6  | 6  |
| 0  | 0  |
| 0  | 0  |

**2 Data Networking Services**

|                    |                        |            |      |      |      |      |      |
|--------------------|------------------------|------------|------|------|------|------|------|
| <b>Managed WAN</b> |                        |            |      |      |      |      |      |
| 2.4.1              | Managed WAN Activation | Per Device | 0    | 0    | 0    | 0    | 0    |
| <b>Managed WAN</b> |                        |            |      |      |      |      |      |
| 2.4.2              | X-Small Router         | Per Device | 418  | 418  | 418  | 418  | 418  |
|                    | Small Router           | Per Device | 1060 | 1060 | 1060 | 1060 | 1060 |
|                    | Medium Router          | Per Device | 7    | 7    | 7    | 7    | 7    |
|                    | Large Router           | Per Device | 33   | 33   | 33   | 33   | 33   |
|                    | X-Large Router         | Per Device | 0    | 0    | 0    | 0    | 0    |

|      |      |
|------|------|
| 0    | 0    |
| 418  | 418  |
| 1060 | 1060 |
| 7    | 7    |
| 33   | 33   |
| 0    | 0    |

|      |      |
|------|------|
| 0    | 0    |
| 418  | 418  |
| 1060 | 1060 |
| 7    | 7    |
| 33   | 33   |
| 0    | 0    |

|                    |                        |            |      |      |      |      |      |
|--------------------|------------------------|------------|------|------|------|------|------|
| <b>Managed LAN</b> |                        |            |      |      |      |      |      |
| 2.4.3              | Managed LAN Activation | Per Device | 0    | 0    | 0    | 0    | 0    |
| <b>Managed LAN</b> |                        |            |      |      |      |      |      |
| 2.4.4              | Small Switch           | Per Device | 4066 | 4066 | 4066 | 4066 | 4066 |
|                    | Medium Switch          | Per Device | 117  | 117  | 117  | 117  | 117  |
|                    | Large Switch           | Per Device | 31   | 31   | 31   | 31   | 31   |
|                    | X-Large Switch         | Per Device | 0    | 0    | 0    | 0    | 0    |
|                    | Medium Load Balancer   | Per Device | 11   | 11   | 11   | 11   | 11   |

|      |      |
|------|------|
| 0    | 0    |
| 4066 | 4066 |
| 117  | 117  |
| 31   | 31   |
| 0    | 0    |
| 11   | 11   |

|      |      |
|------|------|
| 0    | 0    |
| 4066 | 4066 |
| 117  | 117  |
| 31   | 31   |
| 0    | 0    |
| 11   | 11   |

|                     |                                 |            |      |      |      |      |      |
|---------------------|---------------------------------|------------|------|------|------|------|------|
| <b>Managed WLAN</b> |                                 |            |      |      |      |      |      |
| 2.4.5               | Managed WLAN Activation         | Per Device | 0    | 0    | 0    | 0    | 0    |
| <b>Managed WLAN</b> |                                 |            |      |      |      |      |      |
| 2.4.6               | Small Wireless LAN Controllers  | Per Device | 0    | 0    | 0    | 0    | 0    |
|                     | Medium Wireless LAN Controllers | Per Device | 28   | 28   | 28   | 28   | 28   |
|                     | Large Wireless LAN Controllers  | Per Device | 0    | 0    | 0    | 0    | 0    |
| 2.4.7               | Managed WAP                     | Per Device | 1157 | 1157 | 1157 | 1157 | 1157 |

|      |      |
|------|------|
| 0    | 0    |
| 0    | 0    |
| 28   | 28   |
| 0    | 0    |
| 1157 | 1157 |

|      |      |
|------|------|
| 0    | 0    |
| 0    | 0    |
| 28   | 28   |
| 0    | 0    |
| 1157 | 1157 |

|  |                                     |             |   |   |   |   |   |
|--|-------------------------------------|-------------|---|---|---|---|---|
| <b>DDoS Shield</b>                                 |                                     |             |   |   |   |   |   |
| <b>Distributed Denial of Service (DDoS) Shield</b> |                                     |             |   |   |   |   |   |
| 2.4.8  | DDoS Shield 50 Mbps                 | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | DDoS Shield 100 Mbps                | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | DDoS Shield 500 Mbps                | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | DDoS Shield 1000 Mbps               | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | DDoS Shield 2000 Mbps               | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | DDoS Shield 5000 Mbps               | Per Circuit | 1 | 1 | 1 | 1 | 1 |
|  | DDoS Shield 10,000 Mbps             | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | Additional IP space /20             | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | Additional IP space /18             | Per Circuit | 0 | 0 | 0 | 0 | 0 |
|  | Additional IP space /16             | Per Circuit | 1 | 1 | 1 | 1 | 1 |
|  | Additional traffic returns / return | Per Circuit | 2 | 2 | 2 | 2 | 2 |

|   |   |
|---|---|
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 1 | 1 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 1 | 1 |
| 2 | 2 |

|   |   |
|---|---|
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 1 | 1 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 0 | 0 |
| 1 | 1 |
| 2 | 2 |

|                                      |                           |          |     |   |   |   |   |
|--------------------------------------|---------------------------|----------|-----|---|---|---|---|
| <b>Secure Gateway</b>                |                           |          |     |   |   |   |   |
| <b>Secure Gateway Services</b>       |                           |          |     |   |   |   |   |
| 2.4.9                                | Secure Gateway Activation | Per Site | 421 | 0 | 0 | 0 | 0 |
| <b>Secure Gateway Universal Port</b> |                           |          |     |   |   |   |   |
| 2.4.10                               | Universal Port - 50 Mbps  | Per port |     |   |   |   |   |
|                                      | Universal Port - 100 Mbps | Per port | 2   | 2 | 2 | 2 | 2 |

|   |   |
|---|---|
| 0 | 0 |
|   |   |
| 2 | 2 |

|   |   |
|---|---|
| 0 | 0 |
|   |   |
| 2 | 2 |

|        |                                     |            |     |     |     |     |     |     |     |     |     |
|--------|-------------------------------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|        | Universal Port - 250 Mbps           | Per port   |     |     |     |     |     |     |     |     |     |
|        | Universal Port - 500 Mbps           | Per port   |     |     |     |     |     |     |     |     |     |
|        | Universal Port - 1000 Mbps          | Per port   |     |     |     |     |     |     |     |     |     |
|        | <b>Secure Gateway Remote Office</b> |            |     |     |     |     |     |     |     |     |     |
| 2.4.11 | Secure Gateway Remote Office        | Per Device | 421 | 421 | 421 | 421 | 421 | 421 | 421 | 421 | 421 |

|                                    |                        |              |       |       |       |       |       |       |  |  |
|------------------------------------|------------------------|--------------|-------|-------|-------|-------|-------|-------|--|--|
| <b>3 Voice Networking Services</b> |                        |              |       |       |       |       |       |       |  |  |
| <b>UCCAAS Seat</b>                 |                        |              |       |       |       |       |       |       |  |  |
| 2.5.1                              | UCCaaS Solution Set-up | Per Instance | 1     | 0     | 0     | 0     | 0     | 0     |  |  |
| 2.5.2                              | <b>UCCAAS Seat</b>     |              |       |       |       |       |       |       |  |  |
|                                    | UCC/HCS Package G0     | Per Seat     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|                                    | UCC/HCS Package G1     | Per Seat     | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 |  |  |
|                                    | UCC/HCS Package G2     | Per Seat     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|                                    | UCC/HCS Package G3     | Per Seat     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |

|            |                                |                 |       |       |       |       |       |       |  |  |
|------------|--------------------------------|-----------------|-------|-------|-------|-------|-------|-------|--|--|
| <b>VCE</b> |                                |                 |       |       |       |       |       |       |  |  |
| 2.5.3      | VCE Site Activation            | Per Site        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
| 2.5.4      | <b>VCE Stations and Trunks</b> |                 |       |       |       |       |       |       |  |  |
|            | VCE Standard Station           | Per Station     | 15190 | 15190 | 15190 | 15190 | 15190 | 15190 |  |  |
|            | VCE Standard Trunk             | Per Trunk       | 1519  | 1519  | 1519  | 1519  | 1519  | 1519  |  |  |
|            | VCE Premier Station            | Per Station     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
| 2.5.5      | <b>VCE Features</b>            |                 |       |       |       |       |       |       |  |  |
|            | Premier Fax only Station       | Per Fax Station | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Key System Package 2 line      | Per Site        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Key System Package 4 line      | Per Site        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Key System Package 8 line      | Per Site        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Key System Package 12 line     | Per Site        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Auto Attendant                 | Per Service     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Hunt Group                     | Per Group       | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Call Queue Agent               | Per Agent       | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Stand-alone Voice Mail         | Per Mailbox     | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Mobile Client User             | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Soft-phone Client User         | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Instant Meeting Bridge         | Per Bridge      | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Instant Meeting Moderator      | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Call Center Agent              | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Call Center Supervisor         | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Call Recording                 | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | UCC package                    | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | Enterprise Receptionist        | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |
|            | CRM Client                     | Per User        | 0     | 0     | 0     | 0     | 0     | 0     |  |  |

|                     |   |                  |         |         |         |         |         |         |  |  |
|---------------------|---|------------------|---------|---------|---------|---------|---------|---------|--|--|
| <b>Conferencing</b> |   |                  |         |         |         |         |         |         |  |  |
| 2.5.6               | Instant Mtg. Toll Meet Me   | Per Minute       | 1500000 | 1500000 | 1500000 | 1500000 | 1500000 | 1500000 |  |  |
|                     | <b>Audio Conferencing Subscription Services</b>                             |                  |         |         |         |         |         |         |  |  |
|                     | Instant Mtg. Fee 0-20 ports   | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 21-30 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 31-40 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 41-50 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 51-60 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 61-70 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 71-80 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 81-90 ports  | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | Instant Mtg. Fee 91-100 ports   | Per Subscription | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | <b>Named User Enterprise Edition Conference Services 200 Host Packages</b>  |                  |         |         |         |         |         |         |  |  |
|                     | 25-99 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 100-249 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 250-499 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 500-999 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 1000-2499 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 2500-9999 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | 10K+ hosts enrolled   | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |
|                     | <b>Named User Enterprise Edition Conference Services 1000 Host Packages</b> |                  |         |         |         |         |         |         |  |  |
|                     | 25-99 hosts enrolled  | Per Host         | 0       | 0       | 0       | 0       | 0       | 0       |  |  |



|        |  |                            |       |       |       |       |       |       |       |       |       |       |
|--------|--|----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|        | 100-249 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 250-499 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 500-999 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 1000-2499 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 2500-9999 hosts enrolled   | Per Host                   | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  |
|        | 10K+ hosts enrolled  | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Toll Named Users   | Per User                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Toll Plus User   | Per User                   | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  | 2600  |
|        | Toll Plus International Named User   | Per User                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>Named User Meeting Center Conf Services with Meeting Center 25 or 200</b> |                            |       |       |       |       |       |       |       |       |       |       |
|        | 1-24 Hosts enrolled  | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 25-99 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 100-249 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 250-499 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 500-999 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 1000-2499 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 2500-9999 hosts enrolled   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | 10K+ hosts enrolled  | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>Named User Training Center Services</b>                                   |                            |       |       |       |       |       |       |       |       |       |       |
|        | NU Training Center 30  | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | NU Training Center 200   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>Named user Support Center Conf Services</b>                               |                            |       |       |       |       |       |       |       |       |       |       |
|        | Support Center Capacity of 5   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>Named User Event Center Conf Services</b>                                 |                            |       |       |       |       |       |       |       |       |       |       |
|        | Event Center Capacity of 100   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Event Center Capacity of 500   | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Event Center Capacity of 1000  | Per Host                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 2.5.7  | <b>Net Conferencing Integrated Audio CCA</b>                                 |                            |       |       |       |       |       |       |       |       |       |       |
|        | CCA Net Conferencing Integrated Audio  | Per Port                   | 200   | 200   | 200   | 200   | 200   | 200   | 200   | 200   | 200   | 200   |
|        | <b>Voice over IP (VoIP)</b>  |                            |       |       |       |       |       |       |       |       |       |       |
| 2.5.8  | <b>VoIP Set-up</b>   |                            |       |       |       |       |       |       |       |       |       |       |
|        | DID Number Set-Up  | Per DID                    | 23903 | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Service Establishment Fee  | Per Site                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Analog Line  | Per Circuit                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | ISDN PRI   | Per Circuit                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 2.5.9  | <b>VoIP Concurrent Call Path (CCP)</b>                                       |                            |       |       |       |       |       |       |       |       |       |       |
|        | VoIP CCP   | Per Concurrent Call Path   | 1536  | 1536  | 1536  | 1536  | 1536  | 1536  | 1536  | 1536  | 1536  | 1536  |
|        | Trunking Premium 100   | Per VOIP Enterprise        | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Trunking Premium 500   | Per VOIP Enterprise        | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Trunking Premium 1000  | Per VOIP Enterprise        | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Trunking Premium 5000  | Per VOIP Enterprise        | 1     | 1     | 1     | 1     | 1     | 1     | 1     | 1     | 1     | 1     |
|        | Trunking Premium >5000   | Per VOIP Enterprise        | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Trunking Route Overflow  | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 2.5.10 | <b>VoIP Features</b>   |                            |       |       |       |       |       |       |       |       |       |       |
|        | Best + Tier 1 +50  | Per group of bursted Calls | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Best + Tier 2 +100   | Per group of bursted Calls | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Best + Tier 3 +200   | Per group of bursted Calls | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Best + Tier 4 +300   | Per group of bursted Calls | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Best + Tier 5 +400   | Per group of bursted Calls | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Call Forwarding  | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | DID Number   | Per Phone Number           | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 | 23903 |
|        | Voice Mails  | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Caller ID with Name - Inbound  | Per Location ID            | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Auto Attendant Instances   | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Non-Published  | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Additional Listing   | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Non-Listed   | Per Phone Number           | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
| 2.5.11 | <b>PSTN Services</b>   |                            |       |       |       |       |       |       |       |       |       |       |
|        | Analog Line  | Per Circuit                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | ISDN PRI   | Per Circuit                | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>VCC</b>   |                            |       |       |       |       |       |       |       |       |       |       |
| 2.5.12 | <b>VCC Set-up</b>  |                            |       |       |       |       |       |       |       |       |       |       |
|        | Base Implementation  | Per Business Unit          | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | Per User Implementation Add-On   | Per User                   | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |
|        | <b>VCC Users</b>   |                            |       |       |       |       |       |       |       |       |       |       |

|        |  |                                     |        |        |        |        |        |        |        |        |        |        |
|--------|--|-------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2.5.13 | VCC Unique User  | Per User                            | 43     | 43     | 43     | 43     | 43     | 43     | 43     | 43     | 43     | 43     |
| 2.5.14 | <b>VCC Features</b>  |                                     |        |        |        |        |        |        |        |        |        |        |
|        | Additional Ports   | Per Port                            | 72     | 72     | 72     | 72     | 72     | 72     | 72     | 72     | 72     | 72     |
|        | Additional Storage   | Per GB                              | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     |
|        | Archive Storage  | Per GB                              | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Retrieval Storage  | Per GB                              | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Voice Recording  | Per User                            | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     | 33     |
|        | Outbound Dialing   | per BU                              | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | PCI Level 1  | Per User                            | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        |  |                                     |        |        |        |        |        |        |        |        |        |        |
| 2.5.14 | <b>IP Contact Center (IPCC)</b>  |                                     |        |        |        |        |        |        |        |        |        |        |
|        | Toll Free T1/DAL (8001 Dedicated Termination)                                | Per Service Number or Per Trunk     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Toll Free Business Line/CBL (8003 Service Termination)                       | Per Service Number or Per Local DID | 6      | 6      | 6      | 6      | 6      | 6      | 6      | 6      | 6      | 6      |
|        | IP Toll Free Services  | Per Minute                          | 202096 | 202096 | 202096 | 202096 | 202096 | 202096 | 202096 | 202096 | 202096 | 202096 |
|        | Local Origination Access Charges, Switched Termination, Without IP IVR       | Per Minute                          | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Local Origination Access Charges, Switched Termination, With IP IVR          | Per Minute                          | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Local Origination Access Charges, Dedicate/Local Termination, Without IP IVR | Per Minute                          | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | IVR  | Per Minute                          | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        | Local Origination Access Charges, IP Termination, Without IP IVR             | Per Minute                          | 138814 | 138814 | 138814 | 138814 | 138814 | 138814 | 138814 | 138814 | 138814 | 138814 |
|        | Local Origination Access Charges, IP Termination, With IP IVR                | Per Minute                          | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
|        |  |                                     |        |        |        |        |        |        |        |        |        |        |
| END    |  |                                     |        |        |        |        |        |        |        |        |        |        |

**Pass-Through Expenses (\$)**

**NOT USED**

Milestone Charges  
(\$)

| Critical Milestone                          | Completion Criteria Ref | Completion Date | Scenario 1: Milestone Charges - Paid upon Completion |                 |                 |                 |                 |                 |                  | Scenario 2: Milestone Charges - Paid over Term |                 |                 |                 |                 |                 |                  |                 |
|---|-------------------------|-----------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|
|   |                         |                 | Contract Year 1                                      | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 | Total            | Contract Year 1                                | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 | Total            |                 |
| <b>Existing Asset Purchases</b>             |                         |                 |  |                 |                 |                 |                 |                 |                  |  |                 |                 |                 |                 |                 |                  |                 |
| <b>MILESTONES CHARGES</b>                   |                         |                 |  |                 |                 |                 |                 |                 |                  |  |                 |                 |                 |                 |                 |                  |                 |
| <b>Program and Project Management</b>       |                         |                 | \$ 1,820,828.55                                      | \$ 303,471.45   | \$ -            | \$ -            | \$ -            | \$ -            | \$ -             | \$ 2,124,300.00                                | \$ 424,860.00   | \$ 424,860.00   | \$ 424,860.00   | \$ 424,860.00   | \$ 424,860.00   |                  | \$ 2,124,300.00 |
| Staffing Plan                               | Milestone 2             | 10/18/2018      | \$ 303,471.40  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 60,694.28                                   | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    |                 |                  |                 |
| Services Detailed Implementation Plan       | Milestone 8             | 11/1/2018       | \$ 303,471.40  | N/A             | N/A             | N/A             | N/A             | N/A             |                  | \$ 60,694.28                                   | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    |                 |                  |                 |
| Services Detailed Implementation Plan       | Milestone 15            | 11/15/2018      | \$ 303,471.40  | N/A             | N/A             | N/A             | N/A             | N/A             |                  | \$ 60,694.28                                   | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    | \$ 60,694.28    |                 |                  |                 |
| MTO 25% Complete                            | Milestone 25            | CD+5            | \$ 303,471.45  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 60,694.29                                   | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    |                 |                  |                 |
| MTO 50% Complete                            | Milestone 26            | CD+8            | \$ 303,471.45  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 60,694.29                                   | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    |                 |                  |                 |
| MTO 75% Complete                            | Milestone 27            | CD+11           | \$ 303,471.45  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 60,694.29                                   | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    |                 |                  |                 |
| MTO 100% Complete                           | Milestone 29            | CD+13           | N/A  | \$ 303,471.45   | N/A             | N/A             | N/A             |                 |                  | \$ 60,694.29                                   | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    | \$ 60,694.29    |                 |                  |                 |
| <b>Integration Services</b>                 |                         |                 | \$ 1,291,330.80                                      | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ 1,291,330.80  | \$ 258,266.16                                  | \$ 258,266.16   | \$ 258,266.16   | \$ 258,266.16   | \$ 258,266.16   |                 | \$ 1,291,330.80  |                 |
| Assumption of management using legacy tools | Milestone 19            | 12/15/2018      | \$ 645,665.40  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 129,133.08                                  | \$ 129,133.08   | \$ 129,133.08   | \$ 129,133.08   | \$ 129,133.08   |                 |                  |                 |
| Integration with MSI toolset                | Milestone 21            | 12/1/2018       | \$ 645,665.40  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 129,133.08                                  | \$ 129,133.08   | \$ 129,133.08   | \$ 129,133.08   | \$ 129,133.08   |                 |                  |                 |
| <b>WITO Operations</b>                      |                         |                 | \$ 3,730,782.00                                      | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ 3,730,782.00  | \$ 746,156.40                                  | \$ 746,156.40   | \$ 746,156.40   | \$ 746,156.40   | \$ 746,156.40   |                 | \$ 3,730,782.00  |                 |
| Shadowing start                             | Milestone 14            | 9/18/2018       | \$ 1,865,391.00                                      | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 373,078.20                                  | \$ 373,078.20   | \$ 373,078.20   | \$ 373,078.20   | \$ 373,078.20   |                 |                  |                 |
| Commencement                                | Milestone 20            | 12/15/2018      | \$ 1,865,391.00                                      | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 373,078.20                                  | \$ 373,078.20   | \$ 373,078.20   | \$ 373,078.20   | \$ 373,078.20   |                 |                  |                 |
| <b>Design and Implementation</b>            |                         |                 | \$ 1,731,768.48                                      | \$ 1,154,512.32 | \$ -            | \$ -            | \$ -            | \$ -            | \$ 2,886,280.80  | \$ 577,256.16                                  | \$ 577,256.16   | \$ 577,256.16   | \$ 577,256.16   | \$ 577,256.16   |                 | \$ 2,886,280.80  |                 |
| MTO 25% Complete                            | Milestone 24            | CD+5            | \$ 577,256.16  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 115,451.23                                  | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   |                 |                  |                 |
| MTO 50% Complete                            | Milestone 25            | CD+8            | \$ 577,256.16  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 115,451.23                                  | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   |                 |                  |                 |
| MTO 75% Complete                            | Milestone 26            | CD+11           | \$ 577,256.16  | N/A             | N/A             | N/A             | N/A             |                 |                  | \$ 115,451.23                                  | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   |                 |                  |                 |
| Refresh of CPE with Pre-Existing Issues     | Milestone 27            | CD+13           | N/A  | \$ 577,256.16   | N/A             | N/A             | N/A             |                 |                  | \$ 115,451.23                                  | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   |                 |                  |                 |
| MTO 100% Complete                           | Milestone 28            | CD+13           | N/A  | \$ 577,256.16   | N/A             | N/A             | N/A             |                 |                  | \$ 115,451.23                                  | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   | \$ 115,451.23   |                 |                  |                 |
| <b>Total Milestone Charges Gross</b>        |                         |                 | \$ 8,574,709.83                                      | \$ 1,457,983.77 | \$ -            | \$ -            | \$ -            | \$ -            | \$ 10,032,693.60 | \$ 2,006,538.72                                | \$ 2,006,538.72 | \$ 2,006,538.72 | \$ 2,006,538.72 | \$ 2,006,538.72 | \$ -            | \$ 10,032,693.60 |                 |
| Transition Assistance Credit                |                         |                 |  | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ -             | \$ -   | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ -             |                 |
| 5.102% Discount                             |                         |                 | \$ (437,481.70)                                      | \$ (74,386.33)  | \$ -            | \$ -            | \$ -            | \$ -            | \$ (511,868.03)  | \$ (102,373.61)                                | \$ (102,373.61) | \$ (102,373.61) | \$ (102,373.61) | \$ (102,373.61) | \$ (102,373.61) | \$ (511,868.03)  |                 |
| <b>Total Milestone Charges</b>              |                         |                 | \$ 8,137,228.13                                      | \$ 1,383,597.44 | \$ -            | \$ -            | \$ -            | \$ -            | \$ 9,520,825.57  | \$ 1,904,165.11                                | \$ 1,904,165.11 | \$ 1,904,165.11 | \$ 1,904,165.11 | \$ 1,904,165.11 | \$ -            | \$ 9,520,825.57  |                 |
|   |                         |                 | \$ (162,744.56)                                      | \$ (27,671.95)  | \$ -            | \$ -            | \$ -            | \$ -            | \$ (190,416.51)  | \$ (38,083.30)                                 | \$ (38,083.30)  | \$ (38,083.30)  | \$ (38,083.30)  | \$ (38,083.30)  | \$ -            | \$ (190,416.51)  |                 |
|   |                         |                 | \$ 7,974,483.57                                      | \$ 1,355,925.49 | \$ -            | \$ -            | \$ -            | \$ -            | \$ 9,330,409.06  | \$ 1,866,081.81                                | \$ 1,866,081.81 | \$ 1,866,081.81 | \$ 1,866,081.81 | \$ 1,866,081.81 | \$ -            | \$ 9,330,409.06  |                 |

**Supplier Investments (Annual Amounts in \$)**

Supplier Investments - Fill out blue highlighted areas of worksheet.

Note: Investment dollars are not an addition to the Total Estimate Charges, they should already be included in the Monthly Unit Rates.

|                               | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 5.5 | 5 Year Total  | Renewal Option 1 |              |              | Renewal Option 2 |        |       |               |      |      |      |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|---------------|------------------|--------------|--------------|------------------|--------|-------|---------------|------|------|------|
|                               |                 |                 |                 |                 |                 |                   |               | Year 1           | Year 2       | Total        | Year 1           | Year 2 | Total |               |      |      |      |
| <b>Supplier Investments</b>   |                 |                 |                 |                 |                 |                   |               |                  |              |              |                  |        |       |               |      |      |      |
| Hardware - Infrastructure     | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ -              | \$ -          | \$ -             | \$ -         | \$ -         | \$ -             | \$ -   | \$ -  | \$ -          | \$ - | \$ - | \$ - |
| Hardware - Non-Infrastructure | \$ 69,419,038   | \$ -            | \$ 3,590,640    | \$ 5,984,400    | \$ 15,559,439   | \$ -              | \$ 94,553,517 | \$ -             | \$ 4,787,520 | \$ 4,787,520 | \$ 20,346,959    | \$ -   | \$ -  | \$ 20,346,959 | \$ - | \$ - | \$ - |
| Software                      | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ -              | \$ -          | \$ -             | \$ -         | \$ -         | \$ -             | \$ -   | \$ -  | \$ -          | \$ - | \$ - | \$ - |
| Other                         | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            | \$ -              | \$ -          | \$ -             | \$ -         | \$ -         | \$ -             | \$ -   | \$ -  | \$ -          | \$ - | \$ - | \$ - |
| <b>Total</b>                  | \$ 69,419,038   | \$ -            | \$ 3,590,640    | \$ 5,984,400    | \$ 15,559,439   | \$ -              | \$ 94,553,517 | \$ -             | \$ 4,787,520 | \$ 4,787,520 | \$ 20,346,959    | \$ -   | \$ -  | \$ 20,346,959 | \$ - | \$ - | \$ - |

Termination Charges (Annual Amounts in \$)

Termination Charges - Fill out blue highlighted areas of worksheet  
Charges should reflect amount as of first day of period.

|  | Contract Year 1         | Contract Year 2         | Contract Year 3         | Contract Year 4         | Contract Year 5         | Contract Year 5.5       | Renewal Option 1        |                         | Renewal Option 2        |                         |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|  |                         |                         |                         |                         |                         |                         | Year 1                  | Year 2                  | Year 1                  | Year 2                  |
| <b>TERMINATION FOR CONVENIENCE</b>                                 |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| <b>Cross Functional</b>  |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| Unrecovered Implementation Charges                                 | \$ 5,016,347.00         | \$ 4,013,077.50         | \$ 3,009,807.50         | \$ 2,006,539.00         | \$ 1,003,269.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Employee Severance   | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         | \$ 6,822,457.00         |
| Supplier Equipment   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Software Licenses)                          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Other)                                      | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| <b>Total Cross Functional Termination for Convenience</b>          | <b>\$ 11,838,804.00</b> | <b>\$ 10,835,534.50</b> | <b>\$ 9,832,264.50</b>  | <b>\$ 8,828,996.00</b>  | <b>\$ 7,825,726.00</b>  | <b>\$ 6,822,457.00</b>  | <b>\$ 6,822,457.00</b>  | <b>\$ 6,822,457.00</b>  | <b>\$ 6,822,457.00</b>  | <b>\$ 6,822,457.00</b>  |
| <b>CPE Use</b>   |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| Unrecovered Implementation Charges                                 | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Employee Severance   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Supplier Equipment   | \$ 62,477,134.20        | \$ 49,981,707.00        | \$ 40,717,856.70        | \$ 32,962,074.30        | \$ 32,746,635.90        | \$ 15,727,003.20        | \$ 15,727,003.20        | \$ 15,511,564.80        | \$ 27,863,365.50        | \$ 13,393,087.20        |
| Third Party Contracts (Software Licenses)                          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Other)                                      | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| <b>Total CPE Use Termination for Convenience</b>                   | <b>\$ 62,477,134.20</b> | <b>\$ 49,981,707.00</b> | <b>\$ 40,717,856.70</b> | <b>\$ 32,962,074.30</b> | <b>\$ 32,746,635.90</b> | <b>\$ 15,727,003.20</b> | <b>\$ 15,727,003.20</b> | <b>\$ 15,511,564.80</b> | <b>\$ 27,863,365.50</b> | <b>\$ 13,393,087.20</b> |
| <b>Transport</b>   |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| Unrecovered Implementation Charges                                 | \$ -                    | \$ 24,726,408.00        | \$ 19,781,126.00        | \$ 14,835,845.00        | \$ 2,472,640.75         | \$ 1,236,320.50         | \$ 1,236,320.50         | \$ -                    | \$ -                    | \$ -                    |
| Employee Severance   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Supplier Equipment   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Software Licenses)                          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Other)                                      | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| <b>Total Transport Termination for Convenience</b>                 | <b>\$ -</b>             | <b>\$ 24,726,408.00</b> | <b>\$ 19,781,126.00</b> | <b>\$ 14,835,845.00</b> | <b>\$ 2,472,640.75</b>  | <b>\$ 1,236,320.50</b>  | <b>\$ 1,236,320.50</b>  | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>Data Networking Services</b>                                    |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| Unrecovered Implementation Charges                                 | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Employee Severance   | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         | \$ 1,904,514.00         |
| Supplier Equipment   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Software Licenses)                          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Other)                                      | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| <b>Total Data Networking Services Termination for Convenience</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  | <b>\$ 1,904,514.00</b>  |
| <b>Voice Networking Services</b>                                   |                         |                         |                         |                         |                         |                         |                         |                         |                         |                         |
| Unrecovered Implementation Charges                                 | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Employee Severance   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Supplier Equipment   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Software Licenses)                          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| Third Party Contracts (Other)                                      | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |
| <b>Total Voice Networking Services Termination for Convenience</b> | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             |
| <b>TOTAL TERMINATION FOR CONVENIENCE</b>                           | <b>\$ 76,220,452.20</b> | <b>\$ 87,448,163.50</b> | <b>\$ 72,235,761.20</b> | <b>\$ 58,531,429.30</b> | <b>\$ 44,949,516.65</b> | <b>\$ 25,690,294.70</b> | <b>\$ 25,690,294.70</b> | <b>\$ 24,238,535.80</b> | <b>\$ 36,590,336.50</b> | <b>\$ 22,120,058.20</b> |

Notes:

**NOT USED**

**Inflation Sensitivity (%)**

**Rate Card \$**

(\$)

Fill out blue highlighted cells in the first table with the Resource Types available for FTE Services and the applicable hourly rates, inclusive of travel.  
 Fill out blue highlighted cells in the second table to describe the Resource Types listed in the first table.

| Resource Type   | Units | Annual Productive Hours | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 * | Renewal Option 1 |           | Renewal Option 2 |           |
|---|-------|-------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|------------------|-----------|------------------|-----------|
|   |       |                         |                 |                 |                 |                 |                   | Year 1           | Year 2    | Year 1           | Year 2    |
| Network Engineer  | Hours | 1,920                   | \$ 166.00       | \$ 171.00       | \$ 176.00       | \$ 181.00       | \$ 186.00         | \$ 192.00        | \$ 198.00 | \$ 204.00        | \$ 210.00 |
| Project Manager (NE)  | Hours | 1,920                   | \$ 119.00       | \$ 123.00       | \$ 127.00       | \$ 131.00       | \$ 135.00         | \$ 139.00        | \$ 143.00 | \$ 147.00        | \$ 151.00 |
| Project Manager (Generic)   | Hours | 1,920                   | \$ 135.00       | \$ 139.00       | \$ 143.00       | \$ 147.00       | \$ 151.00         | \$ 156.00        | \$ 161.00 | \$ 166.00        | \$ 171.00 |
| UCCaaS Set Placement  | Hours | 1,920                   | \$ 76.00        | \$ 78.00        | \$ 80.00        | \$ 82.00        | \$ 84.00          | \$ 87.00         | \$ 90.00  | \$ 93.00         | \$ 96.00  |
| UCCaaS Trainer (classroom) up to 12 participants                            | Hours | 1,920                   | \$ 113.00       | \$ 116.00       | \$ 119.00       | \$ 123.00       | \$ 127.00         | \$ 131.00        | \$ 135.00 | \$ 139.00        | \$ 143.00 |
| UCCaaS Trainer(day 2 support)   | Hours | 1,920                   | \$ 76.00        | \$ 78.00        | \$ 80.00        | \$ 82.00        | \$ 84.00          | \$ 87.00         | \$ 90.00  | \$ 93.00         | \$ 96.00  |
| I&R tech (circuit troubleshooting, cross connects, etc.), OOB modem install | Hours | 1,920                   | \$ 76.00        | \$ 78.00        | \$ 80.00        | \$ 82.00        | \$ 84.00          | \$ 87.00         | \$ 90.00  | \$ 93.00         | \$ 96.00  |
| On-Site cable verification (verify customer cable plant)                    | Hours | 1,920                   | \$ 76.00        | \$ 78.00        | \$ 80.00        | \$ 82.00        | \$ 84.00          | \$ 87.00         | \$ 90.00  | \$ 93.00         | \$ 96.00  |
| On-Site Switch/Router Rack/Stack w/verify connectivity                      | Hours | 1,920                   | \$ 83.00        | \$ 85.00        | \$ 88.00        | \$ 91.00        | \$ 94.00          | \$ 97.00         | \$ 100.00 | \$ 103.00        | \$ 106.00 |
| Site Survey(wired and wireless)   | Hours | 1,920                   | \$ 249.00       | \$ 256.00       | \$ 264.00       | \$ 272.00       | \$ 280.00         | \$ 288.00        | \$ 297.00 | \$ 306.00        | \$ 315.00 |
| NET PM  | Hours | 1,920                   | \$ 190.00       | \$ 196.00       | \$ 202.00       | \$ 208.00       | \$ 214.00         | \$ 220.00        | \$ 227.00 | \$ 234.00        | \$ 241.00 |
| NOC Analyst   | Hours | 1,920                   | \$ 89.00        | \$ 92.00        | \$ 95.00        | \$ 98.00        | \$ 101.00         | \$ 104.00        | \$ 107.00 | \$ 110.00        | \$ 113.00 |
| NET SUP 2   | Hours | 1,920                   | \$ 130.00       | \$ 134.00       | \$ 138.00       | \$ 142.00       | \$ 146.00         | \$ 150.00        | \$ 155.00 | \$ 160.00        | \$ 165.00 |
| NET SUP 3   | Hours | 1,920                   | \$ 156.00       | \$ 161.00       | \$ 166.00       | \$ 171.00       | \$ 176.00         | \$ 181.00        | \$ 186.00 | \$ 192.00        | \$ 198.00 |
| NET ENG 1   | Hours | 1,920                   | \$ 113.00       | \$ 116.00       | \$ 119.00       | \$ 123.00       | \$ 127.00         | \$ 131.00        | \$ 135.00 | \$ 139.00        | \$ 143.00 |
| NET ENG 2   | Hours | 1,920                   | \$ 122.00       | \$ 126.00       | \$ 130.00       | \$ 134.00       | \$ 138.00         | \$ 142.00        | \$ 146.00 | \$ 150.00        | \$ 155.00 |
| NET ENG 3   | Hours | 1,920                   | \$ 171.00       | \$ 176.00       | \$ 181.00       | \$ 186.00       | \$ 192.00         | \$ 198.00        | \$ 204.00 | \$ 210.00        | \$ 216.00 |
| NET ENG 4   | Hours | 1,920                   | \$ 179.00       | \$ 184.00       | \$ 190.00       | \$ 196.00       | \$ 202.00         | \$ 208.00        | \$ 214.00 | \$ 220.00        | \$ 227.00 |
| NET ENG 5   | Hours | 1,920                   | \$ 220.00       | \$ 227.00       | \$ 234.00       | \$ 241.00       | \$ 248.00         | \$ 255.00        | \$ 263.00 | \$ 271.00        | \$ 279.00 |
| NET MAN 3   | Hours | 1,920                   | \$ 171.00       | \$ 176.00       | \$ 181.00       | \$ 186.00       | \$ 192.00         | \$ 198.00        | \$ 204.00 | \$ 210.00        | \$ 216.00 |
| NET MAN 5   | Hours | 1,920                   | \$ 261.00       | \$ 269.00       | \$ 277.00       | \$ 285.00       | \$ 294.00         | \$ 303.00        | \$ 312.00 | \$ 321.00        | \$ 331.00 |
|   | Hours | 1,920                   | \$ -            | \$ -            | \$ -            | \$ -            | \$ -              | \$ -             | \$ -      | \$ -             | \$ -      |
|   | Hours | 1,920                   | \$ -            | \$ -            | \$ -            | \$ -            | \$ -              | \$ -             | \$ -      | \$ -             | \$ -      |

| Resource Type   | Minimum Yrs Exp in Role | Total Experience | Role Description   |   |
|---|-------------------------|------------------|--|---|
| Network Engineer  | 5                       | 7                | Position provides Network Engineering services for Enterprise Services. The Engineer will perform network design activity and consults on complex problems associated with designing technical engineering solutions. Also supports Optional Change Management activities.   | AS or higher and at least one CCXX certification or equivalent. Strong written and oral communications skills Experience with large, complex networks required. |
| Project Manager (NE)  | 2                       | 4                | Accountable for managing the planning, scheduling, coordinating, monitoring, reporting, and control of Projects  | BS/BA or equivalent. Background and experience in large domestic or international communications network deployments  |
| Project Manager (Generic)   | 4                       | 6                | Accountable for the successful execution of the Project and the primary point of contact for performing overall project management services for the implementation of the customer services. The Project Manager is also responsible for planning and coordinating the resources to deploy a Project within the predicted cost, time and quality estimates | BS/BA or equivalent. PMP required. Strong background in large, complex domestic and international communications network deployments                            |
| UCCaaS Set Placement  | 1                       | 2                | *1-2 years of work experience or internship experience.<br>* Knowledge of Cisco VoIP phones<br>* General knowledge of phone functionality<br>* Excellent customer service  | 2-year or 4-year degree<br>Previous Experience with end user technology deployments in a high customer satisfaction environment                                 |
| UCCaaS Trainer (classroom) up to 12 participants                            | 2                       | 4                | *Experience training users on Cisco VoIP phone systems feature and functionality   | 2-year or 4-year degree<br>Cisco VoIP Certifications preferred  |
| UCCaaS Trainer (day 2 support)  | 1                       | 2                | *1-2 years of work experience or internship experience.<br>* Knowledge of Cisco VoIP phones<br>* General knowledge of phone functionality<br>* Excellent customer service  | 2-year or 4-year degree<br>Previous Experience with end user technology deployments in a high customer satisfaction environment                                 |
| I&R tech (circuit troubleshooting, cross connects, etc.), OOB modem install | 2                       | 4                | *2-4 years of work experience or internship experience.<br>* Knowledge of industry (BICSI/TIA/ISO) standards<br>* General knowledge of circuit functionality<br>* Excellent customer service   | BICSI technician<br>Previous Experience with end user technology deployments in a high customer satisfaction environment  |



|  |    |    |   |  |
|--|----|----|---|--|
| On-Site cable verification (verify customer cable plant) | 2  | 4  | *2 to 4 years of work experience or internship experience.<br>* Knowledge of industry (BICSI/TIA/ISO) standards<br>* General knowledge of circuit functionality<br>* Excellent customer service   | BICSI technician<br>Previous Experience with end user technology deployments in a high customer satisfaction environment   |
| On-Site Switch/Router Rack/Stack w/verify connectivity   | 2  | 4  | *Basic experience installing configuration templates on Cisco or Juniper routers/switches<br>*Ability to travel to Agency locations throughout VA<br>*Excellent customer service  | 2-year or 4-year degree<br>Previous Experience with technology deployments in a high customer satisfaction environment<br>Network+ Certification preferred   |
| Site Survey (wired and wireless)                         | 2  | 4  | *Experience with Cisco or Juniper routers, switches, TCP/IP, DHCP, DNS, VoIP, wireless LAN/WAN, Multicast, QoS, STP, VTP and VLAN's; Network Security (IPSec Tunnels), Suite B security concepts<br>*Experience with various Routing Protocols like OSPF, EIGRP, BGP and Gateway Redundancy Protocols like HSRP, VRRP, and GLRP | 4-year degree or equivalent experience<br>CCNA<br>CISSP<br>Networking Manufacturer Technical Certifications  |
| NET PM   | 5  | 5  | NET PM resources oversee critical networking and system implementation projects at customer sites.  | PMP or Equivalent  |
| NOC Analyst  | 1  | 1  | NOC Analysts provide support 24x7x365 days/year to monitor, track, and escalate various networking and security issues to ensure compliance requirements and network availability   | CCT or Equivalent<br>JNCIA or Equivalent   |
| NET SUP 2  | 3  | 3  | NET SUP 2 resources diagnose, restore, repair, and replace critical networking and system devices at customer sites. Technicians work closely with Senior level engineers to quickly and efficiently resolve support incidents  | CCT or Equivalent<br>JNCIA or Equivalent   |
| NET SUP 3  | 5  | 5  | NET SUP 3 resources diagnose, restore, repair, and replace critical networking and system devices at customer sites. Technicians work closely with Senior level engineers to quickly and efficiently resolve support incidents  | CCNA or Equivalent<br>JNCIA or Equivalent  |
| NET ENG 1  | 1  | 1  | NET ENG 1 resources implement and diagnose critical networking and system devices at customer sites. Engineers work closely with Senior level engineers to implement networking devices per customer and security requirements  | CCNA or Equivalent<br>CCDA or Equivalent<br>JNCIA or Equivalent  |
| NET ENG 2  | 3  | 3  | NET ENG 2 resources implement and diagnose critical networking and system devices at customer sites. Engineers work closely with Senior level engineers to implement networking devices per customer and security requirements  | CCNA or Equivalent<br>CCDA or Equivalent<br>JNCIA or Equivalent  |
| NET ENG 3  | 5  | 5  | NET ENG 3 resources implement and diagnose critical networking and system devices at customer sites. Engineers work closely with Senior level engineers to implement networking devices per customer and security requirements  | CCDA or Equivalent<br>CCNA Cloud or Equivalent<br>CCNA Collaboration or Equivalent<br>CCNA Security or Equivalent<br>CCNA Wireless or Equivalent<br>JNCIS-ENT or Equivalent<br>CCNA or Equivalent<br>CCDA or Equivalent                        |
| NET ENG 4  | 7  | 7  | NET ENG 4 resources architect, implement and diagnose critical networking and system devices at customer sites ensuring industry standard best practices for security and interoperability  | CCNP or Equivalent<br>CCDP or Equivalent<br>CCNP Collaboration or Equivalent<br>CCNP Security or Equivalent<br>CCNP Data Center or Equivalent<br>CCNP Service Provider or Equivalent<br>CCNP Wireless or Equivalent<br>JNCIP-ENT or Equivalent |
| NET ENG 5  | 10 | 10 | NET ENG 5 resources architect, implement and diagnose critical networking and system devices at customer sites ensuring industry standard best practices for security and interoperability  | CCIE or Equivalent<br>JNCIE-ENT or Equivalent  |
| NET MAN 3  | 7  | 7  | NET MAN 3 resources manage a team of engineers that architect, implement, diagnose and support critical networking and system devices at customer sites ensuring industry standard best practices for security and interoperability   | CCDA or Equivalent<br>CCNA Cloud or Equivalent<br>CCNA Collaboration or Equivalent<br>CCNA Security or Equivalent<br>CCNA Wireless or Equivalent<br>JNCIS-ENT or Equivalent  |
| NET MAN 5  | 10 | 10 | NET MAN 5 resources manage a team of engineers that architect, implement, diagnose and support critical networking and system devices at customer sites ensuring industry standard best practices for security and interoperability   | CCDA or Equivalent<br>CCNA Cloud or Equivalent<br>CCNA Collaboration or Equivalent<br>CCNA Security or Equivalent<br>CCNA Wireless or Equivalent<br>JNCIS-ENT or Equivalent  |

(\*) Hourly Rates applicable to Contract Year 5 and Contract Year 5.5

**Optional Services (\$)**

| Resource Description     |                                | Metric                | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 * |
|--------------------------|--------------------------------|-----------------------|-----------------|-----------------|-----------------|-----------------|-------------------|
| <b>Optional Services</b> |                                |                       |                 |                 |                 |                 |                   |
| 2.7.1                    | <b>DDI</b>                     |                       |                 |                 |                 |                 |                   |
| <b>DDI Changes</b>       |                                |                       |                 |                 |                 |                 |                   |
|                          | DDI-SSP Changes                | Per Change NRC        | \$12.00         | \$12.00         | \$12.00         | \$12.00         | \$12.00           |
|                          | DDI - Premium Changes          | Per Change NRC        | \$42.00         | \$42.00         | \$42.00         | \$42.00         | \$42.00           |
| 2.7.2                    | <b>DDI Management</b>          |                       |                 |                 |                 |                 |                   |
|                          | DDI - SSP Host Mgmt            | Per Device Per Month  | \$1,901.00      | \$1,901.00      | \$1,901.00      | \$1,901.00      | \$1,901.00        |
|                          | DDI - SSP SW Maint             | Per Device Per Month  | \$4,190.00      | \$4,190.00      | \$4,190.00      | \$4,190.00      | \$4,190.00        |
|                          | DDI - Appliance Mgmt           | Per Device Per Month  | \$2,405.00      | \$2,405.00      | \$2,405.00      | \$2,405.00      | \$2,405.00        |
|                          | DDI - Appliance Maint          | Per Device Per Month  | \$1,401.00      | \$1,401.00      | \$1,401.00      | \$1,401.00      | \$1,401.00        |
| <b>IOS (DWDM)</b>        |                                |                       |                 |                 |                 |                 |                   |
| 2.7.3                    | <b>IOS (DWDM)</b>              |                       |                 |                 |                 |                 |                   |
|                          | IOS (DWDM)                     | Per Enterprise Month  | \$222,108.00    | \$222,108.00    | \$222,108.00    | \$222,108.00    | \$222,108.00      |
| 2.7.4                    | <b>10G Replication Circuit</b> |                       |                 |                 |                 |                 |                   |
|                          | 10G Replication Circuit        | Per Circuit Per Month | \$29,542.00     | \$29,542.00     | \$29,542.00     | \$29,542.00     | \$29,542.00       |

| Renewal Option 1 |            |
|------------------|------------|
| Year 1           | Year 2     |
|                  |            |
| \$12.00          | \$12.00    |
| \$42.00          | \$42.00    |
| \$1,901.00       | \$1,901.00 |
| \$4,190.00       | \$4,190.00 |
| \$2,405.00       | \$2,405.00 |
| \$1,401.00       | \$1,401.00 |

| Renewal Option 2 |            |
|------------------|------------|
| Year 1           | Year 2     |
|                  |            |
| \$12.00          | \$12.00    |
| \$42.00          | \$42.00    |
| \$1,901.00       | \$1,901.00 |
| \$4,190.00       | \$4,190.00 |
| \$2,405.00       | \$2,405.00 |
| \$1,401.00       | \$1,401.00 |

|              |              |
|--------------|--------------|
| \$222,108.00 | \$222,108.00 |
| \$29,542.00  | \$29,542.00  |

|              |              |
|--------------|--------------|
| \$222,108.00 | \$222,108.00 |
| \$29,542.00  | \$29,542.00  |

END

**Discretionary Charges (\$)**

| Resource Description                                       | Metric               | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 * | Renewal Option 1 |            | Renewal Option 2 |            |            |
|--|----------------------|-----------------|-----------------|-----------------|-----------------|-------------------|------------------|------------|------------------|------------|------------|
|  |                      |                 |                 |                 |                 |                   | Year 1           | Year 2     | Year 1           | Year 2     |            |
| <b>2.6.1 Miscellaneous Services</b>                        |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Extended Demarc  | Per Circuit          | \$500.50        | \$500.50        | \$500.50        | \$500.50        | \$500.50          | \$500.50         | \$500.50   | \$500.50         | \$500.50   | \$500.50   |
| Inside Wiring  | Per Cable            | \$500.50        | \$500.50        | \$500.50        | \$500.50        | \$500.50          | \$500.50         | \$500.50   | \$500.50         | \$500.50   | \$500.50   |
| Expedite   | Per Order            | \$1,050.00      | \$1,050.00      | \$1,050.00      | \$1,050.00      | \$1,050.00        | \$1,050.00       | \$1,050.00 | \$1,050.00       | \$1,050.00 | \$1,050.00 |
| No Fault Found Dispatches                                  | Per Dispatch         | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Physical Change  | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MAC   | Per Change           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Reconfiguration  | Per Circuit          | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Reconfiguration - Bandwidth                                | Per Port             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Site De-Installation                                       | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Physical Site Survey                                       | Per Site             | \$429.00        | \$429.00        | \$429.00        | \$429.00        | \$429.00          | \$429.00         | \$429.00   | \$429.00         | \$429.00   | \$429.00   |
| Remote Site Survey   | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Pending Order Cancellation                                 | Per Order            | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Pending Order Change                                       | Per Order            | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Rescheduling Charges                                       | Per Order            | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Service Date Change  | Per Order            | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Administrative Change                                      | Per Change           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| <b>2.6.2 Managed WAN Optional Change Management (OCM)</b>  |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Managed Migration – Basic                                  | Per Device           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Managed Migration – Complex                                | Per Device           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 1   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 2   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Site De-installation                                       | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| <b>2.6.3 Managed LAN Optional Change Management (OCM)</b>  |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Soft MACD Type 1   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Soft MACD Type 2   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 1   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 2   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Site De-installation                                       | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| <b>2.6.4 Managed WLAN Optional Change Management (OCM)</b> |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Implementation (Modify Existing)                           | Change per device    | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Design (Single Feature/Protocol)                           | Change per device    | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Design Plus (Multiple Feature/Protocol)                    | Change per device    | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Soft MACD Type 1   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Soft MACD Type 2   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 1   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Hard MACD Type 2   | Per MACD             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Site De-installation                                       | Per Site             | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| <b>2.6.5 Secure Gateway Related Services</b>               |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Secure Gateway Design (Single Feature/Protocol)            | Per Feature/Protocol | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Secure Gateway Design Plus (Multiple Feature/Protocol)     | Per Device           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| Secure Gateway Application of Design Changes               | Per Device           | \$0.00          | \$0.00          | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00     | \$0.00           | \$0.00     | \$0.00     |
| <b>2.6.6 Phone Accessories</b>                             |                      |                 |                 |                 |                 |                   |                  |            |                  |            |            |
| Phone wall mt 1-187QNHO                                    | Per Device           | \$7.14          | \$7.14          | \$7.14          | \$7.14          | \$7.14            | \$7.14           | \$7.14     | \$7.14           | \$7.14     | \$7.14     |
| Plantronics headset 740SS                                  | Per Device           | \$258.99        | \$258.99        | \$258.99        | \$258.99        | \$258.99          | \$258.99         | \$258.99   | \$258.99         | \$258.99   | \$258.99   |
| Plantronics headsetPTfocus                                 | Per Device           | \$166.02        | \$166.02        | \$166.02        | \$166.02        | \$166.02          | \$166.02         | \$166.02   | \$166.02         | \$166.02   | \$166.02   |
| Polycom USB video Camera                                   | Per Device           | \$87.99         | \$87.99         | \$87.99         | \$87.99         | \$87.99           | \$87.99          | \$87.99    | \$87.99          | \$87.99    | \$87.99    |

|  |                     |             |             |             |             |             |
|--|---------------------|-------------|-------------|-------------|-------------|-------------|
| <b>2.6.7 VCC Related Services</b>                        |                     |             |             |             |             |             |
| Professional Services Hours                              | Per Hour            | \$340.00    | \$340.00    | \$340.00    | \$340.00    | \$340.00    |
| Basic Self-Service IVR                                   | Per Instance        | \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  |
| Premium Self-Service IVR                                 | Per Instance        | \$10,500.00 | \$10,500.00 | \$10,500.00 | \$10,500.00 | \$10,500.00 |
| Automated Speech Recognition (Per 10 Actions)            | Per Instance        | \$6,375.00  | \$6,375.00  | \$6,375.00  | \$6,375.00  | \$6,375.00  |
| CRM-Driven Screen Pop / Call Routing                     | Per Instance        | \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  |
| Named Agent Routing                                      | Per Business Unit   | \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  |
| Auto Attendant Implementation                            | Per Business Unit   | \$5,400.00  | \$5,400.00  | \$5,400.00  | \$5,400.00  | \$5,400.00  |
| Implementation   | Per Business Unit   | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 |
| Implementation   | Per Business Unit   | \$25,500.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 |
| NICE Workforce Management Essentials Implementation      | Per Business Unit   | \$42,900.00 | \$42,900.00 | \$42,900.00 | \$42,900.00 | \$42,900.00 |
| NICE Workforce Management Advanced Implementation        | Per Business Unit   | \$54,900.00 | \$54,900.00 | \$54,900.00 | \$54,900.00 | \$54,900.00 |
| NICE Workload Manager Implementation                     | Per Business Unit   | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| NICE WFM Advanced Plus Implementation                    | Per Business Unit   | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| NICE Interaction Management Implementation               | Per Business Unit   | \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  |
| NICE Screen Recording Implementation                     | Per Business Unit   | \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  |
| ECHO Implementation                                      | Per Business Unit   | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 |
| ECHO Survey Creation                                     | Per Survey          | \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  |
| ECHO ACD Integration                                     | Per ACD             | \$6,563.00  | \$6,563.00  | \$6,563.00  | \$6,563.00  | \$6,563.00  |
| inView Standard Implementation                           | Per Business Unit   | \$9,562.50  | \$9,562.50  | \$9,562.50  | \$9,562.50  | \$9,562.50  |
| inView Salesforce.com Integration                        | Per Business Unit   | \$5,737.50  | \$5,737.50  | \$5,737.50  | \$5,737.50  | \$5,737.50  |
| inView ECHO Implementation                               | Per Business Unit   | \$3,600.00  | \$3,600.00  | \$3,600.00  | \$3,600.00  | \$3,600.00  |
| inContact Advanced Analytics                             | Per Business Unit   | \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  |
| Inbound SMS Application Fee (Per BU) - SETUP             | Per Business Unit   | \$450.00    | \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| Inbound SMS Implementation                               | Per Business Unit   | \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  |
| inContact Social Media Implementation                    | Per Business Unit   | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| SMS Long Code - SETUP                                    | Per Code            | \$450.00    | \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| SMS Short Code - SETUP                                   | Per Code            | \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  |
| SMS Custom Short Code - SETUP                            | Per Code            | \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  |
| SMS Toll Free Long Code - SETUP                          | Per Code            | \$1,080.00  | \$1,080.00  | \$1,080.00  | \$1,080.00  | \$1,080.00  |
| Personal Connection Dialer Installation (up to 50 users) | Per Business Unit   | \$3,825.00  | \$3,825.00  | \$3,825.00  | \$3,825.00  | \$3,825.00  |
| Personal Connection Dialer Additional User Enablement    | Per User            | \$120.00    | \$120.00    | \$120.00    | \$120.00    | \$120.00    |
| Personal Connection 3rd party Software Integration       | Per Instance        | \$9,712.50  | \$9,712.50  | \$9,712.50  | \$9,712.50  | \$9,712.50  |
| Outbound Email Campaign Implementation                   | Per Campaign        | \$1,200.00  | \$1,200.00  | \$1,200.00  | \$1,200.00  | \$1,200.00  |
| Outbound SMS Application Fee (Per BU) - SETUP            | Per Business Unit   | \$450.00    | \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| Outbound SMS Campaign Implementation                     | Per Campaign        | \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  |
| Direct Data Access Activation                            | Per Business Unit   | \$3,000.00  | \$3,000.00  | \$3,000.00  | \$3,000.00  | \$3,000.00  |
| IPSec Implementation                                     | Per Site            | \$600.00    | \$600.00    | \$600.00    | \$600.00    | \$600.00    |
| Carrier DataCenter Connection                            | Per Rack Unit       | \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  |
| <b>2.6.8 VCC Advanced Features</b>                       |                     |             |             |             |             |             |
| Professional Services On-Demand                          | Per Quarter Hour    | \$72.25     | \$72.25     | \$72.25     | \$72.25     | \$72.25     |
| Technical Account Manager                                | Per Business Unit   | \$3,612.50  | \$3,612.50  | \$3,612.50  | \$3,612.50  | \$3,612.50  |
| Automated Speech Recognition                             | Per Minute          | \$0.09      | \$0.09      | \$0.09      | \$0.09      | \$0.09      |
| Auto Attendant   | Per Configured User | \$8.50      | \$8.50      | \$8.50      | \$8.50      | \$8.50      |
| Auto Attendant Lite                                      | Per Configured User | \$5.95      | \$5.95      | \$5.95      | \$5.95      | \$5.95      |
| inContact Agent for Sales Force                          | Per User            | \$12.75     | \$12.75     | \$12.75     | \$12.75     | \$12.75     |
| inContact Agent for Oracle Service Cloud                 | Per User            | \$21.25     | \$21.25     | \$21.25     | \$21.25     | \$21.25     |
| Quality Management Essentials                            | Per Configured User | \$56.95     | \$56.95     | \$56.95     | \$56.95     | \$56.95     |
| Quality Management Optimization                          | Per Configured User | \$62.05     | \$62.05     | \$62.05     | \$62.05     | \$62.05     |
| Interaction Management                                   | Per Configured User | \$40.80     | \$40.80     | \$40.80     | \$40.80     | \$40.80     |

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| \$340.00    | \$340.00    | \$340.00    | \$340.00    |
| \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  |
| \$10,500.00 | \$10,500.00 | \$10,500.00 | \$10,500.00 |
| \$6,375.00  | \$6,375.00  | \$6,375.00  | \$6,375.00  |
| \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  |
| \$6,500.00  | \$6,500.00  | \$6,500.00  | \$6,500.00  |
| \$5,400.00  | \$5,400.00  | \$5,400.00  | \$5,400.00  |
| \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 |
| \$25,500.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 |
| \$42,900.00 | \$42,900.00 | \$42,900.00 | \$42,900.00 |
| \$54,900.00 | \$54,900.00 | \$54,900.00 | \$54,900.00 |
| \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  |
| \$9,000.00  | \$9,000.00  | \$9,000.00  | \$9,000.00  |
| \$18,000.00 | \$18,000.00 | \$18,000.00 | \$18,000.00 |
| \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  |
| \$6,563.00  | \$6,563.00  | \$6,563.00  | \$6,563.00  |
| \$9,562.50  | \$9,562.50  | \$9,562.50  | \$9,562.50  |
| \$5,737.50  | \$5,737.50  | \$5,737.50  | \$5,737.50  |
| \$3,600.00  | \$3,600.00  | \$3,600.00  | \$3,600.00  |
| \$3,900.00  | \$3,900.00  | \$3,900.00  | \$3,900.00  |
| \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| \$1,800.00  | \$1,800.00  | \$1,800.00  | \$1,800.00  |
| \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,000.00  |
| \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  |
| \$4,200.00  | \$4,200.00  | \$4,200.00  | \$4,200.00  |
| \$1,080.00  | \$1,080.00  | \$1,080.00  | \$1,080.00  |
| \$3,825.00  | \$3,825.00  | \$3,825.00  | \$3,825.00  |
| \$120.00    | \$120.00    | \$120.00    | \$120.00    |
| \$9,712.50  | \$9,712.50  | \$9,712.50  | \$9,712.50  |
| \$1,200.00  | \$1,200.00  | \$1,200.00  | \$1,200.00  |
| \$450.00    | \$450.00    | \$450.00    | \$450.00    |
| \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  |
| \$3,000.00  | \$3,000.00  | \$3,000.00  | \$3,000.00  |
| \$600.00    | \$600.00    | \$600.00    | \$600.00    |
| \$1,500.00  | \$1,500.00  | \$1,500.00  | \$1,500.00  |
| \$72.25     | \$72.25     | \$72.25     | \$72.25     |
| \$3,612.50  | \$3,612.50  | \$3,612.50  | \$3,612.50  |
| \$0.09      | \$0.09      | \$0.09      | \$0.09      |
| \$8.50      | \$8.50      | \$8.50      | \$8.50      |
| \$5.95      | \$5.95      | \$5.95      | \$5.95      |
| \$12.75     | \$12.75     | \$12.75     | \$12.75     |
| \$21.25     | \$21.25     | \$21.25     | \$21.25     |
| \$56.95     | \$56.95     | \$56.95     | \$56.95     |
| \$62.05     | \$62.05     | \$62.05     | \$62.05     |
| \$40.80     | \$40.80     | \$40.80     | \$40.80     |

|   |                        |            |            |            |            |            |            |            |            |            |            |
|---|------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Screen Recording  | Per Configured User    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    | \$23.80    |
| Workforce Management Essentials   | Per Configured User    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    | \$33.15    |
| Workforce Management Advanced   | Per Configured User    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    | \$46.75    |
| Workload Manager  | Per Configured User    | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     | \$5.53     |
| WFM Advanced Plus   | Per Configured User    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    | \$12.75    |
| ECHO (per Agent)  | Per Configured User    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    | \$34.00    |
| ECHO (per Completed Survey)   | Per Survey             | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     | \$1.28     |
| ECHO Transcription Services   | Per Comment            | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     | \$1.70     |
| ECHO Non-inContact ACD Integration  | Per ACD                | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   |
| InView Performance Management   | Per Configured User    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    |
| InView Gamification   | Per Configured User    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    | \$13.60    |
| InView Messaging  | Per Configured User    | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     | \$6.80     |
| InView Coaching and Learning Management   | Per Configured User    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    | \$19.55    |
| inContact Advanced Analytics  | Per Configured User    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    | \$31.45    |
| Inbound SMS Application   | Per Month              | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   | \$148.75   |
| Incoming SMS - messages   | Per Message            | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     |
| SMS Long Code   | Per Code               | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   |
| SMS Short Code  | Per Code               | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 | \$2,125.00 |
| SMS Custom Short Code   | Per Code               | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 | \$3,272.50 |
| SMS Toll Free Long Code   | Per Code               | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   | \$212.50   |
| SMS Toll Free Long Code - messages  | Per Message            | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     | \$0.03     |
| inContact Social Media  | Per Configured User    | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   | \$119.00   |
| Personal Connection Dialer  | Per Configured User    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    | \$25.50    |
| Outbound SMS Application MRC - (Per Business Un   | Per Month              | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   | \$680.00   |
| Outgoing SMS - messages   | Per Message            | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     | \$0.02     |
| Outbound Email 100K - (Recurring)   | Per Month              | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   | \$170.00   |
| Outbound Email 1.5M- (Recurring)  | Per Month              | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 | \$1,062.50 |
| Direct Data Access - (Per Business Unit)  | Per Business Unit      | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   | \$850.00   |
| IP Sec  | Per site               | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    | \$63.75    |
| <b>2.6.9 VOIP Related Services</b>  |                        |            |            |            |            |            |            |            |            |            |            |
| Cancellation (cancellation of VoIP Service post-Order, prior to completion of Installation) | Per Location           | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   | \$800.00   |
| Setup 1 – 500 telephone numbers   | Per Location           | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Setup >500 telephone numbers  | Per Location           | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Premium Service - Enterprise Activity Charge  | Per Instance           | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Premium Service - Administrator Activity Charge   | Per Instance           | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Premium Service - User Charge   | Per Instance           | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Premium Service - Onsite Support  | Per Hour               | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Premium Service - Remote Support  | Per Hour               | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Service Change - Simple   | Per Event Per Location | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |
| Service Change - Complex  | Per Event Per Location | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     | \$0.00     |

END

Usage Rates (\$)

\$1.0200

| Resource Description                   |   | Metric     | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 |
|--|---|------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| SCI                                    |   |            |                 |                 |                 |                 |                 |                 |
| 2.8.1                                  | SCI Non-Committed Plan Usage                          | Per GB     | \$2.8500        | \$2.8500        | \$2.8500        | \$2.8500        | \$2.8500        | \$2.8500        |
| VCE                                    |   |            |                 |                 |                 |                 |                 |                 |
| 2.8.2                                  | <b>VCE International Long Distance Usage</b>          |            |                 |                 |                 |                 |                 |                 |
|  | International LD, Tier A                              | Per Minute | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        |
|  | International LD, Tier B                              | Per Minute | \$0.1000        | \$0.1000        | \$0.1000        | \$0.1000        | \$0.1000        | \$0.1000        |
|  | International LD, Tier C                              | Per Minute | \$0.2500        | \$0.2500        | \$0.2500        | \$0.2500        | \$0.2500        | \$0.2500        |
|  | International LD, Tier D                              | Per Minute | \$0.5000        | \$0.5000        | \$0.5000        | \$0.5000        | \$0.5000        | \$0.5000        |
| VCE                                    |   |            |                 |                 |                 |                 |                 |                 |
| Conferencing                           |   |            |                 |                 |                 |                 |                 |                 |
| 2.8.3                                  | <b>Audio Conference Usage</b>                         |            |                 |                 |                 |                 |                 |                 |
| <b>US Bridging Charges</b>             |   |            |                 |                 |                 |                 |                 |                 |
|  | Instant Mtg. Toll Meet Me                             | Per Minute | \$0.0095        | \$0.0095        | \$0.0095        | \$0.0095        | \$0.0095        | \$0.0095        |
|  | Instant Mtg. Meet Me - IP Access                      | Per Minute | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        |
|  | Instant Mtg. Toll Meet Me - Wireless Access Option    | Per Minute | \$0.0091        | \$0.0091        | \$0.0091        | \$0.0091        | \$0.0091        | \$0.0091        |
|  | Unattended Toll Meet Me                               | Per Minute | \$0.0085        | \$0.0085        | \$0.0085        | \$0.0085        | \$0.0085        | \$0.0085        |
|  | Standard Toll Meet Me                                 | Per Minute | \$0.0690        | \$0.0690        | \$0.0690        | \$0.0690        | \$0.0690        | \$0.0690        |
|  | Premier Toll Meet Me                                  | Per Minute | \$0.0900        | \$0.0900        | \$0.0900        | \$0.0900        | \$0.0900        | \$0.0900        |
|  | Instant Meeting IP Dial Out Access - requires VZ VOIP | Per Minute | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        | \$0.0086        |
|  | Instant Mtg. Toll Free Meet Me                        | Per Minute | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        |
|  | Instant Mtg. Dial Out                                 | Per Minute | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        |
|  | Instant Mtg. 8XX Meet Me - Wireless Access Option     | Per Minute | \$0.0154        | \$0.0154        | \$0.0154        | \$0.0154        | \$0.0154        | \$0.0154        |
|  | Unattended Toll Free Meet Me                          | Per Minute | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        | \$0.0146        |
|  | Standard Toll Free Meet Me                            | Per Minute | \$0.0780        | \$0.0780        | \$0.0780        | \$0.0780        | \$0.0780        | \$0.0780        |
|  | Standard Dial Out                                     | Per Minute | \$0.1485        | \$0.1485        | \$0.1485        | \$0.1485        | \$0.1485        | \$0.1485        |
|  | Premier Toll Free Meet Me                             | Per Minute | \$0.0960        | \$0.0960        | \$0.0960        | \$0.0960        | \$0.0960        | \$0.0960        |
|  | Premier Dial Out                                      | Per Minute | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        |
| <b>Canada Bridging Charges</b>         |   |            |                 |                 |                 |                 |                 |                 |
|  | Canada Instant Mtg. Toll Free Meet Me                 | Per Minute | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        |
|  | Canada Instant Mtg. Dial Out                          | Per Minute | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        |
|  | Canada Unattended Toll Free Meet Me                   | Per Minute | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        | \$0.0473        |
|  | Canada Standard Toll Free Meet Me                     | Per Minute | \$0.1530        | \$0.1530        | \$0.1530        | \$0.1530        | \$0.1530        | \$0.1530        |
|  | Canada Standard Dial Out                              | Per Minute | \$0.1665        | \$0.1665        | \$0.1665        | \$0.1665        | \$0.1665        | \$0.1665        |
|  | Canada Premier Toll Free Meet Me                      | Per Minute | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        | \$0.1980        |
|  | Canada Premier Dial Out                               | Per Minute | \$0.2160        | \$0.2160        | \$0.2160        | \$0.2160        | \$0.2160        | \$0.2160        |
| <b>Global Access Transport Charges</b> |   |            |                 |                 |                 |                 |                 |                 |
|  | Local Access Transport Zone A                         | Per Minute | \$0.0150        | \$0.0150        | \$0.0150        | \$0.0150        | \$0.0150        | \$0.0150        |
|  | Local Access Transport Zone C                         | Per Minute | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        | \$0.0600        |
|  | Local Access Transport Zone D                         | Per Minute | \$0.0700        | \$0.0700        | \$0.0700        | \$0.0700        | \$0.0700        | \$0.0700        |
|  | Local Access Transport Zone E                         | Per Minute | \$0.2250        | \$0.2250        | \$0.2250        | \$0.2250        | \$0.2250        | \$0.2250        |
|  | Local Access Transport Zone F                         | Per Minute | \$0.1500        | \$0.1500        | \$0.1500        | \$0.1500        | \$0.1500        | \$0.1500        |

| Renewal Option 1 |          |
|------------------|----------|
| Year 1           | Year 2   |
| \$2.8500         | \$2.8500 |
| \$0.0600         | \$0.0600 |
| \$0.1000         | \$0.1000 |
| \$0.2500         | \$0.2500 |
| \$0.5000         | \$0.5000 |

| Renewal Option 2 |          |
|------------------|----------|
| Year 1           | Year 2   |
| \$2.8500         | \$2.8500 |
| \$0.0600         | \$0.0600 |
| \$0.1000         | \$0.1000 |
| \$0.2500         | \$0.2500 |
| \$0.5000         | \$0.5000 |

|          |          |
|----------|----------|
| \$0.0095 | \$0.0095 |
| \$0.0086 | \$0.0086 |
| \$0.0091 | \$0.0091 |
| \$0.0085 | \$0.0085 |
| \$0.0690 | \$0.0690 |
| \$0.0900 | \$0.0900 |
| \$0.0086 | \$0.0086 |
| \$0.0146 | \$0.0146 |
| \$0.0146 | \$0.0146 |
| \$0.0154 | \$0.0154 |
| \$0.0146 | \$0.0146 |
| \$0.0780 | \$0.0780 |
| \$0.1485 | \$0.1485 |
| \$0.0960 | \$0.0960 |
| \$0.1980 | \$0.1980 |
| \$0.0473 | \$0.0473 |
| \$0.0473 | \$0.0473 |
| \$0.0473 | \$0.0473 |
| \$0.1530 | \$0.1530 |
| \$0.1665 | \$0.1665 |
| \$0.1980 | \$0.1980 |
| \$0.2160 | \$0.2160 |
| \$0.0150 | \$0.0150 |
| \$0.0600 | \$0.0600 |
| \$0.0700 | \$0.0700 |
| \$0.2250 | \$0.2250 |
| \$0.1500 | \$0.1500 |

|          |          |
|----------|----------|
| \$0.0095 | \$0.0095 |
| \$0.0086 | \$0.0086 |
| \$0.0091 | \$0.0091 |
| \$0.0085 | \$0.0085 |
| \$0.0690 | \$0.0690 |
| \$0.0900 | \$0.0900 |
| \$0.0086 | \$0.0086 |
| \$0.0146 | \$0.0146 |
| \$0.0146 | \$0.0146 |
| \$0.0154 | \$0.0154 |
| \$0.0146 | \$0.0146 |
| \$0.0780 | \$0.0780 |
| \$0.1485 | \$0.1485 |
| \$0.0960 | \$0.0960 |
| \$0.1980 | \$0.1980 |
| \$0.0473 | \$0.0473 |
| \$0.0473 | \$0.0473 |
| \$0.0473 | \$0.0473 |
| \$0.1530 | \$0.1530 |
| \$0.1665 | \$0.1665 |
| \$0.1980 | \$0.1980 |
| \$0.2160 | \$0.2160 |
| \$0.0150 | \$0.0150 |
| \$0.0600 | \$0.0600 |
| \$0.0700 | \$0.0700 |
| \$0.2250 | \$0.2250 |
| \$0.1500 | \$0.1500 |

|       |   |              |          |          |          |          |          |          |          |          |          |          |
|-------|---|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|       | Local Access Transport Zone G   | Per Minute   | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 | \$0.2500 |
|       | Freephone (IFN) Transport Zone A  | Per Minute   | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 | \$0.0700 |
|       | Freephone (IFN) Transport Zone C  | Per Minute   | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 | \$0.1200 |
|       | Freephone (IFN) Transport Zone D  | Per Minute   | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 | \$0.1400 |
|       | Freephone (IFN) Transport Zone E  | Per Minute   | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 | \$0.2800 |
|       | Freephone (IFN) Transport Zone F  | Per Minute   | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 |
|       | Freephone (IFN) Transport Zone G  | Per Minute   | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 | \$0.3200 |
|       | Note: Global access charge requires a bridging charge with the transport charge.            |              |          |          |          |          |          |          |          |          |          |          |
| 2.8.4 | <b>Audio Conference Options Usage</b>   |              |          |          |          |          |          |          |          |          |          |          |
|       | Cancellation Charge   | Per reserved | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
|       | Instant Replay Plus / Instant Meeting Replay  | Per Minute   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   | \$0.16   |
|       | Instant Replay Plus   | Per Set Up   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
|       | Overbooking (after first 50 bridge ports)   | Per Port     | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   | \$2.00   |
|       | Recorded Audio File Download  | Per download | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  |
|       | <b>Named User Usage</b>   |              |          |          |          |          |          |          |          |          |          |          |
|       | Named User Enterprise Edition Attendee Overage  | Per User     | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  |
|       | Message Storage Overage   | Per Gigabyte | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   |
|       | Enable Storage Overage  | Per Gigabyte | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   | \$3.05   |
|       | Meeting Center Conference Attendee Overage  | Per Attendee | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  |
|       | Training Center Attendee Overage  | Per Host     | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  |
|       | Support Center Capacity Overage   | Per Host     | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  |
|       | Event Center Attendee Overage   | Per Host     | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  | \$31.12  |
|       | <b>WebEx Enterprise Edition-Meeting Center, Training Center, Sport Center, Event Center</b> |              |          |          |          |          |          |          |          |          |          |          |
| 2.8.5 | Reserved Net Conference for WebEx Event Cen   | Per Minute   | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 | \$0.1100 |
| 2.8.6 | <b>Cloud Connected Audio Access Minutes Global</b>  |              |          |          |          |          |          |          |          |          |          |          |
|       | CCA Local Access Transport Zone A   | Per Minute   | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 | \$0.0122 |
|       | CCA Local Access Transport Zone C   | Per Minute   | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 | \$0.0591 |
|       | CCA Local Access Transport Zone D   | Per Minute   | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 |
|       | CCA Local Access Transport Zone E   | Per Minute   | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 | \$0.2216 |
|       | CCA Local Access Transport Zone F   | Per Minute   | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 | \$0.1477 |
|       | CCA Local Access Transport Zone G   | Per Minute   | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 | \$0.2462 |
|       | CCA Freephone (IFN) Transport Zone A  | Per Minute   | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 | \$0.0689 |
|       | CCA Freephone (IFN) Transport Zone C  | Per Minute   | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 | \$0.1182 |
|       | CCA Freephone (IFN) Transport Zone D  | Per Minute   | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 | \$0.1379 |
|       | CCA Freephone (IFN) Transport Zone E  | Per Minute   | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 | \$0.2757 |
|       | CCA Freephone (IFN) Transport Zone F  | Per Minute   | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 |
|       | CCA Freephone (IFN) Transport Zone G  | Per Minute   | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 | \$0.3151 |
|       | CCA Dial Out Access Zone A  | Per Minute   | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 | \$0.0623 |
|       | CCA Dial Out Access Zone C  | Per Minute   | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 |
|       | CCA Dial Out Access Zone D  | Per Minute   | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 | \$0.0845 |
|       | CCA Dial Out Access Zone E  | Per Minute   | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 | \$0.1913 |
|       | CCA Dial Out Access Zone F  | Per Minute   | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 | \$0.2314 |
|       | CCA Dial Out Access Zone G  | Per Minute   | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 | \$0.3916 |
|       | CCA Dial Out Access Zone H  | Per Minute   | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 | \$0.4450 |
|       | CCA Dial Out Access Zone I  | Per Minute   | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 | \$0.5873 |
|       | CCA Dial Out Access Zone J  | Per Minute   | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 | \$0.8009 |
|       | CCA Dial Out Access Zone K  | Per Minute   | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 | \$0.9967 |
|       | CCA Dial Out Access Zone L  | Per Minute   | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 | \$2.4739 |
| 2.8.7 | <b>Net Conferencing Integrated Audio CCA</b>  |              |          |          |          |          |          |          |          |          |          |          |
|       | CCA IP Meet Me/ IP Dial Out   | Per Minute   | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 |
|       | CCADial Out   | Per Minute   | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 |

|                       |            |          |          |          |          |          |          |
|-----------------------|------------|----------|----------|----------|----------|----------|----------|
| CCA Inbound Toll      | Per Minute | \$0.0096 | \$0.0096 | \$0.0096 | \$0.0096 | \$0.0096 | \$0.0096 |
| CCA Inbound Toll Free | Per Minute | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 | \$0.0127 |
| CCA Overage           | Per Port   | \$45.60  | \$45.60  | \$45.60  | \$45.60  | \$45.60  | \$45.60  |

|          |          |
|----------|----------|
| \$0.0096 | \$0.0096 |
| \$0.0127 | \$0.0127 |
| \$45.60  | \$45.60  |

|          |          |
|----------|----------|
| \$0.0096 | \$0.0096 |
| \$0.0127 | \$0.0127 |
| \$45.60  | \$45.60  |

2.8.7

|                   |         |         |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|---------|---------|
| <b>VOIP</b>       |         |         |         |         |         |         |         |
| <b>VoIP Usage</b> |         |         |         |         |         |         |         |
| Best+ CCL Overage | Per CCL | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 |

|         |         |
|---------|---------|
| \$42.00 | \$42.00 |
|---------|---------|

|         |         |
|---------|---------|
| \$42.00 | \$42.00 |
|---------|---------|

2.8.8

|  |            |          |          |          |          |          |          |
|--|------------|----------|----------|----------|----------|----------|----------|
| <b>IP Contact Center Usage</b>   |            |          |          |          |          |          |          |
| IP Toll Free Services  | Per Minute | \$0.0140 | \$0.0140 | \$0.0140 | \$0.0140 | \$0.0140 | \$0.0140 |
| Local Origination Access Charges, Switched Termination, Without IP IVR       | Per Minute | \$0.0241 | \$0.0241 | \$0.0241 | \$0.0241 | \$0.0241 | \$0.0241 |
| Local Origination Access Charges, Switched Termination, With IP IVR          | Per Minute | \$0.0170 | \$0.0170 | \$0.0170 | \$0.0170 | \$0.0170 | \$0.0170 |
| Local Origination Access Charges, Dedicate/Local Termination, Without IP IVR | Per Minute | \$0.0142 | \$0.0142 | \$0.0142 | \$0.0142 | \$0.0142 | \$0.0142 |
| Local Origination Access Charges, Dedicate/Local Termination, With IP IVR    | Per Minute | \$0.0100 | \$0.0100 | \$0.0100 | \$0.0100 | \$0.0100 | \$0.0100 |
| Local Origination Access Charges, IP Termination, Without IP IVR             | Per Minute | \$0.0117 | \$0.0117 | \$0.0117 | \$0.0117 | \$0.0117 | \$0.0117 |
| Local Origination Access Charges, IP Termination, With IP IVR                | Per Minute | \$0.0070 | \$0.0070 | \$0.0070 | \$0.0070 | \$0.0070 | \$0.0070 |

|          |          |
|----------|----------|
| \$0.0140 | \$0.0140 |
| \$0.0241 | \$0.0241 |
| \$0.0170 | \$0.0170 |
| \$0.0142 | \$0.0142 |
| \$0.0100 | \$0.0100 |
| \$0.0117 | \$0.0117 |
| \$0.0070 | \$0.0070 |

|          |          |
|----------|----------|
| \$0.0140 | \$0.0140 |
| \$0.0241 | \$0.0241 |
| \$0.0170 | \$0.0170 |
| \$0.0142 | \$0.0142 |
| \$0.0100 | \$0.0100 |
| \$0.0117 | \$0.0117 |
| \$0.0070 | \$0.0070 |

END



Virginia Information Technologies Agency



**Exhibit 4.2**  
**Resource Unit Definitions**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|        |   |    |
|--------|---|----|
| 1.0    | Introduction .....                                    | 5  |
| 2.0    | Voice & Data Network Resource Unit Definitions .....  | 5  |
| 2.1    | Cross Functional Services .....                       | 5  |
| 2.1.1  | Program Management Office .....                       | 6  |
| 2.1.2  | Cross Functional Integration .....                    | 7  |
| 2.1.3  | Engineering Services .....                            | 8  |
| 2.2    | CPE Charges.....                                      | 8  |
| 2.2.1  | Customer Premises Equipment (CPE) Use .....           | 9  |
| 2.3    | Transport Services.....                               | 16 |
| 2.3.1  | Private IP (PIP) Port Installation .....              | 17 |
| 2.3.2  | Private IP (PIP) Port.....                            | 18 |
| 2.3.3  | Gold Committed Access Rate (CAR).....                 | 20 |
| 2.3.4  | Internet Port Installation.....                       | 21 |
| 2.3.5  | Internet Port.....                                    | 23 |
| 2.3.6  | Secure Cloud Interconnect (SCI) .....                 | 25 |
| 2.3.7  | Access - Time Division Multiplexed (TDM) Option ..... | 27 |
| 2.3.8  | Access - Ethernet Option .....                        | 28 |
| 2.3.9  | SONET Set-Up.....                                     | 29 |
| 2.3.10 | SONET Node .....                                      | 30 |
| 2.3.11 | SONET Mileage.....                                    | 31 |
| 2.3.12 | SONET Ports .....                                     | 32 |
| 2.4    | Data Networking Services .....                        | 34 |
| 2.4.1  | Managed WAN Activation.....                           | 35 |
| 2.4.2  | Managed WAN .....                                     | 36 |
| 2.4.3  | Managed LAN Activation .....                          | 37 |
| 2.4.4  | Managed LAN .....                                     | 38 |
| 2.4.5  | Managed WLAN Activation .....                         | 39 |
| 2.4.6  | Managed WLAN .....                                    | 40 |
| 2.4.7  | Managed Wireless Access Point (WAP) .....             | 41 |
| 2.4.8  | Distributed Denial of Service (DDOS) Shield .....     | 42 |

---

|        |   |     |
|--------|---|-----|
| 2.4.9  | Secure Gateway Activation .....                     | 43  |
| 2.4.10 | Secure Gateway Universal Port.....                  | 44  |
| 2.4.11 | Secure Gateway Remote Office .....                  | 45  |
| 2.5    | Voice Networking Services.....                      | 45  |
| 2.5.1  | UCCaaS Solution Set-Up .....                        | 46  |
| 2.5.2  | UCCaaS Seat .....                                   | 47  |
| 2.5.3  | VCE Site Activation .....                           | 49  |
| 2.5.4  | VCE Stations and Trunks .....                       | 50  |
| 2.5.5  | VCE Features .....                                  | 52  |
| 2.5.6  | Audio Conferencing Subscription Services .....      | 56  |
| 2.5.7  | Net Conferencing Integrated Audio CCA .....         | 59  |
| 2.5.8  | VoIP Set-up.....                                    | 60  |
| 2.5.9  | VoIP Concurrent Call Path (CCP) .....               | 62  |
| 2.5.10 | VoIP Features .....                                 | 64  |
| 2.5.11 | PSTN Services .....                                 | 66  |
| 2.5.12 | Virtual Contact Center (VCC) Set-Up.....            | 67  |
| 2.5.13 | Virtual Contact Center (VCC) Unique User.....       | 68  |
| 2.5.14 | VCC Features .....                                  | 69  |
| 2.5.15 | IP Contact Center (IPCC).....                       | 72  |
| 2.6    | Discretionary Items .....                           | 72  |
| 2.6.1  | Miscellaneous Services .....                        | 73  |
| 2.6.2  | Managed WAN Optional Change Management (OCM).....   | 77  |
| 2.6.3  | Managed LAN Optional Change Management (OCM).....   | 79  |
| 2.6.4  | Managed WLAN Optional Change Management (OCM) ..... | 81  |
| 2.6.5  | Secure Gateway Related Services .....               | 83  |
| 2.6.6  | Phone Accessories.....                              | 85  |
| 2.6.7  | VCC Related Services.....                           | 87  |
| 2.6.8  | VCC Advanced Features .....                         | 96  |
| 2.6.9  | VoIP Related Services.....                          | 103 |
| 2.7    | Optional Services .....                             | 104 |
| 2.7.1  | DDI Changes .....                                   | 105 |

---

2.7.2 DDI Management ..... 106

2.7.3 IOS (DWDM) ..... 107

2.7.4 10G Replication Circuit..... 108

2.8 Usage Rates..... 108

2.8.1 SCI Non-Committed Plan Usage..... 109

2.8.2 VCE International Long Distance Usage ..... 110

2.8.3 Audio Conference Usage..... 116

2.8.4 Audio Conference Option Usage..... 122

2.8.5 Reserved Net Conference for WebEx Event Center..... 125

2.8.6 Net Conferencing Integrated Audio CCA ..... 126

2.8.7 Cloud Connected Audio Access Minutes Global ..... 129

2.8.8 Best+ CCL Overage ..... 131

2.8.9 IP Contact Center Usage ..... 132

## 1.0 Introduction

This **Exhibit 4.2 (Resource Unit Definitions)**, part of **Exhibit 4 (Pricing and Financial Provisions)**, sets forth the definitions for the Resource Units identified throughout **Exhibit 4 (Pricing and Financial Provisions)**. VITA and the Customers acknowledge some Services require the purchase of multiple RUs.

## 2.0 Voice & Data Network Resource Unit Definitions

### 2.1 Cross Functional Services

**2.1.1 Program Management Office**

- **“Program Management Office”** will be a Resource Unit.
- **Unit of measurement:** Monthly fixed charge for Supplier’s Program Management Office function.
- **Resource Unit Definition:** Function performed by the Supplier team that is ultimately accountable to VITA and the Customers for Supplier’s delivery of the Services under this Agreement, including for performing the Program Management and Service Strategy functions set forth in Exhibit 2.3.2.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes. Also includes project management of in-flight projects or successor projects.

### 2.1.2 Cross Functional Integration

- **“Cross Functional Integration”** will be a Resource Unit.
- **Unit of measurement:** Monthly fixed charge for Supplier’s Cross Functional Integration Services
- **Resource Unit Definition:** Service Design and Service Operations functions including delivery and support of systems and process integration with the MSI as such functions are incremental to Supplier’s standard MWAN, MLAN, and MWLAN Resource Units.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: No. Excludes any licensing costs for Supplier’s use of systems mandated by VITA, Customer or MSI, for example, Supplier’s use of the MSI-provided ITSM Environment.
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.1.3 Engineering Services

- **“Engineering Services”** will be a Resource Unit.
- **Unit of measurement:** Monthly fixed charge for Supplier’s Engineering Services
- **Resource Unit Definition:** The Engineering Services under this Agreement, including Service Transition and Continual Service Improvement functions set forth in Exhibit 2.3.2, the project engineering requirements of the in-flight projects and accountability for the end-to-end architecture and engineering of the VDN Services.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

## 2.2 CPE Charges



**2.2.1 Customer Premises Equipment (CPE) Use**

- **“CPE Use”** will be a Resource Unit.
- **Unit of measurement:** Monthly charge per Device, with its associated Hardware and Software bill of materials.
- **Resource Unit Definition:** Use of Equipment asset, comprising Hardware and/or Software, provided for Customer use at a Customer Site, charged as an operational expense, including asset service charge, Supplier Maintenance, and periodic refresh of the asset in accordance with the Refresh plan. This resource unit definition includes the line items in the table below:

| Resource Unit                    | Description  | Related Line Items          |
|----------------------------------|--|-----------------------------|
| <b>Managed WAN CPE</b>           |  |                             |
| Router – 1 WAN, Ethernet         | Router equipped with 1x10/100Mb WAN ports. Single Power Supply. Secure Gateway Compatible. Analog OOB.         | Managed WAN: X-Small Router |
| Router - 2 WAN, 1xT1             | Router equipped with 2x1Gb and 1xT1 WAN ports. Single Power Supply. Secure Gateway Compatible. Analog OOB.     | Managed WAN: Small Router   |
| Router - 2 WAN, 2xT1             | Router equipped with 2x1Gb and 2xT1 WAN ports. Single Power Supply. Secure Gateway Compatible. Analog OOB.     | Managed WAN: Small Router   |
| Router - 2 WAN, 4xT1             | Router equipped with 2x1Gb and 4xT1 WAN ports. Single Power Supply. Secure Gateway Compatible. Analog OOB.     | Managed WAN: Small Router   |
| Router - 3 WAN, 1xDS3            | Router equipped with 3x1Gb Ethernet and 1xDS3 WAN ports. Single Power Supply. IPSEC/Secure Gateway compatible. | Managed WAN: Small Router   |
| Router - 2 WAN, 1xT1, IPSEC, LTE | Router equipped with 2x1Gb and 1xT1 WAN ports. Single Power Supply. IPSEC/Secure Gateway compatible.           | Managed WAN: Small Router   |
| Router - 2 WAN, 2xT1, IPSEC, LTE | Router equipped with 2x1Gb and 2xT1 WAN ports. Single Power Supply. IPSEC/Secure Gateway compatible.           | Managed WAN: Small Router   |
| Router - 2 WAN, 4xT1, IPSEC, LTE | Router equipped with 2x1Gb and 4xT1 WAN ports. Single Power Supply. IPSEC/Secure                               | Managed WAN: Small Router   |

| Resource Unit                             | Description  | Related Line Items             |
|---|--|--------------------------------|
|   | Gateway compatible.  |                                |
| Router - 3 WAN, 1xDS3, IPSEC, LTE         | Router equipped with 3x1Gb Ethernet and 1xDS3 WAN ports. Single Power Supply. IPSEC/Secure Gateway compatible.           | Managed WAN:<br>Small Router   |
| Router - 2 WAN, Ethernet Only             | Router equipped with 2x1Gb WAN ports. Single Power Supply. Secure Gateway Compatible. Analog OOB.                        | Managed WAN:<br>Small Router   |
| Router - 2 WAN, Ethernet Only, IPSEC, LTE | Router equipped with 2x1Gb WAN ports. Single Power Supply. IPSEC/Secure Gateway compatible. Single Power Supply.         | Managed WAN:<br>Small Router   |
|   |  | Managed WAN:<br>Medium Router  |
| Router - Core Data Center                 | Router equipped with 1-Port Channelized OC-3/STM-1 network interface and 6x10 Gigabit lineside ports. Dual Power Supply. | Managed WAN:<br>Large Router   |
| <b>Managed LAN CPE</b>                    |  |                                |
| Switch - 8 Port (PoE)                     | Switch equipped with 8x10/100Mb PoE ports and dual uplinks. Single Power supply rated at 124W for PoE.                   | Managed LAN:<br>X-Small Switch |
| Switch - 24 Port (PoE+)                   | Switch equipped with 24x1Gb PoE ports and dual uplinks. Single Power supply rated at 370W for PoE.                       | Managed LAN:<br>Small Switch   |
| Switch - 48 Port (PoE+)                   | Switch equipped with 48x1Gb PoE ports and dual uplinks. Single Power supply rated at 740W for PoE.                       | Managed LAN:<br>Medium Switch  |
| Switch - 24 Port (PoE+)                   | Switch equipped with 24x1Gb PoE ports and dual uplinks. Single Power Supply rated at 445W for PoE.                       | Managed LAN:<br>Small Switch   |
| Switch - 48 Port (PoE+)                   | Switch equipped with 48x1Gb PoE ports and dual uplinks. Single Power Supply rated at 437W for PoE.                       | Managed LAN:<br>Medium Switch  |
| Switch Aggregation - 48 Port              | Switch equipped with 48x10Gb ports and dual uplinks. Single Power Supply.  | Managed LAN:<br>Large Switch   |

| Resource Unit   | Description   | Related Line Items           |
|---|---|------------------------------|
| Switch Core - 192 Port  | Switch equipped with 192x10Gb ports and dual uplinks. Single Power Supply   | Managed LAN:<br>Large Switch |
| Enterprise Data Center Load Balancer - Medium                           | Throughput: Supports up to 125,000 connections (layer 4) per second, 3 Gbps Hardware compression, 10 Gbps Layer 4 throughput and 350,000 Layer 7 requests per second.<br><br>Capacity: Supports up to 14M Concurrent Layer 4 connections and up to 600,000 HTTP (Layer 4) requests per second.<br><br>Interfaces include 4x SFP (mini-GBIC), 4xSFP+, 2x Type A, 1xUSB | Managed LAN:<br>Large Switch |
| <b>Managed Wireless LAN CPE</b>   |   |                              |
| Wifi Access Point Dual 2x2:2 Radio Integrated Antenna                   | 802.11n/ac Dual 2x2:2 Radio Integrated Antenna AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5-GHz 802.11ac and 2.4-GHz 802.11n 2x2:2; PoE compatible (802.3af 12.w max)   | Managed WLAN:<br>Managed WAP |
| Wifi Access Point Dual 3x3:3 Radio Integrated Omni Antenna Outdoor      | 802.11n/ac Dual 3x3:3 Radio Integrated Omni Antenna Outdoor AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Outdoor, dual radio, 5-GHz 802.11ac and 2.4-GHz 802.11n; PoE compatible (802.3af)  | Managed WLAN:<br>Managed WAP |
| Wifi Access Point Dual 2x2:2/4x4:4 MU-MIMO Radio Integrated Antenna     | 802.11n/ac Dual 2x2:2/4x4:4 MU-MIMO Radio Integrated Antenna AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5 GHz 802.11ac 4x4 MIMO and 2.4 GHz 802.11n 2x2 MIMO; PoE compatible (802.3af 13.6w max)  | Managed WLAN:<br>Managed WAP |
| Wifi Access Point Dual 4x4:4 MU-MIMO Radio Integrated Antenna 2.5+1 GbE | 802.11n/ac Dual 4x4:4 MU-MIMO Radio Integrated Antenna 2.5+1 GbE AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5GHz 802.11ac 4x4 MIMO and 2.4 GHz 802.11n 4x4 MIMO; PoE compatible (802.3af 13.2w max)   | Managed WLAN:<br>Managed WAP |

| Resource Unit   | Description  | Related Line Items                               |
|---|--|--|
| Wifi Access Point Dual 2x2:2/3x3:3 MU-MIMO Radio Integrated Antenna | 802.11n/ac Dual 2x2:2/3x3:3 MU-MIMO Radio Integrated Antenna AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5GHz 802.11ac 3x3 MIMO and 2.4GHz 802.11n 2x2 MIMO; PoE compatible (802.3af 13w max) | Managed WLAN:<br>Managed WAP                     |
| Wifi Access Point Dual 2x2:2 Radio Integrated Omni Antenna Outdoor  | 802.11n/ac Dual 2x2:2 Radio Integrated Omni Antenna Outdoor AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: outdoor, dual radio, 5 GHz 802.11ac and 2.4 GHz 802.11n; PoE compatible (802.3af)"                        | Managed WLAN:<br>Managed WAP                     |
| Wifi Access Point Dual 4x4:4 MU-MIMO Radio Integrated Antenna       | 802.11n/ac Dual 4x4:4 MU-MIMO Radio Integrated Antenna AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5 GHz 802.11ac and 2.4 GHz 802.11n 4x4 MIMO.; PoE compatible (802.3af 13.5w max)           | Managed WLAN:<br>Managed WAP                     |
| Wifi Access Point Dual 2x2:2 Radio Integrated Antenna               | 802.11n/ac 2x2:2 Dual Radio Integrated Antenna AP; Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio; AP type: Indoor, dual radio, 5GHz 802.11ac 2x2 MIMO and 2.4GHz 802.11n 2x2 MIMO; PoE compatible (802.3af 12.3w max)             | Managed WLAN:<br>Managed WAP                     |
| Wifi Controller 16  | 4-port 10/100/1000BASE-T 16 AP and 1K Client Controller; Power Consumption - 16w; No PoE; Max AP Licenses = 16; Max Devices - 1,024; Active Firewall Sessions - 16,384; Encrypted Throughput=1.2Gb   | Managed WLAN:<br>Small Wireless LAN Controllers  |
| Wifi Controller 64  | 8port Dual Pers 10/100/1000BASE-T/1GBASE-X SFP 64 AP and 4K Clients Controller; Power Consumption - 55w; No PoE; Max AP Licenses = 64; Max Devices - 4,096; Active Firewall Sessions - 65,536; Encrypted Throughput=2.4Gb  | Managed WLAN:<br>Medium Wireless LAN Controllers |
| Wifi Controller 256   | 2-port 10GBASE-X (SFP+) Controller; Power Consumption - 75.2w; ; Max AP Licenses = 256; Max Devices - 8,193; Active Firewall Sessions - 1,000,000; Wired Throughput=12Gb   | Managed WLAN:<br>Large Wireless LAN Controllers  |

| Resource Unit                     | Description   | Related Line Items             |
|-----------------------------------|---|--------------------------------|
| <b>UCCaaS CPE</b>                 |   |                                |
| Phone - UCCaaS single line        | Single line IP phone for occasional-to-light communications needs, such as in lobbies, cafeterias, and conference centers. Integrated 10/100 switch, POE capable and speaker phone. | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS 2 line             | Two line IP phone for information workers and managers who have occasional-to-light voice communications requirements. Integrated 10/100 switch, POE capable and speaker phone      | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS 4 line             | Four line IP phone for moderately active voice communications needs of workers, administrative staff, and managers.. Integrated 10/100/1000 switch, POE capable and speaker phone   | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS 16 line            | Sixteen line IP phone for moderately active voice communications needs of administrative assistants, and managers.. Integrated 10/100 switch, POE capable and speaker phone         | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS Conference Phone   | Single line IP conference phone. POE capable  | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS 5 line, GigE       | Five line IP phone with HD Video. Integrated 10/100/1000 switch, POE capable and speaker phone  | UCC/HCS Package G0, G1, G2, G3 |
| Phone - UCCaaS 5 line, GigE, Wifi | Five line IP phone with HD Video. Integrated 10/100/1000 switch, 802.11 Wi-Fi compatible, POE capable and speaker phone   | UCC/HCS Package G0, G1, G2, G3 |
| Voice Gateway 24 Port             | 24 port analog station to IP telephony gateway. Allows for the use of analog stations, paging systems, alarms, etc with an IP telephony phone system.                               | UCCaaS Service                 |
| Voice Gateway 48 Port             | 48 port analog station to IP telephony gateway. Allows for the use of analog stations, paging systems, alarms, etc with an IP telephony phone system.                               | UCCaaS Service                 |
| Voice Gateway 160 Port            | 160 port analog station to IP telephony gateway. Allows for the use of analog stations, paging systems, alarms, etc with an IP telephony phone                                      | UCCaaS Service                 |

| Resource Unit                           | Description  | Related Line Items |
|---|--|--------------------|
|   | system.  |                    |
| <b>VCE CPE</b>                          |  |                    |
| Conference Phone                        | VOIP conference phone; HD voice with 12 foot microphone range; 2 external Mic ports with optional AC Adapter   | VCE Service        |
| Conference Phone Mics                   | MICS to extend the IP6000 conference phone range up to 22 Ft.  | VCE Service        |
| Phone –<br>VCE 2 line                   | Two-line IP phone with HD sound quality and 2 Ethernet ports; w or w/out POE   | VCE Seats          |
| Phone –<br>VCE 6 line                   | 6 line IP phone with dual port 10/100 Mb;s Ethernet Switch; Includes AC adapter.   | VCE Seats          |
| Phone –<br>VCE 6 line w/GigE Interface  | 6-line SIP business media phone with 2 Gigabit ports; 208 x 104 pixel backlit graphical LCD display - HD Voice up to 7 kHz on all audio paths (speaker, handset, headset); 2 Gigabit Ethernet ports ; Includes AC adapter.   | VCE Seats          |
| Phone –<br>VCE 12 line                  | 12 line Operation; HD Voice up to 7KHz, SIP Voice Over Internet Protocol (VoIP) Dual-Port 10/100 Ethernet, 4-Way Navigation Cluster with Center selectkey; 3.5-inch TFT Color LCD Display (320x240); 802.3af Power Over Ethernet; Includes AC adapter.   | VCE Seats          |
| Phone –<br>VCE 12 line w/GigE Interface | 12-line business media SIP phone with 2 Gigabit ports; Acoustic Clarity provides full-duplex conversations, acoustic echo cancellation, and background noise suppression - Headset: dedicated RJ9 port with electronic hook switch capability; 1 USB port for media and storage applications - Shared call/bridged line appearance - Call transfer, hold, forward, pickup - 3-way audio conferencing - 2 Gigabit Ethernet ports'; Includes AC adapter. | VCE Seats          |
| Phone –<br>VCE 12 line w/Video Port     | 12 line IP phone with HD Voice: 3.5" touchscreen display; Video capable (optional USB camera not included); supports SIP protocol and enables twelve SIP accounts. Up to three   | VCE Seats          |

| Resource Unit                              | Description   | Related Line Items           |
|--|---|------------------------------|
|  | expansion modules can be added. Dual Gigabit Ethernet ports, (802.3at Class 4 PoE); Includes AC adapter.  |                              |
| Phone –<br>VCE 16 line<br>w/Video Port     | 16 line IP phone, with a 4.3" 480 x 272 pixel touchscreen display; video capable (optional USB camera not included); Bluetooth compatible; full-duplex speakerphone; supports up to three optional expansion modules; Dual gigabit ethernet ports; Includes AC adapter.   | VCE Seats                    |
| Conference Phone                           | Conference Phone with support for G.722 wideband codec, Acoustic Clarity Technology 2, and systems design optimized for HD Voice; Single line with 4 Call Queue (Hold/Resume up to 4 calls ); Contact Directory (on phone); Received, Missed, Placed Call Logs (on phone); 10 feet of microphone pickup which can be expanded with optional extension microphones; Full duplex, echo cancellation and noise reduction, QoS support, dynamic jitter buffer, and packet loss concealment algorithms for natural two-way conversations; Three-microphone design for 360-degree room coverage; Integrated IEEE 802.3af Power over Ethernet (POE) support; 248 x 68 pixel backlit graphical LCD. | VCE Seats                    |
| Attendant<br>Expansion Module              | Backlit Expansion Module for telephone attendants; Power supplied by the base station; Backlit 160x320 pixel graphical grayscale LCD ; 14 illuminated keys configurable as a line appearance or a speed dial with busy lamp field (BLF) ;Hot swappable – can be added to or removed from an idle host phone at any time ; No extra cables or power supplies are required ; Plug-and-play – requires no set-up as power and signaling are provided by the host phone; User-friendly call visualization; Includes 5 shared call appearance licenses   | VCE Seats                    |
| 8 port Analog<br>Terminal Adapter<br>(ATA) | For use with VCE; 8 port IP telephony Gateway. Connect up to 8 analog devices; QOS and standards based codecs supported   | VCE Service                  |
| 2 port ATA                                 | 2 port IP telephony Gateway. Connect up to 2 analog devices; QOS and standards based codecs   | Key System Package<br>4 line |

| Resource Unit                        | Description   | Related Line Items            |
|--------------------------------------|---|-------------------------------|
|                                      | supported   |                               |
| 2 port Analog Terminal Adapter (ATA) | 2 port IP telephony Gateway. Connect up to 2 analog devices; QOS and standards based codecs supported | Key System Package<br>8 line  |
| 8 port ATA                           | 4 port IP telephony Gateway. Connect up to 4 analog devices; QOS and standards based codecs supported | Key System Package<br>12 line |
| 24 port ATA                          | 8 port IP telephony Gateway. Connect up to 8 analog devices; QOS and standards based codecs supported | Auto Attendant                |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period Measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.3 Transport Services



### 2.3.1 Private IP (PIP) Port Installation

- **“PIP Port Installation”** will be a Resource Unit.
- **Unit of measurement:** Per Port, based on the throughput speed of the PIP Port (for example, 1.5Mbps, 10Mbps).
- **Resource Unit Definition:** Installation of PIP Port. This item is priced at \$0.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

### 2.3.2 Private IP (PIP) Port

- **“PIP Port”** will be a Resource Unit.
- **Unit of measurement:** Per PIP Port, based on the throughput speed of the PIP Port (for example, 1.5Mbps, 10Mbps).
- **Resource Unit Definition:** PIP Port, when used in conjunction with a suitable access transport service, provides a private data path over Supplier’s network, in order to allow data communications with a PIP Port serving another site. Ports can be ordered in the following configurations:
  - DS1: 64 Kbps - 1.536 Mbps
  - 2xDS1, 3xDS1, 4xDS1
  - DS3: 8 Mbps - 44.736 Mbps
  - OC-3: 50 Mbps - 155.52 Mbps
  - OC-12: 200 Mbps - 622.08 Mbps
  - Ethernet: 1 Mbps - 1000 Mbps
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

### 2.3.3 Gold Committed Access Rate (CAR)

- **“Gold CAR”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit, based on the throughput speed of the Gold CAR (for example, 0.5Mbps, 9Mbps).
- **Resource Unit Definition:** Reservation of PIP bandwidth for Extended Forwarding (EF) Class Customer data traffic, most commonly used to enable prioritization of data packets for traffic highly sensitive to jitter or latency, such as voice service.
  - Gold CAR pricing is offered in a range of speeds from 0 to 900,000 Mbps
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

**2.3.4 Internet Port Installation**

- **“Internet Port Installation”** will be a Resource Unit.
- **Unit of measurement:** Per Port.
- **Resource Unit Definition:** Installation of Internet Port. . This item is priced at \$0

| Speed  | Category                                     | Description   |
|--|--|---|
| 1x-4x DS1, DS3, OC3, OC12, OC48<br><br>The full speed of the provisioned port is made available.           | TDM Delivered Internet Ports (Full Port)     | A TDM delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet. The full speed of the provisioned port is made available. |
| The bandwidth delivered across the port is restricted to the Tiered size ordered ranging from 3 Mb to 45Mb | TDM Delivered Internet Port (Fractional DS3) | A TDM DS3 delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet.   |
| 10-1000 Mbps   | Ethernet Delivered Internet Port             | An Ethernet delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet.   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.

- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.3.5 Internet Port

- **“Internet Port”** will be a Resource Unit.
- **Unit of measurement:** Per Port, based on the throughput speed of the Internet Port (for example, 1.5Mbps, 10Mbps) as listed in Exh. 4.1.
- **Resource Unit Definition:** Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet.

| Speed  | Category                                     | Description   |
|--|--|---|
| 1x-4x DS1, DS3, OC3, OC12, OC48<br>The full speed of the provisioned port is made available. | TDM Delivered Internet Ports (Full Port)     | A TDM delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet. The full speed of the provisioned port is made available. |
| Speeds ranging from 3 Mb to 45Mb   | TDM Delivered Internet Port (Fractional DS3) | A TDM DS3 delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet.   |
| 10-1000 Mbps   | Ethernet Delivered Internet Port             | An Ethernet delivered Internet Port, when used in conjunction with a suitable access transport service, provides a data path for ingress and egress to the Public Internet.   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.

- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes



### 2.3.6 Secure Cloud Interconnect (SCI)

- **“SCI”** will be a Resource Unit.
- **Unit of measurement:** Per 1000 GB in reference to a logical connection to a third party cloud service provider platform, priced based on the aggregate volume of Customer data transmitted between the PIP network and the cloud platform during the measurement period, in accordance with either a volume tier (for example, 10,000 or 250,000 GB) or unlimited volume.
- **Resource Unit Definition:** SCI provides a dual-redundant, private, logical connection between Customer’s PIP network and a third party cloud service provider platform, enabling Customer data to be transmitted to and from the cloud service without traversing the public Internet. SCI is offered in one of the following ways:

| Option                  | Size                          | Description   |
|-------------------------|-------------------------------|---|
| Uncommitted Plan per GB | Per GB                        | With the Non-Aggregated/Non-Committed Usage Plan, the amount for bandwidth transmitted is measured on a monthly basis. The Customer will pay per Gigabyte of data transferred for the month   |
| Non Aggregated Plan     | from 1,000 GB to 1,000,000 GB | With the Non-Aggregated/Committed billing options for SCI the Customer selects a planned usage tier and the amount for bandwidth transmitted is measured on a monthly basis. Usage over the committed data plan chosen is billed at the overage rate per GB.  |
| Aggregated Plan         | from 1,000 GB to 1,000,000 GB | The Aggregated/Committed is the third of three billing options for SCI. This billing provides pooled committed data plan basis across multiple Cloud Service Provider Partners. With this plan the Customer selects a planned usage tier and the amount for bandwidth transmitted is measured on a monthly basis. Usage over the committed data plan chosen is billed at the overage rate per GB. |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**

- All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.3.7 Access - Time Division Multiplexed (TDM) Option

- **“Access – Time Division Multiplexed (TDM) Option”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit, priced based on the throughput speed of the Access Circuit (for example, 1.5Mbps also known as “DS1”, or 45Mbps also known as “DS3”), and the specific street address of the Customer Site.
- **Resource Unit Definition:** TDM Access provides a time-division-multiplexed data path between a specific VITA or Customer Site and an associated PIP Port or Internet Port.
  - TDM Access is offered at either DS1 or DS3 speeds
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.3.8 Access - Ethernet Option

- **“Access - Ethernet Option”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit, priced based on the throughput speed of the Access Circuit (for example, 10Mbps or 100Mbps), and the specific location of the VITA or Customer Site.
- **Resource Unit Definition:** Ethernet Access provides an Ethernet technology data path between a specific Customer Site and an associated PIP Port or Internet Port.
  - Ethernet Access is offered in a range of speeds from 2-1,000 Mbps
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement.
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes.
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.3.9 SONET Set-Up

- **“SONET Set-Up”** will be a Resource Unit. . This item is priced at \$0
- **Unit of measurement:** Per Port or Per Node.
- **Resource Unit Definition:** Non-recurring charge for SONET features implementation or change *including the following:*

| Resource Unit    | Unit of Measure | Description  |
|------------------|-----------------|--|
| SONET Port Setup | Per Port        | Initial nonrecurring fee for installation of a new SONET port if purchased on a Month to Month term.                   |
| SONET Set-Up     | Per Node        | Initial nonrecurring fee for installation of a new SONET node, or physical reconfiguration of existing nodes or fiber. |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.3.10 SONET Node

- **“SONET Node”** will be a Resource Unit.
- **Unit of measurement:** Per Node on a SONET fiber ring, based on total throughput speed (for example, OC48 or OC192) as listed in Exh. 4.1.
- **Resource Unit Definition:** Use of Supplier fiber node Equipment which establishes interconnection to a SONET fiber ring. Options include OC48 or OC192 capacity
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.3.11 SONET Mileage

- **“SONET Mileage”** will be a Resource Unit.
- **Unit of measurement:** Per Mile of SONET fiber ring between one or more SONET Nodes, charged based on total throughput speed (for example, OC48 or OC192) and measured in ‘Airline Miles’ between nodes.
- **Resource Unit Definition:** Provides SONET fiber optic transport technology between nodes at multiple Customer sites, for use as an Access technology between Supplier’s PIP or Internet Ports and Customer’s Sites. Offered for either OC48 or OC192 Nodes.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.3.12 SONET Ports

- **“SONET Port”** will be a Resource Unit.
- **Unit of measurement:** Per Port or Per Circuit as identified below and in Exh. 4.1
- **Resource Unit Definition:** Use of Supplier-provided interface equipment installed in a SONET Node to provide Access transport over SONET ring technology between Supplier network and Customer Site. Two SONET Ports (one at ingress and one at egress) are required for each Access path traversing the SONET ring from Customer Site to Supplier network and charges are based on data throughput speed which range from DS1-1 Gbps.

| Resource Unit | Unit of Measure | Description  |
|---------------|-----------------|--|
| DS1 Port      | Per Port        | A line card to be placed into a SONET OC48 or OC192 to provide a DS1 interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring.   |
| DS3 Port      | Per Port        | A line card to be placed into a SONET OC48 or OC192 to provide a DS3 interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring.   |
| DS3 Transmux  | Per Port        | A line card to be placed into a SONET OC48 or OC192 to provide a DS3 mux interface for a circuit delivered by the SONET ring. Each Transmux interface is able to terminate up to 28 DS1 interfaces originating from other nodes on the ring.   |
| OC3c Port     | Per Port        | A line card to be placed into a SONET OC48 or OC192 to provide an OC3 interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring. Offered as either channelized or concatenated (unchannelized) interface.                 |
| OC3 Port      | Per Port        |  |
| OC12c Port    | Per Port        | A line card to be placed into a SONET OC48 or OC192 to provide an OC12 (concatenated) interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring. Offered as either channelized or concatenated (unchannelized) interface. |
| OC12 Port     | Per Port        |  |



|                     |             |  |
|---------------------|-------------|--|
| OC48c Port          | Per Port    | A line card to be placed into a SONET OC48 or OC192 to provide an OC48 (concatenated) interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring. Offered as either channelized or concatenated (unchannelized) interface                        |
| OC48 Port           | Per Port    |  |
| GigE-1 Port         | Per Port    | A line card to be placed into a SONET OC48 or OC192 to provide a Gigabit Ethernet interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring. The interface may be configured to deliver 50, 150, 300, 450, 600, or full 1000Mbps of throughput. |
| GigE-3 Port         | Per Port    |  |
| GigE-6 Port         | Per Port    |  |
| GigE-9 Port         | Per Port    |  |
| GigE-12 Port        | Per Port    |  |
| GigE-24 Port        | Per Port    |  |
| 1Gbps Fibre Channel | Per Circuit | A line card to be placed into a SONET OC48 or OC192 to provide a Fibre Channel or FICON interface for a circuit delivered by the SONET ring. One required at point of entrance onto the ring and a second is required at the point of exit from the ring   |
| 1 Gbps FICON        | Per Circuit |  |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

## **2.4 Data Networking Services**

### 2.4.1 Managed WAN Activation

- **“Managed WAN Activation”** will be a Resource Unit.
- **Unit of measurement:** Per Device.
- **Resource Unit Definition:** Activation of Managed WAN Router service at sites established after Commencement Date.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

## 2.4.2 Managed WAN

- **“Managed WAN”** will be a Resource Unit.
- **Unit of measurement:** Per Device, based on size category (Small, Medium, Large or X-Large) but otherwise independent of the detailed bill of materials. Size categories are defined in the CPE Use section above.
- **Resource Unit Definition:** Full Management of CPE used for WAN services. Fee includes proactive remote monitoring of device, incident detection and remediation including dispatch of onsite technicians for repair or replacement as necessary.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

### 2.4.3 Managed LAN Activation

- **“Managed LAN Activation”** will be a Resource Unit.
- **Unit of measurement:** Per Device, independent of the detailed bill of materials.
- **Resource Unit Definition:** Activation of Managed LAN Switch service at sites established after Commencement Date.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.4 Managed LAN

- **“Managed LAN”** will be a Resource Unit.
- **Unit of measurement:** Per Device, based on size category (Small, Medium, Large or X-Large) but otherwise independent of the detailed bill of materials. Size categories are defined in the CPE Use section above.
- **Resource Unit Definition:** Full Management of CPE associated with delivery of Managed LAN services. Fee includes proactive remote monitoring of device, incident detection and remediation including dispatch of onsite technicians for repair or replacement as necessary. Also includes all activities identified as Standard Changes.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.5 Managed WLAN Activation

- **“Managed WLAN Activation”** will be a Resource Unit.
- **Unit of measurement:** Per Device (WLAN Controller chassis) independent of the detailed bill of materials.
- **Resource Unit Definition:** Activation of Managed WLAN Controller service at sites established after Commencement Date.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.6 Managed WLAN

- **“Managed WLAN”** will be a Resource Unit.
- **Unit of measurement:** Per Device (WLAN Controller chassis) based on size category (Small, Medium, Large) but otherwise independent of the detailed bill of materials. Size categories are defined in the CPE Use section above.
- **Resource Unit Definition:** Management of a WLAN Controller and, in conjunction with an appropriate maintenance service.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.



#### 2.4.7 Managed Wireless Access Point (WAP)

- **“Managed WAP”** will be a Resource Unit.
- **Unit of measurement:** Per Device (Wireless Access Point - WAP).
- **Resource Unit Definition:** Indirect management of a WAP by means of an associated WLAN Controller.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

### 2.4.8 Distributed Denial of Service (DDOS) Shield

- **“DDOS Shield”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit. Single unit charge based on the aggregate bandwidth of all of VITA’s and Customers’ in-scope public Internet connections. Configurable to support bandwidth ranging from 50 Mbps to 10,000 Mbps.
- **Resource Unit Definition:** Detection and mitigation of distributed denial of service attacks for a single range of public IP addresses routable via a public Internet connection. RU also includes line items for the following options:
  - Additional IP Space (16/18/20) – Activation of the service to support additional IP address ranges.
  - Additional Traffic Returns – Activation of the service to support additional internet connections.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.9 Secure Gateway Activation

- **“Secure Gateway Activation”** will be a Resource Unit.
- **Unit of measurement:** Per Site.
- **Resource Unit Definition:** Activation of virtual private network connectivity from an appropriate Router at a Customer Site to a Secure Gateway Universal Port. . This item is priced at \$0
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.10 Secure Gateway Universal Port

- **“Secure Gateway Universal Port”** will be a Resource Unit.
- **Unit of measurement:** Per port, related to Bandwidth range from 50Mb to 1000Mb
- **Resource Unit Definition:** Secure gateway for multiple Customer Users or Sites, in aggregate, to establish virtual private network connectivity to the Private IP network.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

#### 2.4.11 Secure Gateway Remote Office

- **“Secure Gateway Remote Office”** will be a Resource Unit.
- **Unit of measurement:** Per Device.
- **Resource Unit Definition:** Virtual private network connectivity from an appropriate Router at a Customer Site to a Secure Gateway Universal Port.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

#### 2.5 Voice Networking Services

### 2.5.1 UCCaaS Solution Set-Up

- **“UCCaaS Solution Set-Up”** will be a Resource Unit.
- **Unit of measurement:** Per Instance.
- **Resource Unit Definition:** Configuration of Site and Site user profiles for Supplier’s hosted voice services platform. Data Gathering and stand up of a new instance dedicated to the Customer.
- **Source of measurement:** Supplier Solution SOW
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

**2.5.2 UCCaaS Seat**

- **“UCCaaS Seat”** will be a Resource Unit.
- **Unit of measurement:** Per Seat by end user package.
- **Resource Unit Definition:** Use of Supplier’s hosted voice services platform, in conjunction with an appropriate handset and voice trunk service.

| UCCaaS Package     | Description  |
|--------------------|--|
| UCC/HCS Package G0 | Communicator user license package: Used for Common area phones, break room phones, etc. where basic voice calling is the primary objective.  |
| UCC/HCS Package G1 | Advanced Communicator user license package: All features in the Advanced Communicator package have access to the Jabber application, IM/P, video capabilities, Expressway MRA for mobility, iOS and Android calling and up to ten endpoints. |
| UCC/HCS Package G2 | Collaborator user license package: All services in Advanced Communicator as well as WebEx for up to 8 internal participants.   |
| UCC/HCS Package G3 | Advanced Collaborator user license package: All services in Advanced Communicator as well as WebEx for up to 200 internal and external participants.   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes



### 2.5.3 VCE Site Activation

- **“VCE Site Activation”** will be a Resource Unit.
- **Unit of measurement:** Per Site
- **Resource Unit Definition:** Set up and configuration of the following ‘base’ features and services for the location including: Unlimited calling within the US; 1 Auto Attendant; 1 Hunt Group; Customizable Music on Hold; Office Anywhere; Google Apps integration; Outbound calling number delivery; Outbound Calling Name Delivery; Outbound Operator Services; Outbound Directory Assist; Directory listing; E911; Dashboard for both Admin and user feature control. This item is priced at \$0.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

#### 2.5.4 VCE Stations and Trunks

- **“VCE Stations and Trunks”** will be a Resource Unit.
- **Unit of measurement:** Per Station - per month, Per Trunk - per month.
- **Resource Unit Definition:** VCE Individual station with one assigned DID number with enhanced call handling and routing including UC connect with google functions.

| Feature Name         | Unit of Measurement | Description  |
|----------------------|---------------------|--|
| VCE Standard Station | Per Station         | VCE Individual station with one assigned DID number with enhanced call handling and routing including UC connect with google functions.  |
| VCE Standard Trunk   | Per Trunk           | The VCE Standard Trunk provides a single line of call capacity to/from the site. This call capacity is shared by all Standard User Bundle stations associated with this site. Not applicable to Premier sites which include the trunk capacity per user. |
| VCE Premier Station  | Per Station         | VCE Individual station with one assigned DID number with enhanced call handling office anywhere and the mobile and desktop Softphone UC clients.   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

**2.5.5 VCE Features**

- “VCE Features” will be a Resource Unit.
- **Unit of measurement:** Various, see table below and Exh 4.1
- **Resource Unit Definition:** Optional features include the following:

| Feature                  | Unit of Measurement | Description  |
|--------------------------|---------------------|--|
| Premier Fax only Station | Per Fax Station     | VCE user type for fax machines connected to an analog telephone adapter. Used primarily for sending and receiving faxes either based on full telephone number, or extension.   |
| Key System Packages      | Per Site            | <p>VCE Premier Key System is a feature rich Key System replacement solution. A single Office Key station can be assigned to multiple individual lines on a single device or multiple devices simulating a traditional squared key system.</p> <p>Premier Key System has 2, 4, 8, or 12 call capacity options: Supported devices are limited to VVX 300, VVX 400; Outbound calling number and name are displayed as the office site main number and name.</p>             |
| Auto Attendant           | Per Service         | VCE Auto Attendants present callers with a recorded greeting describing options for routing calls. Once callers make a selection, they are transferred to the appropriate party. Site Administrators have access to a powerful web based tool to define how calls are to be transferred, upload greetings, define business hours, after hours and holiday schedule.  |
| Hunt Group               | Per Group           | <p>A set of Stations can be logically grouped together so that incoming calls ring all phones simultaneously, or ring in sequence until answered. This Site Administrator is able to edit the group in real-time to respond to changing needs or workload. The number of hunt group needed is specified at the time of order.</p> <p>One Hunt group package is purchased per site. Any amount of individual Hunt Groups can then be ordered under that site package.</p> |
| Call Queue Agent         | Per Agent           | <p>Individual User Agent accounts required to participate within a Call Queues. Upon activation of the Agent, and Assignment to one, or multiple, Call Queues, the user will begin receiving calls from the Queue, as well as be included in all reports associated with each specific Queue.</p> <p>VCE Call Queue Agents must be purchased individually. Multiple</p>  |

| Feature                | Unit of Measurement | Description   |
|------------------------|---------------------|---|
|                        |                     | individual packages can be assigned to the same site if required.   |
| Stand-alone Voice Mail | Per Mailbox         | <p>VCE The Messaging Station is a stand along voicemail box that can be utilized in a variety of applications. Messaging Station applications: -</p> <ul style="list-style-type: none"> <li>- The Messaging Station can be stand alone and used as a general voicemail box.</li> <li>- The Messaging Station can be assigned to selection options under an auto attendant.</li> <li>- Calls can be forwarded to a Messaging Station if calls are not answered by a Hunt Group.</li> <li>- The Messaging Station utilizes one inbound Direct Inward Dial (DID) number.</li> </ul>  |
| Mobile Client User     | Per User            | <p>The Mobile App allows the use of an Apple or Android smartphone as an endpoint of the VCE service, allowing single number reach and enabling customers to always appear to be calling from their business regardless of their actual location. Placing Outbound Calls: When making calls, the end-user will be able to place calls using the user's "Business Identity" - that is, their My Phone number. This makes the call look just like a call made from their business desk phone. The VCE Mobile Client has access to the enterprise directory as well as contacts on the mobile device. Receiving Inbound Calls: By using this service, the customer can configure the solution so that calls to their Business Identity can ring their office line and mobile phone simultaneously. Inbound call features such as do not disturb, call waiting, call forwarding, etc. can be configured and managed via the client. This mobility allows users on the go to configure features that best suit their current needs. Push and Pull Active Calls: Active calls may be seamlessly transferred between the office phone and mobile phone. The service allows the user to "Pull" calls from their Office Anywhere phone to their office phone while on an active call. The user can also "Push" calls from their office phone to their Office Anywhere phone while on an active call. The client's ability to deliver the call over either voice or data network will ensure customers can have good voice quality, while enabling them to effectively manage their wireless device voice and data costs.</p> |
| Soft-phone Client User | Per User            | Virtual Communications Express Mobile Client for Windows and Mac computers  |

| Feature                   | Unit of Measurement | Description  |
|---------------------------|---------------------|--|
| Instant Meeting Bridge    | Per Bridge          | A feature allowing multiple callers to join in a single call which enables meetings among diversely located invitees at any time. A bridge can be owned by multiple conference moderators.   |
| Instant Meeting Moderator | Per User            | A feature allowing multiple callers to join in a single call which enables meetings among diversely located invitees at any time. Assign a Conference Moderator to invite callers and own the bridge. Moderators are assigned to users in MySite   |
| Call Center Agent         | Per User            | To complement the network based call queuing functionality, the VCE Call Center service provides additional functionality which may meet the requirements better for Call Centers that need more routing functionality, more detailed reporting and web-based tools.   |
| Call Center Supervisor    | Per User            | VCE Supervisors can monitor the status of agents, provide an emergency and escalation path for agents, participate as an agent to receive calls, move the position of callers waiting in queue, view the current activity in the Dashboard and view reports.   |
| Call Recording            | Per User            | Provides fully hosted VCE solution to record, store, organize, and access recordings of customer calls. Service can be used to cost effectively address regulatory compliance obligations, monitor quality control, training, or dispute resolution.<br>Call Recording is a site specific service, with each instance being able to record all calls relating to a specific DID on the same site. Assignment of the active DID to be recorded will be completed with MyAccount, and the site must have a quantity of Call Recording instances equivalent to the maximum number of DID's to be recorded at any given time |
| UCC package               | Per User            | The UC Applications Feature adds the following enhanced functionality to the UC-One clients; IM & P; M Room - Audio Conferencing; Guest Client Support; Desktop sharing (UC -Desktop Client only)  |
| Enterprise Receptionist   | Per User            | The VCE Receptionist Console is a browser-based application for operators, receptionists and executive assistants to ease handling high volumes of incoming calls. The app provides a console with real-time availability status of monitored phone users. Calls can be placed on hold, or parked and picked up from any phone and the Directed Call Pickup feature allows a receptionist to answer others' phone lines, in their absence.   |
| CRM Client                | Per User            | VCE CRM Connect  |

- **Source of measurement:** CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.5.6 Audio Conferencing Subscription Services

- **“Conferencing Subscription Services”** will be a Resource Unit.
- **Unit of measurement:** Various according to table below and Exh 4.1
- **Resource Unit Definition:** Audio Conferencing subscription services are comprised of the following options:

| Line Item   | Unit of Measure  | Description  |
|---|------------------|--|
| Instant Meeting Fee   | Per Subscription | Subscription based on a range of number of ports ordered from 1-100 ports.   |
| Named user Enterprise Edition Conference Services 200 Host Packages | Per Host         | Named user Enterprise Edition Conference Services 200 Package licenses are individualized and support 25-10k+ host enrolled and 199 participants per/host. Individual licenses may not be shared or used by anyone other than the 1 Employee to whom the Named User Package license is assigned. WebEx Named User Enterprise 200 consist of: Named User Meeting Center, Named User Training Center, Name User Support Center; Name User Event Center.  |
| Named User Enterprise Conference Services 1000 Host Packages        | Per Host         | Named user Enterprise Edition Conference Services 1000 Package licenses are individualized that supports 25-10k+ host enrolled and 999 participants per/host. Individual licenses may not be shared or used by anyone other than the 1 Employee to whom the Named User Package license is assigned. WebEx Named User Enterprise 1000 consist of: Named User Meeting Center, Named User Training Center, Name User Support Center; Name User Event Center. Up to 1,000 (including 25 video devices) |
| Toll Named Users  | Per User         | Toll Named Users is a Named User-based audio subscription that provides each Named User with unlimited access to global toll call-in and domestic U.S. toll call in depending on the feature(s) purchased by Customer. Toll Named Users provides unlimited toll dial-in from 27 supported countries.   |
| Toll Plus User  | Per User         | Provides unlimited toll dial-in from 27 supported countries, PLUS unlimited callback to the United States and Canada for customers sited in the United States, or unlimited call back to the United Kingdom for customers  |



|   |          |   |
|---|----------|---|
|   |          | sited in the United Kingdom.  |
| Toll Plus International Named User                                    | Per User | Provides unlimited toll dial-in from 27 supported countries, plus unlimited callback in 195 countries.  |
| Named User Meeting Center Conf Services with Meeting Center 25 or 200 | Per Host | Named user meeting Center Conference Services with Meeting Center 25 or 200 licenses are individualized that supports 1-10k+ host enrolled and 999 participants per/host. Individual licenses may not be shared or used by anyone other than the 1 Employee to whom the Named User Package license is assigned. Collaborative sessions, internal and external meetings, product and project coordination, demos, sales presentations; UP to 25 or 200 participants. |
| Named User Training Center Services                                   | Per Host | Deliver highly interactive and effective online training and e-learning for groups of either 30 or 200 participants.  |
| Support Center Capacity of 5  | Per Host | Deliver efficient, personalized customer service and IT support with helpdesk support tools for contact center agents. Includes video sharing, chat, co-browsing, remote desktop tools, session recording. Supports up to 5 simultaneous sessions with customers.   |
| Event Center  | Per Host | Stage large-scale online events; Webinars, events and conferences, product launches, employee communications; purchase by tiers of 100, 500 or 1000 attendees.  |

- **Source of measurement:** CMDB
- **Measurement Type:** Period in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.5.7 Net Conferencing Integrated Audio CCA

- **“Net Conferencing Integrated Audio CCA”** will be a Resource Unit.
- **Unit of measurement:** Per Port.
- **Resource Unit Definition:** Audio service integrated with Supplier’s Net Conferencing service, consumed on a per-port (not per-minute) basis. Each port enables five thousand (5,000) conference audio minutes shared across all participants including host minutes per month. Except for the included option for IP audio via the user’s desktop or laptop.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.5.8 VoIP Set-up

- **“VoIP Set-Up”** will be a Resource Unit.
- **Unit of measurement:** Various according to table below and Exh 4.1
- **Resource Unit Definition:** This Resource Unit provides implementation of following items related to setting up a new VoIP site:

| Feature                   | Unit of Measure | Description  |
|---------------------------|-----------------|--|
| DID Number Set-Up         | Per DID         | Coordinate acquisition of phone numbers for new site users. This item is rated at \$0  |
| Service Establishment Fee | Per Site        | Conduct data gathering and coordination with both VoIP implementation resources. This item only applies to new VoIP sites implemented after Commencement Date. |
| Analog Line               | Per Circuit     | Coordinate and execute implementation of new PSTN Line services where appropriate for backup trunking and local number support.                                |
| ISDN PRI                  | Per Circuit     | Coordinate and execute implementation of new PSTN trunk services where appropriate for backup trunking and local number support.                               |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.5.9 VoIP Concurrent Call Path (CCP)

- “VoIP CCP” will be a Resource Unit.
- **Unit of measurement:** Various according to the table below and Exh 4.1.
- **Resource Unit Definition:** This set of Resource units provides the following capabilities:

| Feature                 | Unit of Measure          | Description  |
|-------------------------|--------------------------|--|
| VoIP CCP                | Per Concurrent Call Path | Concurrent call paths between users and the off-net endpoints (i.e., PSTN). Includes National LD but excludes International calling.   |
| Trunking Premium        | Per VOIP Enterprise      | Provides additional capacity assignment to support full redundancy/availability to Enterprise level Bandwidth in the event of a geographically isolated SBC outage. Enterprise-level feature; Simplified billing structure based on Tiers; Enterprise Trunking Premium is a billable feature using 5 Tiers and Is charged on a Enterprise Level 1-100 Concurrent Calls ; 101-500 Concurrent Calls; 501-1000 concurrent Calls; 1001-5000 Concurrent Calls; >5000 Concurrent Calls |
| Trunking Route Overflow | Per Phone Number         | Allows for 10 reachable IP addresses/SIP signalling targets and replaces Redirect to TN feature.   |

- **Source of measurement:** Supplier Call Detail Records (CDR)
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.5.10 VoIP Features

- **“VoIP Features”** will be a Resource Unit.
- **Unit of measurement:** Various according to table below and Exh 4.2
- **Resource Unit Definition:** This RU covers the following features:

| Feature                       | Unit of Measure            | Description  |
|-------------------------------|----------------------------|--|
| Best + Tier 1 +50             | Per group of bursted Calls | With minimum of 200 concurrent initial concurrent calls initially subscribed to for BEst + additional subscription, this feature enables customer to pull from a reserve tier of concurrent calls in the event there is an unexpected spike in traffic. This is an optional billable feature. Available in Tiered models of 50 100,200,300,400                                     |
| Best + Tier 2 +100            | Per group of bursted Calls |  |
| Best + Tier 3 +200            | Per group of bursted Calls |  |
| Best + Tier 4 +300            | Per group of bursted Calls |  |
| Best + Tier 5 +400            | Per group of bursted Calls |  |
| Call Forwarding               | Per Phone Number           | Optional CF line level features = Always, Busy, No Answer and Unreachable (CFA,CFB,CFNA,CFU) Ability to bulk configure/activate/deactivate call forwarding features in the VoIP Customer Admin portal via a spreadsheet upload; Pre-configure and save up to 10 disaster recovery plans; Customer Administrators will have the access to enable these CF plans, not the end users. |
| DID Number                    | Per Phone Number           | Users are assigned a 10-digit directory number that can be used to place or receive calls directly to this phone, without forcing access via a central number. Incoming and outgoing calls can be placed/received via the phone  |
| Voice Mails                   | Per Phone Number           | Voicemail boxes to accept incoming calls and store messages are available and are billed per TN  |
| Caller ID with Name - Inbound | Per Location ID            | optional billable feature to deliver the calling name inbound ; billable per concurrent call.  |



|                          |                  |   |
|--------------------------|------------------|---|
| Auto Attendant Instances | Per Phone Number | Answers phone and provides caller with transfer options to another phone, voicemail, or live operator. Enables service consistency across multiple locations. Supports <ul style="list-style-type: none"> <li>Dialing by extension or name using Dual Tone Multi-Frequency (DTMF) digits ; Multiple tiers; Time of Day/Day of Week menu options</li> <li>Ability to configure or change greeting options via the Web</li> </ul> |
| Non-Published            | Per Phone Number | A Non-Published telephone number is omitted from both the printed directory and from Directory Assistance   |
| Additional Listing       | Per Phone Number | Customer can choose, whether Supplier submits the data to the local Directory Service or not. That service is free of charge (basic listing) additional listings are billable. The Directory Entry forms are part of the Service Initiation Form (SIF).   |
| Non-Listed               | Per Phone Number | A Non-Listed number is omitted from the printed directory and appears only in Directory Assistance files  |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.5.11 PSTN Services

- **“PSTN Services”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit per month.
- **Resource Unit Definition:** Analog line and ISDN PRI circuits include a local access facility from the nearest serving wire center and includes the acquisition of the circuit through successful provisioning and triage/repair while the line is in service. The circuits will primarily be utilized for local backup for VoIP users in the event the customer site is isolated from the UCCaaS or VCE hosts. They will also be utilized along with gateways to provide local numbers where customer premises sites are out of the Supplier’s VoIP footprint. This RU works in conjunction with VoIP trunk RU’s, CPE (Phone Sets and Voice Gateways). The circuits provisioned will not support long distance outbound calling however users will be able to access Long Distance endpoints when the VoIP service is restored.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

**2.5.12 Virtual Contact Center (VCC) Set-Up**

- **“VCC Set-Up”** will be a Resource Unit.
- **Unit of measurement:** Various according to the table below and Exh. 4.1
- **Resource Unit Definition:** These Resource units are intended to establish new Call Center services created after commencement and includes the following:

| Resource Unit                  | Unit of Measure   | Description   |
|--------------------------------|-------------------|---|
| Base Implementation            | Per Business Unit | Includes data gathering on call flows, agent skill sets and prioritization attributes of a new service. |
| Per User Implementation Add-On | Per User          | Fee to add new user to existing ‘system’. This item is rated at \$0.                                    |

- Set up of a new VCC agent and is priced at \$0.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

**2.5.13 Virtual Contact Center (VCC) Unique User**

- **“VCC Unique User”** will be a Resource Unit.
- **Unit of measurement:** Per User.
- **Resource Unit Definition:** Use of hosted contact center service platform, used in conjunction with an appropriate voice service.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.5.14 VCC Features

- **“VCC Features”** will be a Resource Unit.
- **Unit of measurement:** Various according to the table below and Exh 4.1
- **Resource Unit Definition:** This Resource Unit covers the following VCC Features:

| Resource Unit      | Unit of Measure | Description  |
|--------------------|-----------------|--|
| Additional Ports   | Per Port        | <p>"A universal port is a measure of the maximum number of simultaneous phone calls permitted for an inContact Business Unit. One universal port supports the ability to handle one voice-related (phone) contact. A universal port can be used for inbound calls (for IVR, ACD, or “pass-through” transfers) or outbound calls (agent-requested dials, dialer / callback / or other system generated dials, or the outbound leg of call transfers) One universal port is included with each unique logged in agent / supervisor (and with each Concurrent Agent license).</p> <p>Additional “stand-alone” ports may be required to properly support activities such as ACD queuing, IVR-only implementations (where no unique logged in agents / supervisors have been purchased), or campaign dialing programs (such as predictive dialing) where more the number of simultaneous calls often exceeds the number of unique logged in agents / supervisors.</p> <p>Measured per peak number of total ports configured during the billing interval LESS the peak number of unique logged in agents / supervisors for the billing interval. (One universal port is included with the purchase of each unique logged in agent / supervisor.) For example, a customer purchasing 100 “Unique Logged in Users” may have required capacity for 120 “Universal Ports”. In this situation, 100 of those “Universal Ports” are included in the ULIU license; the remaining 20 “Universal Ports” must be purchased as stand-alone or “additional” ports."</p> |
| Additional Storage | Per GB          | <p>"File server disk space used by end users to store files such as call recordings and User-created files such as</p> <ul style="list-style-type: none"> <li>• Voice prompts</li> <li>• Scripts</li> <li>• Images</li> <li>• Log files</li> <li>• Voicemail</li> <li>• Scheduled Custom Reports</li> </ul>  |

|                   |                   |  |
|-------------------|-------------------|--|
|                   |                   | <ul style="list-style-type: none"> <li>• etc.</li> </ul> <p>Measured per peak number of gigabytes of disk space utilized during the billing interval LESS the number of Unique Logged In users for the billing interval. (One gigabyte of storage is included with the purchase of each Unique Logged In User.)"</p>   |
| Archive Storage   | Per GB            | <p>Provides cost-effective long-term storage for data archiving requirements Billed per GB stored.</p> <p>Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements</li> <li>• Seamless data transfer from short-term to long-term storage</li> <li>• Auto purge data when it is no longer needed by defining "time to Live" based on the type of data stored</li> <li>• Scalable cloud infrastructure</li> <li>• State-of-the-art data encryption technology</li> </ul> |
| Retrieval Storage | Per GB            | <p>Provides metadata-based search capabilities to locate and retrieve data from long-term storage Billed per GB stored Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Comprehensive metadata search capabilities for easy retrieval</li> <li>• Helps to restore files into Active storage for analysis, audits and other needs</li> <li>• Duration for which files are to be taken off Long-Term can be specified during retrieval</li> </ul>   |
| Voice Recording   | Per User          | <p>Add on feature to ULIA and ULIS or CA to allow PCI compliance for inbound and outbound phone calls.</p> <p>1 PCI Level 1 Seat License - billed based on the highest number of users logged into the platform at any one time during the month</p>   |
| Outbound Dialing  | Per Business Unit | <p>Provides metadata-based search capabilities to locate and retrieve data from long-term storage Billed per GB stored Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Comprehensive metadata search capabilities for easy retrieval</li> <li>• Helps to restore files into Active storage for analysis, audits and other needs</li> <li>• Duration for which files are to be taken off Long-Term can be specified during retrieval</li> </ul>   |
| PCI Level 1       | Per User          | <p>Add on feature to ULIA and ULIS or CA to allow PCI compliance for inbound and outbound phone calls.</p> <p>1 PCI Level 1 Seat License - billed based on the highest number of users logged into the platform at any one time during the month</p>   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.5.15 IP Contact Center (IPCC)

- **“IP Contact Center (IPCC)”** will be a Resource Unit.
- **Unit of measurement: Various according to the table below and Exh. 4.1.**
- **Resource Unit Definition:** IPCC options are comprised of the following:

| Resource Unit  | Unit of Measure                     | Description  |
|--|-------------------------------------|--|
| Toll Free T1/DAL (8001 Dedicated Termination)          | Per Service Number or Per Trunk     | Service termination features allow government organizations to direct incoming traffic to specific terminating locations with dedicated T1/PRI facilities      |
| Toll Free Business Line/CBL (8003 Service Termination) | Per Service Number or Per Local DID | Service termination features allow government organizations to direct incoming traffic to specific terminating locations with common business lines facilities |

- **Source of measurement: Supplier CMDB**
- **Measurement Type:** Period Measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes.

## 2.6 Discretionary Items



| Resource Unit | Unit of Measure | Description |
|---------------|-----------------|-------------|
|---------------|-----------------|-------------|

### 2.6.1 Miscellaneous Services

- **“Miscellaneous Services”** will be a Resource Unit.
- **Unit of measurement:** Various as indicated below and Exh 4.1.
- **Resource Unit Definition:** Optional charges for Customer-elected activities related to all products:

|                             |              |  |
|-----------------------------|--------------|--|
| Extended Demarc             | Per Circuit  | Installation of wiring that extends wiring from the circuit LEC demarcation point (the point at which the LEC's regulated network ends and Customer's inside wire responsibility begins) to a point adjacent to Customer's network or equipment, as directed by Customer. Includes one (1) service call, 2 hours onsite labor, up to 150 feet Cat 3, Cat 5 or Cat 5E cable, connectors, ty-wraps/straps, jack, face plate, cable test. |
| Inside Wiring               | Per Cable    | Installation of wiring to connect two items of Customer equipment. While building owners are normally responsible for inside wiring beyond the main cross connect point, in some cases agencies or customers will request the Supplier supports adds, moves or changes to inside wiring. Includes one (1) service call, 2 hours onsite labor, up to 150 feet Cat 3-6, connectors, ty-wraps/straps, jack, face plate, cable test.       |
| Expedite                    | Per Order    | Customer requested service delivery in less than the standard service delivery interval as agreed to in the SMM.   |
| Demand Dispatches           | Per Dispatch | Customer-elected dispatch of Supplier Personnel to Customer Site.  |
| No Fault Found Dispatches   | Per Dispatch | Customer-elected dispatch of Supplier Personnel to Customer Site to resolve service issue, if no fault is found, this charge will apply. This change is priced at \$0.   |
| Physical Change             | Per Site     | Change to the service or device that requires on-site effort by Supplier personnel. This change is priced at \$0.  |
| Hard MAC                    | Per Change   | Move, Add or Change to device that requires on-site effort by Supplier personnel. This change is priced at \$0.  |
| Reconfiguration             | Per Circuit  | Reconfiguration of equipment, circuit or service. This change is priced at \$0.  |
| Reconfiguration - Bandwidth | Per Port     | Charge that applies when a Customer requests a non-Physical change to an existing PIP ports bandwidth. This change is priced at \$0.   |
| Site De-Installation        | Per Site     | De-installation of all Verizon provided equipment from customer site and disposal of equipment in accordance with VITA policies. This change is priced at \$0.   |
| Physical Site Survey        | Per Site     | A survey of the proposed location for installing CPE and a report on that location's suitability for that purpose with   |

|                            |            |  |
|----------------------------|------------|--|
|                            |            | respect to environmental conditions (e.g., temperature, humidity, obvious contaminants, or nearby magnetic radiation sources), the availability of an appropriate power source, and the need for any additional inside wiring. Includes one (1) service call, up to 2 total hours of labor, and site survey report.  |
| Remote Site Survey         | Per Site   | A remote survey of the proposed location for installing CPE and a report on that location's suitability for that purpose with respect to environmental conditions (e.g., temperature, humidity, obvious contaminants, or nearby magnetic radiation sources), the availability of an appropriate power source, and the need for any additional inside wiring. This type of survey involves Supplier personnel obtaining answers to a series of questions by Customer on-site personnel. Includes 1 business hour remote labor and site survey report. This change is priced at \$0. |
| Pending Order Cancellation | Per Order  | Charge that applies when Customer requests cancellation of a pending Service Modification order. This change is priced at \$0.   |
| Pending Order Change       | Per Order  | Charge that applies when Customer requests a modification to a pending Service Modification order. This change is priced at \$0.   |
| Rescheduling Charges       | Per Order  | Fee for rescheduling onsite technician due to customer not ready or available. This change is priced at \$0.   |
| Service Date Change        | Per Order  | A change in the pending order due date requested by the customer, provided the new due date is no more than 30 calendar days beyond the original due date. Service date change charges will be assessed for each occurrence. This change is priced at \$0.   |
| Administrative Change      | Per Change | Charge for changes to an Internet Port after installation including billing address, customer contact, etc. This change is priced at \$0.  |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**

- All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

## 2.6.2 Managed WAN Optional Change Management (OCM)

- **“Managed WAN OCM”** will be a Resource Unit.
- **Unit of measurement:** Various according to the table below and Exh. 4.1.
- **Resource Unit Definition:** Resource Unit Definition: Optional Change Management (OCM) activities for Managed WAN are included at no cost up to an annual cap of 0.5 OCM activities per WAN Device. If the total number of OCM activities exceeds that cap during any Contract Year, Supplier will complete the OCM activities in excess of that cap at no cost to VITA, but the excess OCM activities will not be counted as part of the applicable Service Delivery SLA. VITA may elect to acquire additional Supplier resources from the Rate Card to complete the excess OCM activities, in which case the OCM activity will be counted towards the applicable Service Delivery SLA. OCM activities prior to the completion of Managed Takeover will not be counted when determining if VITA has exceeded the cap.
- These changes are priced at \$0. Optional Changes include customer requested changes to service design and include the following activity:

| Resource Unit               | Unit of Measure | Description   |
|-----------------------------|-----------------|---|
| Managed Migration – Basic   | Per Device      | Migration process to support moving from a 3rd party network to a managed PIP network and includes PIP design and Managed WAN implementation. |
| Managed Migration – Complex | Per Device      | All features of managed migration and adds PIP service implementation and activation.   |
| Hard MACD Type 1            | Per MACD        | A change which requires a Supplier technician to be on-site to perform the MACD even if no hardware is replaced or added.                     |
| Hard MACD Type 2            | Per MACD        | Multiple changes which requires a Supplier technician to be on-site to perform the MACD even if no hardware is replaced or added.             |
| Site De-installation        | Per Site        | De-installation of all Supplier provided equipment from customer site and disposal of equipment in accordance with VITA policies.             |

- **Source of measurement:** Supplier CMDB.

- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

### 2.6.3 Managed LAN Optional Change Management (OCM)

- **Unit of measurement:** Various according to the table below and Exh. 4.1.
- **Resource Unit Definition:** Resource Unit Definition: Optional Change Management (OCM) activities for Managed LAN are included at no cost up to an annual cap of 0.5 OCM activities per LAN Device. If the total number of OCM activities exceeds that cap during any Contract Year, Supplier will complete the OCM activities in excess of that cap at no cost to VITA, but the excess OCM activities will not be counted as part of the applicable Service Delivery SLA. VITA may elect to acquire additional Supplier resources from the Rate Card to complete the excess OCM activities, in which case the OCM activity will be counted towards the applicable Service Delivery SLA. OCM activities prior to the completion of Managed Takeover will not be counted when determining if VITA has exceeded the cap.
- These changes are priced at \$0. Optional Changes include customer requested changes to service design and include the following activity:

| Resource Unit        | Unit of Measurement | Description   |
|----------------------|---------------------|---|
| Soft MACD<br>Type 1  | Per MACD            | A single change which can be performed remotely by Supplier. No truck roll or site visit is required by a Supplier technician.    |
| Soft MACD<br>Type 2  | Per MACD            | Multiple changes which can be performed remotely by Supplier. No truck roll or site visit is required by a Supplier technician.   |
| Hard MACD<br>Type 1  | Per MACD            | A change which requires a Supplier technician to be on-site to perform the MACD even if no hardware is replaced or added.         |
| Hard MACD<br>Type 2  | Per MACD            | Multiple changes which requires a Supplier technician to be on-site to perform the MACD even if no hardware is replaced or added. |
| Site De-installation | Per Site            | De-installation of all Supplier provided equipment from customer site and disposal of equipment in accordance with VITA policies. |

- **Source of measurement:** Supplier CMDB

- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.



**2.6.4 Managed WLAN Optional Change Management (OCM)**

- **Unit of measurement:** Various according to the table below and Exh. 4.1.
- **Resource Unit Definition:** Resource Unit Definition: Optional Change Management (OCM) activities for Managed WLAN are included at no cost up to an annual cap of 0.5 OCM activities per WLAN Device. If the total number of OCM activities exceeds that cap during any Contract Year, Supplier will complete the OCM activities in excess of that cap at no cost to VITA, but the excess OCM activities will not be counted as part of the applicable Service Delivery SLA. VITA may elect to acquire additional Supplier resources from the Rate Card to complete the excess OCM activities, in which case the OCM activity will be counted towards the applicable Service Delivery SLA. OCM activities prior to the completion of Managed Takeover will not be counted when determining if VITA has exceeded the cap.
- These changes are priced at \$0. Optional Changes include customer requested changes to service design and include the following activity:

| Activity                                | Unit of Measure   | Description   |
|---|-------------------|---|
| Implementation (Modify Existing)        | Change per device | Implementation of Designs below   |
| Design (Single Feature/Protocol)        | Change per device | Simple Design   |
| Design Plus (Multiple Feature/Protocol) | Change per device | Complex Design  |
| Soft MACD Type 1                        | Per MACD          | A single change which can be performed remotely by Supplier. No truck roll or site visit is required by a Supplier technician.  |
| Soft MACD Type 2                        | Per MACD          | Multiple changes which can be performed remotely by Supplier. No truck roll or site visit is required by a Supplier technician. |
| Hard MACD Type 1                        | Per MACD          | A change which requires a Supplier technician to be on-site to perform the MACD even if no hardware is replaced or added.       |
| Hard MACD                               | Per MACD          | Multiple changes which requires a Supplier technician to be on-site to perform the MACD even if no hardware is                  |

|                      |          |   |
|----------------------|----------|---|
| Type 2               |          | replaced or added.  |
| Site De-Installation | Per Site | De-installation of all Supplier provided equipment from customer site and disposal of equipment in accordance with VITA policies. |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

### 2.6.5 Secure Gateway Related Services

- **“Secure Gateway Related Services”** will be a Resource Unit.
- **Unit of measurement:** Various according to the table below and Exh. 4.1.
- **Resource Unit Definition:** Optional Change Management (OCM) activities for Secure Gateway Devices are included at no cost up to an annual cap of 0.5 OCM activities per Device. If the total number of OCM activities exceeds that cap during any Contract Year, Supplier will complete the OCM activities in excess of that cap at no cost to VITA, but the excess OCM activities will not be counted as part of the applicable Service Delivery SLA. VITA may elect to acquire additional Supplier resources from the Rate Card to complete the excess OCM activities, in which case the OCM activity will be counted towards the applicable Service Delivery SLA. OCM activities prior to the completion of Managed Takeover will not be counted when determining if VITA has exceeded the cap.

These changes are priced at \$0. Optional Changes include customer requested changes to service design and include the following activity:

| Resource Unit  | Unit of Measure      | Description  |
|--|----------------------|--|
| Secure Gateway Design (Single Feature/Protocol)        | Per Feature/Protocol | Addition of a single new feature, protocol or application/policy that does not currently exist in the Customer Network; e.g. add DHCP, QoS, NAT Router configuration, Application Aware Routing, etc.  |
| Secure Gateway Design Plus (Multiple Feature/Protocol) | Per Device           | Addition of multiple new features, protocols or application/policy which cannot be modeled after an existing device already implemented in the Customer network, e.g. adding new protocols such as DHCP, NAT, EIGRP, HSRP, Application Aware Routing, etc. Note: Customer may elect to create new design at one site by selecting Design/Design Plus to add the new feature(s) or protocol(s) and then replicate across other sites by selecting Implementation for the remaining sites. |
| Secure Gateway Application of Design Changes           | Per Device           | Application of design changes developed through design change process.   |

n  
t: Supplier CMDB

- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

### 2.6.6 Phone Accessories

- **“Phone Accessory”** will be a Resource Unit.
- **Unit of measurement:** Per Device.
- **Resource Unit Definition:** Charges for Customer-elected accessories, such as headset, wall-mount bracket, or power adapter, used in conjunction with CPE Use telephone equipment. This resource unit definition includes the line items in the table below:

| Line Item Name              | Unit of Measure | Description  | Related Line Items  |
|-----------------------------|-----------------|--|---------------------|
| Phone wall mt 1-187QNHO     | Per Device      | Wall Mount Faceplate   | VCE Service         |
| Plantronics headset 740SS   | Per Device      | Wireless (DECT) headset with range of up to 350 ft. Ability to switch between headset and mobile phone with the touch of a button.   | VCE/UCCaaS Services |
| Plantronics headset PTfocus | Per Device      | Stereo Bluetooth headset with Active Noise Canceling (ANC), 30 ft range, 12 hrs talk time.   | VCE/UCCaaS Services |
| Polycom USB video Camera    | Per Device      | Polycom HD Video resolution (720 p, 30 fps) with H.264 compression <ul style="list-style-type: none"> <li>• Camera lens shutter for privacy</li> <li>• Adjustable-angle camera</li> <li>• USB plug and play</li> </ul> | VCE Services        |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point Measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: No. Items are self-installed by Customer.
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: No. Items are consumables and are not covered by maintenance.

### 2.6.7 VCC Related Services

- “VCC Related Services” will be a Resource Unit.
- **Unit of measurement:** Various as indicated below and in Exh 4.1
- **Resource Unit Definition:** Charges for customer elected discretionary services used to enhance existing Contact Center capabilities include the following:

| Resource Unit                                 | Unit of Measurement | Description  |
|---|---------------------|--|
| Professional Services Hours                   | Per Hour            | Hourly rate available for projects approved by inContact’s Professional Services team.   |
| Travel & Expense Units                        | Per Unit            | All services that involve on-site engagement with customers are subject to travel and expenses. Such costs include, but are not limited to, transportation fees, lodging, and meals. To simplify billing through the reseller relationship, inContact will round the total travel and expenses to the nearest dollar and will assess the charge by adjusting the quantity value based on a per-unit price of \$1.00. |
| Basic Self-Service IVR                        | Per Instance        | <ul style="list-style-type: none"> <li>• Adds data lookup to one internal Virtual Contact Center hosted database table; up to 25 menu options (no external data integration)</li> <li>• Up to 3 database “calls” (lookup only); increases deployment timeline up to 60 days</li> </ul>   |
| Premium Self-Service IVR                      | Per Instance        | <ul style="list-style-type: none"> <li>• Adds integration to one external CRM/database; up to 50 menu options</li> <li>• Up to 3 database/web service “calls” (lookup, push or update); not all external CRM solutions supported</li> <li>• Automated Speech Recognition (ASR) not included</li> <li>• Increases deployment timeline up to 60 days</li> </ul>  |
| Automated Speech Recognition (Per 10 Actions) | Per Instance        | Implementation includes the setup of up to 10 ASR functions within customer IVR scripting.   |
| CRM-Driven Screen Pop / Call Routing          | Per Instance        | <ul style="list-style-type: none"> <li>• Adds integration to one CRM solution to support a screen-pop or custom call routing</li> <li>• Up to 3 web service “calls” (lookup only); not all external CRM solutions supported</li> <li>• This service package was included in the original MSRA and</li> </ul>   |

| Resource Unit                                     | Unit of Measurement | Description  |
|---|---------------------|--|
|   |                     | remains available for any VCC customers contracted with this particular definition.  |
| Named Agent Routing                               | Per Business Unit   | <ul style="list-style-type: none"> <li>• CRM integration check to find last agent spoken with</li> </ul>   |
| Auto Attendant Implementation                     | Per Business Unit   | Auto Attendant provides corporate directory management features and is a self-service call management solution for contact center agents and non-agent end-users. VCC Professional Services must implement the solution  |
| NICE Quality Management Essentials Implementation | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Integration with inContact ACD</li> <li>• Initial System Configuration <ul style="list-style-type: none"> <li>o Set up of up to 4 Quality Forms(Each additional can be set up by the customer (NoLimit)</li> <li>o Set up of up to 2 Business Analyzer Queries (Each additional can be set up by the customer (No Limit)</li> <li>o Set up to 3 My Universe Pre-defined Templates</li> <li>o Set up to 2 customized reports</li> <li>o Includes Quality Planner</li> </ul> </li> <li>• 3 days public training for up to 4 customer users at the inContact training center*</li> <li>• User acceptance testing</li> <li>• Go live support</li> <li>• Post go live follow up</li> <li>• Remote enablement</li> </ul> <p>*Additional training days may be added to support additional users</p> |
| NICE Quality Optimization Advanced Implementation | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Integration with inContact ACD</li> <li>• Initial System Configuration <ul style="list-style-type: none"> <li>o Set up of up to 6 Quality Forms(Each additional can be set up by the customer (No Limit)</li> <li>o Set up of up to 4 Business Analyzer Queries (Each additional can be set up by the customer (No Limit)</li> <li>o Set up to 3 My Universe Customized Templates</li> <li>o Set up to 4 customized reports</li> </ul> </li> </ul>   |



| Resource Unit                                       | Unit of Measurement | Description   |
|---|---------------------|---|
|   |                     | <ul style="list-style-type: none"> <li>o Includes Quality Planner</li> <li>• 3 days public training at the inContact training center OR 3 days private training at the customer’s location**</li> <li>• User acceptance testing</li> <li>• Go live support</li> <li>• Post go live follow up</li> <li>• Additional 4 hours of remote training to review advanced practices</li> <li>• Remote enablement except where noted</li> </ul> <p>**Travel and expenses not included</p>   |
| NICE Workforce Management Essentials Implementation | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Integration with inContact ACD</li> <li>• Initial System Configuration</li> <li>• 5 days public training for up to 4 customer users at the inContact training center*</li> <li>• User acceptance testing</li> <li>• Go live support</li> <li>• 3 days of on-site follow up**</li> <li>• Remote enablement except where noted</li> </ul> <p>*Additional training days may be added to support additional users</p> <p>**Travel and expenses not included</p>   |
| NICE Workforce Management Advanced Implementation   | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Integration with inContact ACD</li> <li>• 2 hour virtual best practices session before go live</li> <li>• Initial System Configuration</li> <li>• 5 days public training at the inContact training center OR 5 days private training at customer’s location**</li> <li>• 4 hours of virtual training on advanced practices</li> <li>• Go live support</li> <li>• 3 days of on-site follow up**</li> <li>• Remote enablement except where noted</li> </ul> <p>**Travel and expenses not included</p> |
| NICE Workload Manager                               | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> </ul>  |

| Resource Unit                              | Unit of Measurement | Description  |
|--|---------------------|--|
| Implementation                             |                     | <ul style="list-style-type: none"> <li>• Business requirements session and documentation</li> <li>• Initial System Configuration</li> <li>• User acceptance testing</li> <li>• Application training included with Workforce Management training</li> <li>• Go live support</li> <li>• Remote Enablement</li> </ul>   |
| NICE WFM Advanced Plus Implementation      | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Initial System Configuration</li> <li>• User acceptance testing</li> <li>• Application training included with Workforce Management Advanced sessions</li> <li>• Go live support</li> <li>• Remote Enablement</li> </ul>          |
| NICE Interaction Management Implementation | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Integration with inContact ACD</li> <li>• Initial System Configuration</li> <li>• Four total hours of remote training</li> <li>• User acceptance testing</li> <li>• Go live support</li> <li>• Post go live follow up</li> </ul> |
| NICE Screen Recording Implementation       | Per Business Unit   | <p>Delivers / Includes:</p> <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session and documentation</li> <li>• Initial System Configuration</li> <li>• User acceptance testing</li> <li>• Application training included with Quality Management training</li> <li>• Go live support</li> <li>• Remote Enablement</li> </ul>                     |
| ECHO Implementation                        | Per Business Unit   | <p>Implementation includes</p> <ul style="list-style-type: none"> <li>• Setup of ECHO reporting site</li> <li>• Setup of reporting packages, initial users, and default settings</li> </ul>  |

| Resource Unit        | Unit of Measurement | Description   |
|----------------------|---------------------|---|
|                      |                     | <ul style="list-style-type: none"> <li>• Analysis of existing queue scripts and appropriate modification of those scripts to allow the survey invitation (for IVR surveys)</li> <li>• Use of inContact standard voice talent for recording survey prompts (for IVR surveys)</li> <li>• QA, review, and training (via WebEx) with the customer</li> <li>• Up to 2 surveys (in the same channel)</li> <li>• Survey setup process from loading to creating surveys, just as found in the setup of “new Survey Creation”</li> </ul> <p>Reporting packages include</p> <ul style="list-style-type: none"> <li>• ECHO Service Recovery/Triger Reports Bundle:</li> <li>• Admin Manage Triggers</li> <li>• Admin Edit Triggers</li> <li>• Trigger Reports</li> <li>• Trigger Team Analysis Reports</li> <li>• Analysis Reports</li> <li>• Survey Appeals</li> <li>• Survey Appeals Locator</li> <li>• ECHO Analytics Report Bundle</li> <li>• SPC Charges</li> <li>• Survey Cross Tab</li> <li>• Trend Analysis</li> <li>• Impact/Performance</li> <li>• Admin “blank a record”</li> </ul> |
| ECHO Survey Creation | Per Survey          | <p>Engagement with the customer to understand and organize 1 new survey design</p> <p>Implementation includes</p> <ul style="list-style-type: none"> <li>• Load the new survey into ECHO</li> <li>• Load survey prompt recordings into ECHO if needed (IVR survey only)</li> <li>• Handle translated texts ad special survey logic</li> <li>• Create survey invitation and reminder as needed and translate as needed</li> <li>• Facilitate testing and review with customer</li> <li>• Load survey into existing EHCO processes</li> </ul>   |
| ECHO ACD Integration | Per ACD             | <p>Integrations that allow inContact to obtain the necessary data to do IVR surveys for customers who don’t use inContact’s ACD. This is only required when the customer is not able to set up their own process to send us the data</p> <ul style="list-style-type: none"> <li>• Integration with another ACD (not inContact) for surveys</li> <li>• This fee only applies if a customer has paid the NRC for an integration</li> </ul>  |

| Resource Unit                                | Unit of Measurement | Description   |
|--|---------------------|---|
| inView Standard Implementation               | Per Business Unit   | Implementation and setup of inView Performance Management <ul style="list-style-type: none"> <li>• 3 dashboard built for director, supervisor and agent during implementation</li> <li>• Access for supervisors and agents to dashboard</li> <li>• Supervisors can customize modules, dashboards, objectives, metrics, users, profiles, and security access</li> <li>• Two hour remote education</li> <li>• eLearning access and training guides</li> </ul>                                 |
| inView Salesforce.com Integration            | Per Business Unit   | Integration and setup of inView in Salesforce <ul style="list-style-type: none"> <li>• 3 dashboard built for director, supervisor and agent during implementation</li> <li>• Access for supervisors and agents to dashboard</li> <li>• Supervisors can customize modules, dashboards, objectives, metrics, users, profiles, and security access</li> <li>• Two hour remote education</li> <li>• eLearning access and training guides</li> </ul>   |
| inView ECHO Implementation                   | Per Business Unit   | Implementation and setup to bring performance data from inContact ACD and ECHO to inView. <ul style="list-style-type: none"> <li>• 3 dashboard built for director, supervisor and agent during implementation</li> <li>• Access for supervisors and agents to dashboard</li> <li>• Supervisors can customize modules, dashboards, objectives, metrics, users, profiles, and security access</li> <li>• Two hour remote education</li> <li>• eLearning access and training guides</li> </ul> |
| inContact Advanced Analytics                 | Per Business Unit   | Delivers / Includes: <ul style="list-style-type: none"> <li>• Project manager and Implementation manager who oversees the project from start to finish</li> <li>• Business requirements session</li> <li>• Initial System Configuration</li> <li>• 2 hour remote application training</li> <li>• User acceptance testing</li> <li>• Go live support</li> <li>• Remote Enablement</li> </ul>   |
| Inbound SMS Application Fee (Per BU) - SETUP | Per Business Unit   | A one-time charge to setup a Business Unit for Inbound (patron and agent conversations) SMS in the carrier's system.  |
| Inbound SMS                                  | Per Business        | Implementation and setup of inContact's Inbound SMS   |

| Resource Unit  | Unit of Measurement | Description   |
|--|---------------------|---|
| Implementation   | Unit                | product   |
| inContact Social Media Implementation                    | Per Business Unit   | Implementation includes <ul style="list-style-type: none"> <li>• Creation of a single instance of the Social Media application for the BU</li> <li>• Setup of the base configuration/social fee collection</li> <li>• Setup of routing logic for social contacts in the inContact platform (work item)</li> <li>• Up to 10 live search keywords/terms configured within the solution</li> <li>• 2 hours of education/training from Social Media</li> </ul>  |
| SMS Long Code - SETUP                                    | Per Code            | Implementation and setup of inContact's Inbound SMS product   |
| SMS Short Code - SETUP                                   | Per Code            | Setup/establishment of a single SMS Short Code for use  |
| SMS Custom Short Code - SETUP                            | Per Code            | Setup/establishment of a single SMS Custom Short Code for use   |
| SMS Toll Free Long Code - SETUP                          | Per Code            | Setup/establishment of a single SMS Toll Free Long Code for use   |
| Personal Connection Dialer Installation (up to 50 users) | Per Business Unit   | Includes: <ul style="list-style-type: none"> <li>• Provisioning of Dialer feature</li> <li>• Assigned Implementation Consultant who remotely oversees the implementation end-to-end</li> <li>• 1-hour Business Requirements call that will serve as the basis for the Business Requirements Document (BRD). The Implementation Consultant will validate the configured software according to the BRD</li> <li>• Delivery of one custom Studio script. For example, the scripts can be used to provide standard call recording or a message laydown (agentless) application</li> <li>• Configuration of one campaign (skill)</li> <li>• Training provided with a combination of eLearning and remote WebEx courses</li> <li>• Implementation Consultant provides remote launch support during the day of the go live. The Implementation Consultant is available up to 2 weeks after the go live date to provide remote advice and answer questions</li> </ul> |
| Personal Connection Dialer                               | Per User            | Setup of additional users above the initial 50 from Personal Connection Dialer Installation   |

| Resource Unit                                      | Unit of Measurement | Description  |
|--|---------------------|--|
| Additional User Enablement                         |                     |  |
| Personal Connection 3rd party Software Integration | Per Instance        | <p>Additional integration beyond standard implementation of the Personal Connection outbound dialer</p> <ul style="list-style-type: none"> <li>• 1 data source</li> <li>• Pull records from CRM or host system (check out)</li> <li>• Push information back to CRM or host system (check in)</li> <li>• Basic contact disposition</li> <li>• Basic outbound contact removal on inbound call</li> <li>• 1 additional customer selected interaction</li> </ul> |
| Outbound Email Campaign Implementation             | Per Campaign        | <p>A one-time setup fee to build an email skill and template and configure the customer's email service information in the inContact system</p> <p>Implementation includes inContact email configuration training for a customer administrator</p>   |
| Outbound SMS Application Fee (Per BU) - SETUP      | Per Business Unit   | A one-time charge to setup a Business Unit for Outbound SMS in the carrier's system.   |
| Outbound SMS Campaign Implementation               | Per Campaign        | <ul style="list-style-type: none"> <li>• A one-time setup fee to add the long or short code(s) to the inContact System and setup a skill and message template for one campaign</li> <li>• Implementation includes training for supervisor or administrator on how to configure on SMS skill and message template</li> </ul>  |
| Direct Data Access Activation                      | Per Business Unit   | <p>Implementation includes</p> <ul style="list-style-type: none"> <li>• End-user is required to provide his/her own license to MS Excel 2010 or greater</li> <li>• inContact will provide instructions and support for establishing the Direct Data Access connection form MS Excel</li> <li>• Excel training or support not included.</li> </ul>  |
| IPSec Implementation                               | Per Site            | <ul style="list-style-type: none"> <li>• IPSec is a Virtual Private Netowrk (VPN) established between Virtual Contact Center's Cloud and a customer's call center</li> <li>• Provides a secure IP connection that can be used to transport voice traffic, data traffic or both voice and data over the Internet</li> </ul>   |
| Carrier DataCenter Connection                      | Per Rack Unit       | <p>Additional integration beyond standard implementation of the Personal Connection outbound dialer</p> <ul style="list-style-type: none"> <li>• 1 data source</li> </ul>  |

| Resource Unit | Unit of Measurement | Description   |
|---------------|---------------------|---|
|               |                     | <ul style="list-style-type: none"> <li>• Pull records from CRM or host system (check out)</li> <li>• Push information back to CRM or host system (check in)</li> <li>• Basic contact disposition</li> <li>• Basic outbound contact removal on inbound call</li> <li>• 1 additional customer selected interaction</li> </ul> |

- **Source of measurement: Supplier CMDDB**
- **Measurement Type:** Point in time measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.6.8 VCC Advanced Features

- “VCC Advanced Features” will be a Resource Unit.
- **Unit of measurement:** Various according to table below and Exh. 4.1
- **Resource Unit Definition:** This Resource Unit covers the following VCC Advanced Features:

| Feature                         | Unit of Measure           | Description   |
|---------------------------------|---------------------------|---|
| <b>Advanced Features</b>        |                           |   |
| Professional Services On-Demand | Per Quarter Hour          | 15 minute increments for small PS requests  |
| Technical Account Manager       | Per Business Unit         | Lifecycle management assistance   |
| Automated Speech Recognition    | Per Minute (MRC)          | inContact support directed-dialog ASR, meaning it accepts verbal input from a caller, converts the audio to a digital format, and then looks for a matching pattern based a defined list of acceptable responses.<br>A variety of common commands are natively supported (e.g., “yes/no”, date, time, currency, numbers, and digits).<br>Users can also define custom lists of words against which spoken utterances are compared.<br>Billing is usage based and billed in six (6) second increments.                 |
| Auto Attendant                  | Per Configured User (MRC) | Auto Attendant provides corporate directory management features and is a self-service call management solution for contact center agents and non-agent end-users. inContact Professional Services must implement the solution Reseller will not have any administrative access to the AA system. IF functionality is available at a later date, inContact will allow Reseller administrative access to the AA system. Billed based on the peak number of active users that log in to Auto Attendant during the month. |
| Auto Attendant Lite             | Per Configured User (MRC) | Auto Attendant provides corporate directory management features and is a self-service callmanagement solution for contact center agents and non-agent end-users.  |
| inContact Agent for Sales Force | Per Use (MRC)r            | A contact control interface that is embedded directly into the Salesforce CRM environment; Billed per agent license on a monthly basis; allows flexibility to increase or decrease agent  |



|  |                           |   |
|--|---------------------------|---|
|  |                           | <p>licenses on demand. Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Salesforce Object Screen Pops</li> <li>• Click-To-Dial</li> <li>• Automatic Task/Activity creation</li> <li>• Hosted on the Salesforce AppExchange – 100% Cloud, no installation of package components is required on the desktop</li> <li>• Supports the following channels: voice, email, chat, work item</li> <li>• Supports both Sales Cloud and Service Cloud Console views</li> </ul>  |
| inContact Agent for Oracle Service Cloud | Per User (MRC)            | <p>Agent plugin into the Oracle Service Cloud CRM application allowing a tight integration between the Oracle entities such as Contacts, Cases, and Tasks and the inContact data and products. Configured Users are billed based on the highest number of users set up on the platform at any one time during the month. Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Full Voice Channel capabilities including Personal Connection</li> <li>• Work Item routing</li> <li>• Chat Channel support</li> <li>• Oracle Service Cloud data mapping from all Contacts</li> <li>• Agent indicators &amp; Marquee messaging</li> <li>• Contact History</li> </ul>  |
| ECHO (per Agent)                         | Per Configured User (MRC) | <p>ECHO is a survey solution that delivers a customer service survey immediately following a contact allowing the End User’s customer to leave comments regarding their experience. ECHO is customizable by the inContact Professional Services team to meet customer requirements. Such customizations include the introduction of customer-specific fields into the database, user screens, and reports. It is targeted at businesses with 200+ agents.</p> <p>ECHO is delivered via a stand-alone platform. It is integrated to interoperate with inContact ACD / IVR, but it is accessed on its own website with distinct End User credentials.</p> <p>ECHO is only hosted in North American data centers. The user interface is not localized and is only available in English. Individual surveys, however, can be delivered in target languages. The billing model (“per agent” versus “per survey”) is dependent on the typical usage scenario. When used to assess agent performance on contacts, the “per agent” model is typically used. If surveys are being sent independently from contact center transactions (between customer and agent), the “per survey” model is used. Measured either per peak number of agents who receive one or more survey or the total number of completed surveys during the billing interval. (The either/or is determined per Business Unit as ordered by Reseller.)</p> |
| ECHO Transcription Services              | Per Comment               | <p>inContact transcribes the recorded voice comments of end-user customers and associates those transcribed comments with the appropriate ECHO survey. Billed per comment bases on the number of comments that are transcribed in the calendar month. Key Features:</p>   |

|   |                           |   |
|---|---------------------------|---|
|   |                           | <ul style="list-style-type: none"> <li>• Only available as an add-on for IVR surveys, NOT Chat or Email surveys</li> <li>• Allows customers to do word searches and utilize Dashboard Comment Cloud feature for IVR surveys</li> </ul> <p>NOTE: Transcription services provided for ECHO only</p>   |
| InView Performance Management           | Per Configured User (MRC) | <p>A suite of management tools designed to facilitate performance of front-line service and sales activities by delivering real-time, personalized performance data to floor-level employees. Configured Users are billed based on the highest number of users set up on the platform at any one time during the month and can be enabled at team level. Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Customizable graphical content and KPIs</li> <li>• Integrated KPIs from 3rd party data sources</li> <li>• Real-time and historical reporting</li> </ul>  |
| InView Gamification                     | Per Configured User (MRC) | <p>Gamification uses a behavior-based approach that encourages desired behaviors without supervisor involvement. It also enhances employee engagement. Configured Users are billed based on the highest number of users set up on the platform at any one time during the month and can be enabled at team level. Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Drive desired behaviors and increase autonomy and accountability</li> <li>• Create achievements, incentives, and challenges for agents to complete in order to earn coins, XP, and trophies</li> </ul>  |
| InView Messaging                        | Per Configured User       | <p>Messaging promotes collaboration and information consistency between employees, teams and business units. It can also enhance job satisfaction by providing a familiar social atmosphere often missing from the contact center due to restrictions on mobile device use in the work place.</p> <p>Configured Users are billed based on the highest number of users set up on the platform at any one time during the month and can be enabled at team level.</p> <p>Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• Employees can easily communicate with others to ask questions or seek help using a social environment</li> <li>• Announcements and job aids can be broadcast to highlight important topics or disseminate helpful information</li> </ul> |
| InView Coaching and Learning Management | Per Configured User (MRC) | <p>The ability to document and trigger coaching sessions, either automatically or ad-hoc, reduced supervisory burden and enables cost/benefit analysis of training efforts. Configured Users are billed based on the highest number of users set up on the platform at any one time during the month and can be enabled at team level.</p> <p>Key product features &amp; components:</p>  |

|                         |                           |   |
|-------------------------|---------------------------|---|
|                         |                           | <ul style="list-style-type: none"> <li>• Setup metrics and objectives</li> <li>• Performance based on metrics will trigger coaching sessions and trainings</li> </ul> <p>of package components is required on the desktop</p>   |
| Inbound SMS Application | Per Month                 | <p>A monthly maintenance fee per Business Unit, which is a prerequisite to a short and/or long code. The Inbound SMS feature is meant for patrons who wish to initiate an agent conversation via SMS.</p> <p>Key product features &amp; components:</p> <ul style="list-style-type: none"> <li>• 2,000 monthly messages included (short/long code carrier surcharges still apply). Messages do not roll over to month to month.</li> <li>• Supports sending of messages to US destinations only. Messages configured for any other destination will be rejected by the carrier</li> </ul> |
| Incoming SMS - messages | Per Message               | <p>Cost of receiving an individual text message from a patron into the inContact platform.</p> <p>Billed at the per message model</p>   |
| SMS Long Code           | Per Code (MRC)            | <p>Dedicated, randomly assigned 10-digit telephone number that can carry limited traffic. Used to initiate from and send messages to destinations in the US only. Billed per code per month</p>   |
| SMS Short Code          | Per Code (MRC)            | <p>Premium dedicated (5 or 6 digit) service number, used in large scale mobile messaging. A custom short code is selected by the customer and must be verified for availability by the carrier</p> <p>Used to initiate from and send messages to destinations in the US only. Billed per code per month</p>   |
| SMS Custom Short Code   | Per Code (MRC)            | <p>Premium dedicated (5 or 6 digit) service number, used in large scale mobile messaging. A custom short code is selected by the customer and must be verified for availability by the carrier</p> <p>Used to initiate from and send messages to destinations in the US only Billed per code per month</p>  |
| SMS Toll Free Long Code | Per Code (MRC)            | <p>Premium dedicated (5 or 6 digit) service number, used in large scale mobile messaging. A custom short code is selected by the customer and must be verified for availability by the carrier</p> <p>Used to initiate from and send messages to destinations in the US only. Billed per code per month</p>   |
| inContact Social Media  | Per Configured User (MRC) | <p>Allows blended agents and ability to receive, handle and post social media interactions via Facebook and Twitter on both private and public channel</p> <p>Configured Users (agents or supervisors) are billed based on the highest number of users set up on the platform at any one time during the month with an Active Social Media Skill</p>  |
| Personal                | Per Configured            | <p>Outbound dialing solution designed with patented technology that eliminates the awkward connection delay experienced by</p>  |

|   |                    |   |
|---|--------------------|---|
| <p>Connection Dialer</p>                                  | <p>User</p>        | <p>individuals targeted in predictive dialing outbound campaigns. By eliminating the connection delay between the agent and the target party, the target party is less likely to hang up. This results in more conversations and thus improved effectiveness against the outbound campaign objectives. Works natively in the inContact platform in both outbound and seamless blended modes The “Unique Logged In User” license includes campaign-based outbound dialing which is currently delivered using Personal Connection. Customers who purchase the “Unique Logged In User” model have one port for each user license and can purchase additional ports if needed to achieve the customers’ business objectives.</p> <p>When purchased as an add-on to the Unique Logged In User or Concurrent Unbundled model, the Personal Connection license includes up to two (2) outbound-only ports. For clarity, a typical agent in this scenario would have access of up to three (3) total ports: one (1) included in the base Unique Logged In User/Concurrent license and up to two (2) additional outbound-only ports from the Personal Connection add-on license. Users are billed based on the peak number Users assigned to an active Dialer skill.</p> <p>The additional two (2) ports are calculated based on the peak number of allocated dialer ports utilized during the month. Any unused Configured Ports will be billed at the Universal Port cost. Billing reporting available upon request.</p> |
| <p>Outbound SMS Application MRC - (Per Business Unit)</p> | <p>Per Month</p>   | <p>A monthly maintenance fee per Business Unit, which is a prerequisite to a short and/or long code. The Proactive Outbound SMS feature is meant for a customer who wants to initiate proactive messages to their patrons without involving an agent.</p> <p>A monthly carrier account maintenance fee per Business Unit, which is a prerequisite to a short and/or long code and the proactive Outbound SMS feature</p> <p>Key Features:</p> <ul style="list-style-type: none"> <li>• 10,000 monthly messages included (short/long code carrier surcharges still apply).</li> </ul> <p>Messages do not roll over month to month</p> <ul style="list-style-type: none"> <li>• Supports sending of messages to US destinations only.</li> </ul> <p>Message configured for any other destination will be rejected by the carrier</p> <p>NOTE: The following components are required to run at least one successful Outbound SMS Campaign:</p> <ul style="list-style-type: none"> <li>• At least one Personal Connection user</li> <li>• Short code or long code</li> </ul>  |
| <p>Outgoing SMS - messages</p>                            | <p>Per Message</p> | <p>Cost of sending an individual text message out from inContact to a patron Billed at a per message model</p>  |

|  |                         |  |
|--|-------------------------|--|
| Outbound Email 100K - (Recurring)        | Per Month               | The ability to send outbound (proactive, agentless) email messages. Utilizes Personal Connection (PC) to send one-way email messages to contacts in an email contact list. This cannot be combined into the same calling list or cadence as PC voice or SMS contacts. Email can be sent without agent involvement to a list provided by the user and merged with a template. Outbound Email 100K Package: Cost of sending up to 100,000 agentless outbound email messages per month per BU   |
| Outbound Email 1.5M- (Recurring)         | Per Month               | The ability to send outbound (proactive, agentless) email messages. Utilizes Personal Connection (PC) to send one-way email messages to contacts in an email contact list. This cannot be combined into the same calling list or cadence as PC voice or SMS contacts.  |
| Direct Data Access - (Per Business Unit) | Per Business Unit (MRC) | Direct Access provides a client with a secure connection from Microsoft Excel directly to the inContact data model for reporting and analytics using their existing inContact user credentials. Offering requires a one-time activation fee and then a monthly-recurring charge for continued access End-user is required to provide his/her own license to MS Excel 2010 or greater. inContact will provide instructions and support for establishing the Direct Data Access connection from MS Excel, but does NOT provide expertise, services, or resources for Microsoft's Excel product.  |
| IP Sec                                   | Per site (MRC)          | IPSec is a Virtual Private Network (VPN) established between inContact's cloud and a customer's call center. Billed per VPN tunnel. It provides a secure IP connection that can be used to transport voice traffic, data traffic or both voice and data over the Internet. Packets are encrypted and then transported across the network where they are then unencrypted at the remote site. Only the remote site has the "keys" to unencrypt the data. Once unencrypted at the remote site it is then forwarded on to the client. Each customer considering using IPSec to secure their voice and data traffic will need to discuss their equipment options with their network equipment vendor to be sure it integrates with their existing equipment, is sized appropriately and can support the increased bandwidth required to encrypt and decrypt voice traffic. |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.6.9 VoIP Related Services

- **“VoIP Related Services”** will be a Resource Unit.
- **Unit of measurement:** Various as indicated below and in Exh 4.1
- **Resource Unit Definition:** Charges for customer elected discretionary services used to enhance existing Contact Center capabilities include the following:

| Resource Unit                                   | Unit of Measurement    | Description  |
|---|------------------------|--|
| Cancellation                                    | Per Location           | Cancellation of VoIP Service post-Order, prior to completion of Installation,  |
| Setup 1 – 500 telephone numbers                 | Per Location           | DiD assignment, porting activity required to initiate service (1-500 numbers). This change is priced at \$0.                                     |
| Setup >500 telephone numbers                    | Per Location           | DiD assignment, porting activity required to initiate service (>500 numbers). This change is priced at \$0.                                      |
| Premium Service - Enterprise Activity Charge    | Per Instance           | Supplier aided change management for enterprise level change. This change is priced at \$0.  |
| Premium Service - Administrator Activity Charge | Per Instance           | Supplier aided change management for Administrative level change. This change is priced at \$0.  |
| Premium Service - User Charge                   | Per Instance           | Supplier aided change management for end user level change. This change is priced at \$0.  |
| Premium Service - Onsite Support                | Per Hour               | Onsite dispatch for VOIP "programming" support for features. This change is priced at \$0.   |
| Premium Service - Remote Support                | Per Hour               | Remote technical VOIP support for assistance if customer opts out of DIY in the VEC or other technical assistance. This change is priced at \$0. |
| Service Change - Simple                         | Per Event Per Location | Service fee defined for simple changes if customer opted out of DIY. This change is priced at \$0.   |
| Service Change - Complex                        | Per Event Per Location | Service fee defined for complex changes if customer opted out of DIY. This change is priced at \$0.  |

- **Costs recovered:**

- All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes.

## **2.7 Optional Services**



### 2.7.1 DDI Changes

- **“DDI Changes”** will be a Resource Unit.
- **Unit of measurement:** Per Change
- **Resource Unit Definition:** Supplier’s IMAC service for DNS, DHCP, and IP Address Management, by means of Supplier’s self-service online portal referred to as ‘DDI SSP Changes’. Optional pricing to have Supplier make the change directly referred to as ‘DDI Premium Changes’.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.7.2 DDI Management

- **“DDI Management”** will be a Resource Unit.
- **Unit of measurement:** Monthly Charge per Device
- **Resource Unit Definition:** Management of infrastructure for delivery of the service includes Self Service Portal (SSP) which enables lower cost changes to be made by Customer directly. Includes the following:

| Resource Unit         | Unit of Measurement  | Description   |
|-----------------------|----------------------|---|
| DDI - SSP Host Mgmt   | Per Device Per Month | Charge to manage SSP Host   |
| DDI - SSP SW Maint    | Per Device Per Month | Charge to maintain Software currency for on-prem Self Service Portal. |
| DDI - Appliance Mgmt  | Per Device Per Month | Charge to Manage on-Prem DDI Appliances                               |
| DDI - Appliance Maint | Per Device Per Month | Charge to provide evergreen refresh of the Appliances                 |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.7.3 IOS (DWDM)

- **“IOS (DWDM)”** will be a Resource Unit.
- **Unit of measurement: Per Enterprise, per month**
- **Resource Unit Definition:** This resource unit is used to establish a price for upgrade of existing SONET services to DWDM technology which will allow for expansion of capacity at current sites. This price is in lieu of existing SONET pricing and not incremental to it.
- **Source of measurement:** CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

#### 2.7.4 10G Replication Circuit

- **“10G Replication Circuit”** will be a Resource Unit.
- **Unit of measurement:** Per Circuit
- **Resource Unit Definition:** Provides point to point 10G circuit from current Core Data Center at CESC to Data Center, Storage and Server Tower Supplier’s backup site.
- **Source of measurement:** CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

#### 2.8 Usage Rates

**2.8.1 SCI Non-Committed Plan Usage**

- **“SCI Non-Committed Plan Usage”** will be a Resource Unit.
- **Unit of measurement: Per GB**
- **Resource Unit Definition:** With the Non-Aggregated/Non-Committed Usage Plan the amount for bandwidth transmitted is measured on a monthly basis. The Customer will pay per Gigabyte of data transferred for the month.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.8.2 VCE International Long Distance Usage

- **“VCE International Long Distance Usage”** will be a Resource Unit.
- **Unit of measurement:** per minute per tier.
- **Resource Unit Definition:** VCE seat price includes unlimited local and long distance service within the US. For international calls, usage is billed per minute. These charges are broken down into 4 tiers and each country is assigned a tier. Any calls to those countries will incur per minute charges according to the table below.:

| Location                       | Tier | Location                            | Tier | Location                            | Tier |
|--------------------------------|------|-------------------------------------|------|-------------------------------------|------|
| Afghanistan                    | 4    | French Guiana Mobile Termination    | 3    | Niue                                | 4    |
| Afghanistan Mobile Termination | 4    | French Polynesia                    | 4    | Norfolk Island                      | 4    |
| Albania                        | 3    | French Polynesia Mobile Termination | 4    | North Korea                         | 4    |
| Albania Mobile Termination     | 4    | Gabon                               | 4    | Norway                              | 2    |
| Algeria                        | 4    | Gambia                              | 4    | Norway Mobile Termination           | 4    |
| Algeria Mobile Termination     | 4    | Georgia                             | 3    | Oman                                | 4    |
| Andorra                        | 2    | Georgia Mobile Termination          | 3    | Oman Mobile Termination             | 4    |
| Andorra Mobile Termination     | 4    | Germany                             | 2    | Pakistan                            | 3    |
| Angola                         | 3    | Germany Mobile Termination          | 3    | Palau                               | 4    |
| Angola Mobile Termination      | 4    | Ghana                               | 4    | Palau Mobile Termination            | 4    |
| Anguilla                       | 3    | Gibraltar                           | 3    | Palestine                           | 3    |
| Anguilla Mobile Termination    | 4    | Gibraltar Mobile Termination        | 4    | Palestine Mobile Termination        | 4    |
| Antarctica                     | 4    | Greece                              | 2    | Panama                              | 3    |
| Antarctica (Scott Base)        | 3    | Greece Mobile Termination           | 3    | Panama Mobile Termination           | 3    |
| Antigua & Barbuda              | 3    | Greenland                           | 4    | Papua New Guinea                    | 4    |
| Argentina                      | 2    | Grenada                             | 3    | Papua New Guinea Mobile Termination | 4    |
| Argentina Mobile Termination   | 3    | Grenada Mobile Termination          | 4    | Paraguay                            | 3    |
| Armenia                        | 3    | Guadeloupe                          | 3    | Paraguay Mobile Termination         | 3    |
| Armenia Mobile                 | 4    | Guadeloupe Mobile                   | 4    | Peru                                | 2    |

| Location                      | Tier | Location                     | Tier | Location                        | Tier |
|-------------------------------|------|------------------------------|------|---------------------------------|------|
| Termination                   |      | Termination                  |      |                                 |      |
| Aruba                         | 3    | Guantanamo Bay               | 4    | Peru Mobile Termination         | 3    |
| Aruba Mobile Termination      | 4    | Guatemala                    | 3    | Philippines                     | 3    |
| Ascension                     | 4    | Guatemala Mobile Termination | 4    | Philippines Mobile Termination  | 4    |
| Australia                     | 2    | Guinea                       | 4    | Poland                          | 2    |
| Australia Mobile Termination  | 3    | Guinea Mobile Termination    | 4    | Poland Mobile Termination       | 4    |
| Austria                       | 2    | Guinea-Bissau                | 4    | Portugal                        | 2    |
| Austria Mobile Termination    | 4    | Guyana                       | 4    | Portugal Mobile Termination     | 3    |
| Azerbaijan                    | 4    | Haiti                        | 4    | Qatar                           | 4    |
| Azerbaijan Mobile Termination | 4    | Haiti Mobile Termination     | 4    | Qatar Mobile Termination        | 4    |
| Bahamas                       | 3    | Honduras                     | 4    | Reunion                         | 3    |
| Bahamas Mobile Termination    | 3    | Honduras Mobile Termination  | 4    | Romania                         | 3    |
| Bahrain                       | 2    | Hong Kong                    | 2    | Romania Mobile Termination      | 4    |
| Bahrain Mobile Termination    | 3    | Hungary                      | 3    | Russia                          | 3    |
| Bangladesh                    | 3    | Hungary Mobile Termination   | 3    | Russia Mobile Termination       | 3    |
| Bangladesh Mobile Termination | 3    | Iceland                      | 3    | Rwanda                          | 3    |
| Barbados                      | 3    | Iceland Mobile Termination   | 3    | Rwanda Mobile Termination       | 4    |
| Barbados Mobile Termination   | 4    | India                        | 2    | San Marino                      | 4    |
| Belarus                       | 4    | Indonesia                    | 3    | San Marino Mobile Termination   | 4    |
| Belarus Mobile Termination    | 4    | Indonesia Mobile Termination | 3    | Sao Tome                        | 4    |
| Belgium                       | 2    | Iran                         | 3    | Saudi Arabia                    | 3    |
| Belgium Mobile Termination    | 4    | Iran Mobile Termination      | 3    | Saudi Arabia Mobile Termination | 3    |
| Belize                        | 4    | Iraq                         | 3    | Senegal                         | 4    |
| Belize Mobile Termination     | 4    | Iraq Mobile Termination      | 3    | Senegal Mobile Termination      | 4    |
| Benin                         | 3    | Ireland                      | 2    | Serbia                          | 3    |
| Benin Mobile Termination      | 4    | Ireland Mobile Termination   | 4    | Serbia Mobile Termination       | 4    |

| Location                                | Tier | Location                       | Tier | Location                            | Tier |
|---|------|--------------------------------|------|-------------------------------------|------|
| Bermuda                                 | 2    | Israel                         | 2    | Seychelles                          | 4    |
| Bhutan                                  | 4    | Israel Mobile Termination      | 4    | Sierra Leone                        | 4    |
| Bhutan Mobile Termination               | 4    | Italy                          | 2    | Singapore                           | 2    |
| Bolivia                                 | 3    | Italy Mobile Termination       | 4    | Slovak Republic                     | 3    |
| Bolivia Mobile Termination              | 4    | Ivory Coast                    | 4    | Slovak Republic Mobile Termination  | 3    |
| Bosnia                                  | 3    | Ivory Coast Mobile Termination | 4    | Slovenia                            | 3    |
| Bosnia & Herzegovina Mobile Termination | 4    | Jamaica                        | 3    | Slovenia Mobile Termination         | 4    |
| Botswana                                | 3    | Jamaica Mobile Termination     | 4    | Solomon Islands                     | 4    |
| Botswana Mobile Termination             | 4    | Japan                          | 2    | Somalia                             | 4    |
| Brazil                                  | 2    | Japan Mobile Termination       | 3    | South Africa                        | 3    |
| Brazil Mobile Termination               | 4    | Jordan                         | 3    | South Africa Mobile Termination     | 3    |
| British Virgin Is                       | 3    | Jordan Mobile Termination      | 3    | South Korea                         | 2    |
| British Virgin Is Mobile Termination    | 4    | Kazakhstan                     | 3    | South Korea Mobile Termination      | 3    |
| Brunei                                  | 3    | Kazakhstan Mobile Termination  | 3    | Spain                               | 2    |
| Bulgaria                                | 2    | Kenya                          | 3    | Spain Mobile Termination            | 3    |
| Bulgaria Mobile Termination             | 4    | Kenya Mobile Termination       | 4    | Sri Lanka                           | 3    |
| Burkina Faso                            | 3    | Kiribati                       | 4    | Sri Lanka Mobile Termination        | 4    |
| Burkina Faso Mobile Termination         | 4    | Kuwait                         | 3    | St Helena                           | 4    |
| Burundi                                 | 3    | Kyrgyzstan                     | 3    | St Kitts & Nevis                    | 3    |
| Burundi Mobile Termination              | 4    | Laos                           | 3    | St Kitts & Nevis Mobile Termination | 4    |
| Cambodia                                | 3    | Latvia                         | 3    | St Lucia                            | 3    |
| Cameroon                                | 3    | Latvia Mobile Termination      | 4    | St Lucia Mobile Termination         | 4    |
| Cameroon Mobile Termination             | 4    | Lebanon                        | 3    | St Pierre & Miquelon                | 4    |
| Canada                                  | 1    | Lebanon Mobile Termination     | 4    | St Vincent                          | 3    |



| Location                          | Tier | Location                         | Tier | Location                       | Tier |
|-----------------------------------|------|----------------------------------|------|--------------------------------|------|
| Cape Verde                        | 3    | Lesotho                          | 4    | St Vincent Mobile Termination  | 4    |
| Cape Verde Mobile Termination     | 4    | Lesotho Mobile Termination       | 4    | Sudan                          | 3    |
| Cayman Islands                    | 3    | Liberia                          | 4    | Sudan Mobile Termination       | 4    |
| Cayman Islands Mobile Termination | 3    | Libya                            | 4    | Suriname                       | 4    |
| Central African Rep               | 4    | Libya Mobile Termination         | 4    | Swaziland                      | 3    |
| Chad                              | 4    | Liechtenstein                    | 3    | Swaziland Mobile Termination   | 4    |
| Chad Mobile Termination           | 4    | Liechtenstein Mobile Termination | 4    | Sweden                         | 2    |
| Chile                             | 3    | Lithuania                        | 3    | Sweden Mobile Termination      | 3    |
| Chile Mobile Termination          | 3    | Lithuania Mobile Termination     | 3    | Switzerland                    | 2    |
| China                             | 2    | Luxembourg                       | 2    | Switzerland Mobile Termination | 4    |
| Christmas Island                  | 3    | Luxembourg Mobile Termination    | 3    | Syria                          | 3    |
| Cocos Island                      | 3    | Macau                            | 3    | Syria Mobile Termination       | 4    |
| Colombia                          | 2    | Macedonia                        | 3    | Taiwan                         | 2    |
| Colombia Mobile Termination       | 3    | Macedonia Mobile Termination     | 4    | Taiwan Mobile Termination      | 4    |
| Comoros                           | 4    | Madagascar                       | 4    | Tajikistan                     | 3    |
| Congo                             | 4    | Malawi                           | 3    | Tajikistan Mobile Termination  | 3    |
| Cook Islands                      | 4    | Malawi Mobile Termination        | 3    | Tanzania                       | 4    |
| Costa Rica                        | 3    | Malaysia                         | 3    | Tanzania Mobile Termination    | 4    |
| Croatia                           | 2    | Malaysia Mobile Termination      | 3    | Thailand                       | 2    |
| Croatia Mobile Termination        | 4    | Maldives                         | 4    | Thailand Mobile Termination    | 3    |
| Cuba                              | 4    | Mali                             | 4    | Togo                           | 4    |
| Cyprus                            | 3    | Mali Mobile Termination          | 4    | Togo Mobile Termination        | 4    |
| Cyprus Mobile Termination         | 3    | Malta                            | 3    | Tonga                          | 4    |
| Czech Republic                    | 3    | Malta Mobile Termination         | 4    | Trinidad & Tobago              | 3    |

| Location                              | Tier | Location                      | Tier | Location                                | Tier |
|---------------------------------------|------|-------------------------------|------|---|------|
| Czech Republic Mobile Termination     | 3    | Marshall Islands              | 4    | Trinidad & Tobago Mobile Termination    | 3    |
| Dem Rep Congo                         | 4    | Mauritania                    | 4    | Tunisia                                 | 4    |
| Denmark                               | 2    | Mauritania Mobile Termination | 4    | Tunisia Mobile Termination              | 4    |
| Denmark Mobile Termination            | 3    | Mauritius                     | 3    | Turkey                                  | 3    |
| Diego Garcia                          | 4    | Mayotte Island                | 4    | Turkey Mobile Termination               | 4    |
| Djibouti                              | 4    | Mexico                        | 2    | Turkmenistan                            | 3    |
| Dominica                              | 3    | Micronesia                    | 4    | Turkmenistan Mobile Termination         | 3    |
| Dominica Mobile Termination           | 4    | Moldova                       | 3    | Turks & Caicos                          | 3    |
| Dominican Republic                    | 2    | Moldova Mobile Termination    | 4    | Tuvalu                                  | 4    |
| Dominican Republic Mobile Termination | 4    | Monaco                        | 2    | Uganda                                  | 3    |
| East Timor                            | 4    | Monaco Mobile Termination     | 4    | Uganda Mobile Termination               | 3    |
| East Timor Mobile Termination         | 4    | Mongolia                      | 4    | Ukraine                                 | 3    |
| Easter Island                         | 4    | Montenegro                    | 3    | Ukraine Mobile Termination              | 3    |
| Ecuador                               | 3    | Montenegro Mobile Termination | 4    | United Arab Emirates                    | 3    |
| Ecuador Mobile Termination            | 4    | Montserrat                    | 3    | United Arab Emirates Mobile Termination | 3    |
| Egypt                                 | 3    | Morocco                       | 4    | United Kingdom                          | 1    |
| Egypt Mobile Termination              | 3    | Morocco Mobile Termination    | 4    | United Kingdom Mobile Termination       | 4    |
| El Salvador                           | 3    | Mozambique                    | 3    | Uruguay                                 | 3    |
| El Salvador Mobile Termination        | 4    | Mozambique Mobile Termination | 4    | Uruguay Mobile Termination              | 4    |
| Equatorial Guinea                     | 4    | Myanmar                       | 4    | Uzbekistan                              | 3    |
| Eritrea                               | 4    | Namibia                       | 3    | Uzbekistan Mobile Termination           | 3    |
| Eritrea Mobile Termination            | 4    | Namibia Mobile Termination    | 4    | Vanuatu                                 | 4    |
| Estonia                               | 4    | Nauru                         | 4    | Vatican City                            | 2    |
| Estonia Mobile Termination            | 4    | Nepal                         | 4    | Venezuela                               | 2    |
| Ethiopia                              | 4    | Nepal Mobile Termination      | 4    | Venezuela Mobile Termination            | 3    |

| Location                         | Tier | Location                               | Tier | Location                         | Tier |
|----------------------------------|------|--|------|----------------------------------|------|
| Ethiopia Mobile Termination      | 4    | Netherland Antilles                    | 3    | Vietnam                          | 4    |
| Falkland Islands                 | 4    | Netherland Antilles Mobile Termination | 3    | Vietnam Mobile Termination       | 3    |
| Faroe Islands                    | 3    | Netherlands                            | 2    | Wallis & Futuna                  | 4    |
| Faroe Islands Mobile Termination | 4    | Netherlands Mobile Termination         | 3    | Western Samoa                    | 4    |
| Fiji                             | 4    | Nevis                                  | 3    | Western Samoa Mobile Termination | 4    |
| Fiji Mobile Termination          | 4    | New Caledonia                          | 4    | Yemen                            | 3    |
| Finland                          | 2    | New Zealand                            | 3    | Yemen Mobile Termination         | 3    |
| Finland Mobile Termination       | 3    | New Zealand Mobile Termination         | 4    | Zambia                           | 3    |
| France                           | 2    | Nicaragua                              | 3    | Zambia Mobile Termination        | 3    |
| France Mobile Termination        | 3    | Nicaragua Mobile Termination           | 4    | Zimbabwe                         | 3    |
| French Antilles                  | 3    | Niger                                  | 3    | Zimbabwe Mobile Termination      | 4    |
| French Guiana                    | 2    | Nigeria                                | 3    |                                  |      |

- **Source of measurement:** Supplier Call Detail Records (CDR)
- **Measurement Type:** Point measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

### 2.8.3 Audio Conference Usage

- **“Audio Conference Usage”** will be a Resource Unit.
- **Unit of measurement:** Per minute of use, per audio conference participant.
- **Resource Unit Definition:** Use of audio conferencing bridging service, with per-minute charges based on toll or toll-free call-in, or call back rates. May be used with or without a net conferencing service.

| Line Item  | Unit of Measure | Description   |
|--|-----------------|---|
| <b>US Bridging Charges</b>                         |                 |   |
| Instant Mtg. Toll Meet Me                          | Per Minute      | Instant Meeting is a reservationless conferencing service provides seven-day, 24-hour conference calling availability supported by pre-assigned bridge ports. Supplier will issue two passcodes to the Customer for use with Instant Meeting Service at the time the Customer initially enrolls for the service via a subscription. One passcode is assigned for the Customer's use to activate the subscribed ports for a conference call. A second passcode is provided to the Customer to be made available to the participants on any Instant Meeting conference call that the Customer initiates. Instant Meeting Service provides for a Conference Coordinator for technical assistance only. Supplier assigns a toll number at the time the reservation is made or the Instant Meeting subscription is set up. |
| Instant Mtg. Meet Me - IP Access                   | Per Minute      | IP Audio Conferencing Instant Meeting subscriptions provide for an IP Meet Me number for participants to join audio conferences from SIP endpoints. Requires Supplier PIP service.  |
| Instant Mtg. Toll Meet Me - Wireless Access Option | Per Minute      | IP Audio Conferencing Instant Meeting subscriptions provide for an IP Meet Me number for participants to join audio conferences from SIP endpoints. Requires Supplier PIP service.  |
| Unattended Toll Meet Me                            | Per Minute      | A reservation is required and a conferencing leader will receive a USA toll number with a leader passcode and participant passcode. Unattended service allows participants to enter directly into a conference bridge without operator assistance by entering a customer/call-specific numeric passcode. Conference assistance is available as needed by summoning a conference operator.   |

|   |            |  |
|---|------------|--|
| Standard Toll Meet Me                                 | Per Minute | Standard Service is reserved in advance and is an attended service that provides two entry methods: i) a Conference Coordinator greets and announces participants as they dial in; or ii) the call leader and participants are given a numeric passcode to automatically enter the conference. The Conference Coordinator will leave from the conference call after the conference call begins, but will monitor the conference call. Participating callers can recall the Conference Coordinator at any time during the conference call by entering a pre-assigned code. Conference leader will receive a USA toll number with a leader passcode and participant passcode.  |
| Premier Toll Meet Me                                  | Per Minute | Premier Service is an attended service that provides a operator to support the call. A Conference Operator is assigned as the single point-of-contact to ensure meeting requirements are met, including support before, during, and after the call. Premier Service is available using direct distance dial numbers.   |
| Instant Meeting IP Dial Out Access - requires VZ VOIP | Per Minute | IP Dial Out allows leaders to dial out to participants. IP Dial Out provide an IP Meet Me number for participants to join audio conferences from SIP endpoints.  |
| Instant Mtg. Toll Free Meet Me                        | Per Minute | Instant Meeting is a reservationless conferencing service provides seven-day, 24-hour conference calling availability supported by pre-assigned bridge ports. Supplier will issue two passcodes to the Customer for use with Instant Meeting Service at the time the Customer initially enrolls for the service via a subscription. One passcode is assigned for the Customer's use to activate the subscribed ports for a conference call. A second passcode is provided to the Customer to be made available to the participants on any Instant Meeting conference call that the Customer initiates. Instant Meeting Service provides for a Conference Coordinator for technical assistance only. Supplier assigns a toll-free number at the time the reservation is made or the Instant Meeting subscription is set up. |
| Instant Mtg. Dial Out                                 | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.  |
| Instant Mtg. 8XX Meet Me - Wireless Access            | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also   |

|                                |            |  |
|--------------------------------|------------|--|
| Option                         |            | available on the Web Moderator tool as an addition to the Instant Meeting product.   |
| Unattended Toll Free Meet Me   | Per Minute | Unattended Toll Free Meet Me service allows participants to enter directly into a conference bridge without operator assistance by entering a customer toll-free number and specific numeric passcode. A reservation is required and a conferencing leader will receive a USA toll-free number with a leader passcode and participant passcode. Conference assistance is available as needed by summoning a conference operator.   |
| Standard Toll Free Meet Me     | Per Minute | Standard Service is reserved in advance and is an attended service that provides two entry methods: i) a Conference Coordinator greets and announces participants as they dial in; or ii) the call leader and participants are given a numeric passcode to automatically enter the conference. The Conference Coordinator will leave from the conference call after the conference call begins, but will monitor the conference call. Participating callers can recall the Conference Coordinator at any time during the conference call by entering a pre-assigned code. Conference leader will receive a USA toll-free number with a leader passcode and participant passcode. |
| Standard Dial Out              | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.  |
| Premier Toll Free Meet Me      | Per Minute | Provides a dedicated Conference Coordinator to continuously provide support throughout the call. A Meeting Manager will be the point of contact before, during, and after the conference to facilitate the call requirements. Premier Service is available with all access types. A US toll-free number provides "freephone" access into a conference for U.S.-based participants. Toll-free/freephone capability allows call leaders to invite customers or other external parties to join a call.  |
| Premier Dial Out               | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.  |
| <b>Canada Bridging Charges</b> |            |  |

|  |            |   |
|--|------------|---|
| Canada Instant Mtg.<br>Toll Free Meet Me | Per Minute | Instant Meeting is a reservationless conferencing service provides seven-day, 24-hour conference calling availability supported by pre-assigned bridge ports. Supplier will issue two passcodes to the Customer for use with Instant Meeting Service at the time the Customer initially enrolls for the service via a subscription. One passcode is assigned for the Customer's use to activate the subscribed ports for a conference call. A second passcode is provided to the Customer to be made available to the participants on any Instant Meeting conference call that the Customer initiates. Instant Meeting Service provides for a Conference Coordinator for technical assistance only. Supplier assigns a toll number at the time the reservation is made or the Instant Meeting subscription is set up. |
| Canada Instant Mtg.<br>Dial Out          | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.   |
| Canada Unattended<br>Toll Free Meet Me   | Per Minute | Unattended Toll Free Meet Me service allows participants to enter directly into a conference bridge without operator assistance by entering a customer toll-free number and specific numeric passcode. A reservation is required and a conferencing leader will receive a USA toll-free number with a leader passcode and participant passcode. Conference assistance is available as needed by summoning a conference operator.  |
| Canada Standard Toll<br>Free Meet Me     | Per Minute | Standard Service is reserved in advance and is an attended service that provides two entry methods: i) a Conference Coordinator greets and announces participants as they dial in; or ii) the call leader and participants are given a numeric passcode to automatically enter the conference. The Conference Coordinator will leave from the conference call after the conference call begins, but will monitor the conference call. Participating callers can recall the Conference Coordinator at any time during the conference call by entering a pre-assigned code. Conference leader will receive a USA toll-free number with a leader passcode and participant passcode.  |
| Canada Standard Dial<br>Out              | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.   |

|  |            |   |
|--|------------|---|
| Canada Premier Toll Free Meet Me       | Per Minute | Provides a dedicated Conference Coordinator to continuously provide support throughout the call. A Meeting Manager will be the point of contact before, during, and after the conference to facilitate the call requirements. Premier Service is available with all access types. A US toll-free number provides “freephone” access into a conference for U.S.-based participants. Toll-free/freephone capability allows call leaders to invite customers or other external parties to join a call. |
| Canada Premier Dial Out                | Per Minute | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.   |
| <b>Global Access Transport Charges</b> |            |   |
| Local Access Transport Zone A          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland, United Kingdom  |
| Local Access Transport Zone C          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Australia, Hong Kong, New Zealand, Japan-Osaka & Tokyo,, Romania, South Korea  |
| Local Access Transport Zone D          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Malaysia, Singapore, Slovenia, Taiwan, Turkey  |
| Local Access Transport Zone E          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Czech Republic, Finland, Greece, Estonia, Norway, Slovakia   |
| Local Access Transport Zone F          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Argentina, Brazil, Costa Rica *, Croatia, Hungary, Israel, Mexico, Panama, Poland, Portugal*, Russia, South Africa, Uruguay  |
| Local Access Transport Zone G          | Per Minute | Local Number call origination to Contact Center agents. Zone includes: Chile, China, Colombia, Egypt*, India, Indonesia, Latvia, Peru, Philippines, Saudi Arabia*, Thailand, UAE , Vietnam*, Venezuela,   |
| Freephone (IFN) Transport Zone A       | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone includes: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland, United Kingdom   |



|                                     |            |  |
|-------------------------------------|------------|--|
| Freephone (IFN)<br>Transport Zone C | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone Includes: Australia, Hong Kong, New Zealand, Japan- Osaka & Tokyo,, Romania, South Korea   |
| Freephone (IFN)<br>Transport Zone D | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone Includes Malaysia, Singapore, Slovenia, Taiwan, Turkey   |
| Freephone (IFN)<br>Transport Zone E | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone Includes Czech Republic, Finland, Greece, Estonia, Norway, Slovakia  |
| Freephone (IFN)<br>Transport Zone F | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone includes: Argentina, Brazil, Costa Rica *, Croatia, Hungary, Israel, Mexico, Panama, Poland, Portugal*, Russia, South Africa, Uruguay      |
| Freephone (IFN)<br>Transport Zone G | Per Minute | Non-Geographic Number used to reach Contact Center agents. Zone includes: Chile, China, Colombia, Egypt*, India, Indonesia, Latvia, Peru, Philippines, Saudi Arabia*, Thailand, UAE , Vietnam*, Venezuela, |

- **Source of measurement:** Supplier Call Detail Records (CDR)
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.8.4 Audio Conference Option Usage

- **“Audio Conference Option Usage”** will be a Resource Unit.
- **Unit of measurement:** Per feature, per minute call duration.
- **Resource Unit Definition:** Optional features including premier or standard Supplier-provided meeting hosting and participant greeting, typically used for very large audio conferences.

| Line Item                                    | Unit of Measure          | Description  |
|--|--------------------------|--|
| <b>Audio Conference Options Usage</b>        |                          |  |
| Cancellation Charge                          | Per reserved bridge port | Cancellation of Reserved bridge port.  |
| Instant Replay Plus / Instant Meeting Replay | Per Minute               | Callers can dial in at their convenience and listen to a replay of a previously held audio conference or other recorded audio announcement. Callers access the replay by dialing a toll (local toll) or toll free (free phone) number and following voice prompts. Media fulfillment is available for an additional charge. CD, Downloadable file, .WAV file and MP3.  |
| Instant Replay Plus                          | Per Set Up               | Callers can dial in at their convenience and listen to a replay of a previously held conference or other recorded audio announcement. Callers access the replay by dialing a toll (local toll) or toll free (free phone) number and following voice prompts. Customers must request Instant Replay Plus when making their reservation.<br><br>A Participant list is available with Instant Replay Plus, which incurs additional charges. |
| Overbooking (after first 50 bridge ports)    | Per Port                 | Reservation-based meetings (i.e., Unattended, Standard and Premier) are capable of accommodating the number of ports reserved for the meeting, plus unlimited additional ports. Such meetings can use up to 50 ports more than the number reserved with no Overbooking fees. For each port used beyond the first 50 above the number reserved, the Leader will incur an Overbooking fee.   |
| Recorded Audio File Download                 | Per download             | .wav or an mp3 file (mp3 file is only available with Premier or Standard service) recordings will be posted to the Internet within two hours of the conclusion of  |

|  |              | the call for download.   |
|--|--------------|--|
| Named User Usage                               |              |  |
| Named User Enterprise Edition Attendee Overage | Per User     | Capacity depends on the specific WebEx Service purchased by Customer. Each meeting must be hosted by a Leader and the Leader is counted as a Participant when determining Capacity. For example, WebEx Named User Meet (with Enterprise Edition 1,000) is limited to a maximum attendance of 1 Leader and no more than 999 Participants. If the number of Participants attending a meeting exceeds the meeting Capacity, Overage charge will apply. The overage charge will be invoiced at a per-Participant rate for each Participant in excess of the Capacity, on a per-instance basis. Any overage charges incurred will be billed monthly in arrears. |
| Message Storage Overage                        | Per Gigabyte | Overage fees once storage capacity is reached  |
| Enable Storage Overage                         | Per Gigabyte | If Customer purchases the Overage Storage option, and the storage usage exceeds the allotted Included Storage and purchased Add-on Storage, Customer will be charged an Overage Storage fee monthly in arrears.  |
| Meeting Center Conference Attendee Overage     | Per Attendee | Overage fee assessed once the Named User Meeting Center limit has been reached.  |
| Training Center Attendee Overage               | Per Host     | Overage fee assessed once the participant cap has been exceeded  |
| Support Center Capacity Overage                | Per Host     | Overage fee assessed once the participant cap has been exceeded  |
| Event Center Attendee Overage                  | Per Host     | Overage fee assessed once the participant cap has been exceeded  |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.8.5 Reserved Net Conference for WebEx Event Center

- **“Reserved Net Conference for WebEx Event Center”** will be a Resource Unit.
- **Unit of measurement:** Per minute
- **Resource Unit Definition:** Reserved Net Conference for WebEx Event Center is a real-time, end-to-end online event service. From planning to follow-up analysis, Event Center provides the features to effectively host large scale meetings and events.
- **Source of measurement:** Application Platform Reports
- **Measurement Type:** Usage
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

### 2.8.6 Net Conferencing Integrated Audio CCA

- **“Net Conferencing Integrated Audio CCA”** will be a Resource Unit.
- **Unit of measurement:** Per Minute
- **Resource Unit Definition:** Netconferencing for both local call from various geographic regions as well as freephone services which allow callers to join a Netconference without having to pay for long distance charges.

| Line Item                            | Unit of Measure | Description   |
|--------------------------------------|-----------------|---|
| CCA Local Access Transport Zone A    | Per Minute      | Local Number call origination to CCA Net Conferences. Zone includes: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland, United Kingdom    |
| CCA Local Access Transport Zone C    | Per Minute      | Local Number call origination to CCA Net Conferences. Zone includes: Australia, Hong Kong, New Zealand, Japan-Osaka & Tokyo,, Romania, South Korea  |
| CCA Local Access Transport Zone D    | Per Minute      | Local Number call origination to Contact Center agents. Zone includes: Malaysia, Singapore, Slovenia, Taiwan, Turkey  |
| CCA Local Access Transport Zone E    | Per Minute      | Local Number call origination to CCA Net Conferences. Zone includes: Czech Republic, Finland, Greece, Estonia, Norway, Slovakia   |
| CCA Local Access Transport Zone F    | Per Minute      | Local Number call origination to CCA Net Conferences. Zone includes: Argentina, Brazil, Costa Rica *, Croatia, Hungary, Israel, Mexico, Panama, Poland, Portugal*, Russia, South Africa, Uruguay        |
| CCA Local Access Transport Zone G    | Per Minute      | Local Number call origination to CCA Net Conferences. Zone includes: Chile, China, Colombia, Egypt*, India, Indonesia, Latvia, Peru, Philippines, Saudi Arabia*, Thailand, UAE , Vietnam*, Venezuela,   |
| CCA Freephone (IFN) Transport Zone A | Per Minute      | Non-Geographic Number used to reach CCA Net Conferences. Zone includes: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland, United Kingdom |
| CCA Freephone (IFN) Transport Zone C | Per Minute      | Non-Geographic Number used to reach CCA Net Conferences. Zone Includes: Australia, Hong Kong, New Zealand, Japan- Osaka & Tokyo,, Romania, South Korea  |
| CCA Freephone                        | Per Minute      | Non-Geographic Number used to reach CCA Net   |

|                                      |            |  |
|--------------------------------------|------------|--|
| (IFN) Transport Zone D               |            | Conferences. Zone Includes Malaysia, Singapore, Slovenia, Taiwan, Turkey   |
| CCA Freephone (IFN) Transport Zone E | Per Minute | Non-Geographic Number used to reach CCA Net Conferences. Zone Includes Czech Republic, Finland, Greece, Estonia, Norway, Slovakia  |
| CCA Freephone (IFN) Transport Zone F | Per Minute | Non-Geographic Number used to reach CCA Net Conferences. Zone includes: Argentina, Brazil, Costa Rica *, Croatia, Hungary, Israel, Mexico, Panama, Poland, Portugal*, Russia, South Africa, Uruguay  |
| CCA Freephone (IFN) Transport Zone G | Per Minute | Non-Geographic Number used to reach CCA Net Conferences. Zone includes: Chile, China, Colombia, Egypt*, India, Indonesia, Latvia, Peru, Philippines, Saudi Arabia*, Thailand, UAE , Vietnam*, Venezuela,   |
| CCA Dial Out Access Zone A           | Per Minute | Dial Out rates for global locations. Zone includes: Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland, United Kingdom  |
| CCA Dial Out Access Zone C           | Per Minute | Dial Out rates for global locations. Zone includes: Australia, Hong Kong, New Zealand, Japan- Osaka & Tokyo,, Romania, South Korea   |
| CCA Dial Out Access Zone D           | Per Minute | Dial Out rates for global locations. Zone includes: Malaysia, Singapore, Slovenia, Taiwan, Turkey  |
| CCA Dial Out Access Zone E           | Per Minute | Dial Out rates for global locations. Zone includes: Czech Republic, Finland, Greece, Estonia, Norway, Slovakia   |
| CCA Dial Out Access Zone F           | Per Minute | Dial Out rates for global locations. Zone includes: Argentina, Brazil, Costa Rica *, Croatia, Hungary, Israel, Mexico, Panama, Poland, Portugal*, Russia, South Africa, Uruguay  |
| CCA Dial Out Access Zone G           | Per Minute | Dial Out rates for global locations. Zone includes: Chile, China, Colombia, Egypt*, India, Indonesia, Latvia, Peru, Philippines, Saudi Arabia*, Thailand, UAE , Vietnam*, Venezuela,   |
| CCA Dial Out Access Zone H           | Per Minute | Dial Out rates for global locations. Zone includes: Andorra, Benin, Botswana, Brunei, Bulgaria, Costa Rica, Georgia, Ghana, Gibraltar, Guadeloupe, Iceland, Kuwait, Kyrgyzstan, Lebanon, Liechtenstein, Lithuania, Macau, Malawi, Mongolia, Namibia, Puerto Rico, Saipan, San Marino, Swaziland, Uganda, Ukraine, US Virgin Islands, Uzbekistan, |
| CCA Dial Out Access Zone I           | Per Minute | Dial Out rates for global locations. Zone includes: Albania, Algeria, American, Samoa, Angola, Armenia, Aruba, Belize, Bolivia, Burundi, Ecuador, El Salvador, Faroe Islands, French Guiana, Iran,   |

|                            |            |  |
|----------------------------|------------|--|
|                            |            | Kazakhstan, Laos, Lesotho, Macedonia, Malta, Mozambique, Nicaragua, Niger, Paraguay, Rwanda, Sri Lanka, St. Pierre and Miquelon  |
| CCA Dial Out Access Zone J | Per Minute | Dial Out rates for global locations. Zone includes: Bahrain Bangladesh Bhutan Cameroon French Polynesia Jordan Mauritius Oman Pakistan Suriname Tajikistan Yemen Arab Republic Zambia  |
| CCA Dial Out Access Zone K | Per Minute | Dial Out rates for global locations. Zone includes: Cambodia Cape Verde Islands Chad Comoros Islands Djibouti Ethiopia Fiji Islands Guyana Honduras Kenya Mali Marshall Islands Myanmar Nepal New Caledonia Qatar Sudan Tanzania Tonga Western Samoa |
| CCA Dial Out Access Zone L | Per Minute | Dial Out rates for global locations. Zone includes: Antarctica Iraq Micronesia Nauru Niue Island Palau Syria Tuvalu Wallis Futuna  |

- **Source of measurement:** Supplier CMDB Dial Out rates for global locations. Zone includes:
- **Measurement Type: Point** measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes



### 2.8.7 Cloud Connected Audio Access Minutes Global

- **“Cloud Connected Audio Access Minutes Global”** will be a Resource Unit.
- **Unit of measurement:** Per Minute
- **Resource Unit Definition:** If user doesn't join from an IP trunking location, they join via PSTN, CCA off net (per rminute) rates apply depending on where they joined from and how they joined (Toll/TF, dial in or dial out).

| Line Item                      | Unit of Measure |  |
|--------------------------------|-----------------|--|
| CCA IP Meet Me/<br>IP Dial Out | Per Minute      | IP Dial Out allows leaders to dial out to participants. IP Dial Out provide an IP Meet Me number for participants to join audio conferences from SIP endpoints.  |
| CCADial Out                    | Per Minute      | Dial Out allows leaders to dial out to participants. Dial Out is available with Premier and Standard Service. It is also available on the Web Moderator tool as an addition to the Instant Meeting product.  |
| CCA Inbound Toll               | Per Minute      | Standard Service is reserved in advance and is an attended service that provides two entry methods: i) a Conference Coordinator greets and announces participants as they dial in; or ii) the call leader and participants are given a numeric passcode to automatically enter the conference. The Conference Coordinator will leave from the conference call after the conference call begins, but will monitor the conference call. Participating callers can recall the Conference Coordinator at any time during the conference call by entering a pre-assigned code. Conference leader will receive a USA toll-free number with a leader passcode and participant passcode. |
| CCA Inbound Toll Free          | Per Minute      | IP Audio Conferencing Instant Meeting subscriptions provide for an IP Meet Me number for participants to join audio conferences from SIP endpoints. Requires Supplier PIP service.   |

- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Point measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

### 2.8.8 Best+ CCL Coverage

- **“Best+ CCL Coverage”** will be a Resource Unit.
- **Unit of measurement:** Per Concurrent Call (CCL) above committed CCL level.
- **Resource Unit Definition:** Sites will be billed for the number of concurrent calls above the committed number at any time during the month.
- **Source of measurement:** Supplier CMDB
- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA’s and Customers’ existing VDN Environment: Yes

**2.8.9 IP Contact Center Usage**

- **“IP Contact Center Usage”** will be a Resource Unit.
- **Unit of measurement:** Per minute of use.
- **Resource Unit Definition:** IP Contact Center supports Toll Free calling and is intended for use with existing and future Contact Center applications throughout the Commonwealth.

| Line Item  | Unit of Measure | Description  |
|--|-----------------|--|
| IP Toll Free Services  | Per Minute      | Inbound extends the Supplier’s traditional Toll Free network to enable Voice over IP terminations via standard types of access such as Internet Dedicated access and Private IP.                                       |
| Local Origination Access Charges, Switched Termination, Without IP IVR | Per Minute      | Calls made to local telephone numbers are enabled with the same capabilities of intelligent call routing, treatment and management typically used to connect toll-free calls to contact centers (“Local Origination”). |

**Measurement:** Supplier CMDB

- **Measurement Type:** Period measurement
- **Costs recovered:**
  - All labor and Supplier Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Licenses necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Software Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware/Equipment necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes
  - All Hardware Maintenance necessary to manage, maintain, and enhance the service environment and to provide the Solution: Yes

- All services and project activities (including installation and discontinuance), but not including the initial one-time migration from VITA's and Customers' existing VDN Environment: Yes

Virginia Information Technologies Agency



**Exhibit 4.6  
Equipment Assets**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

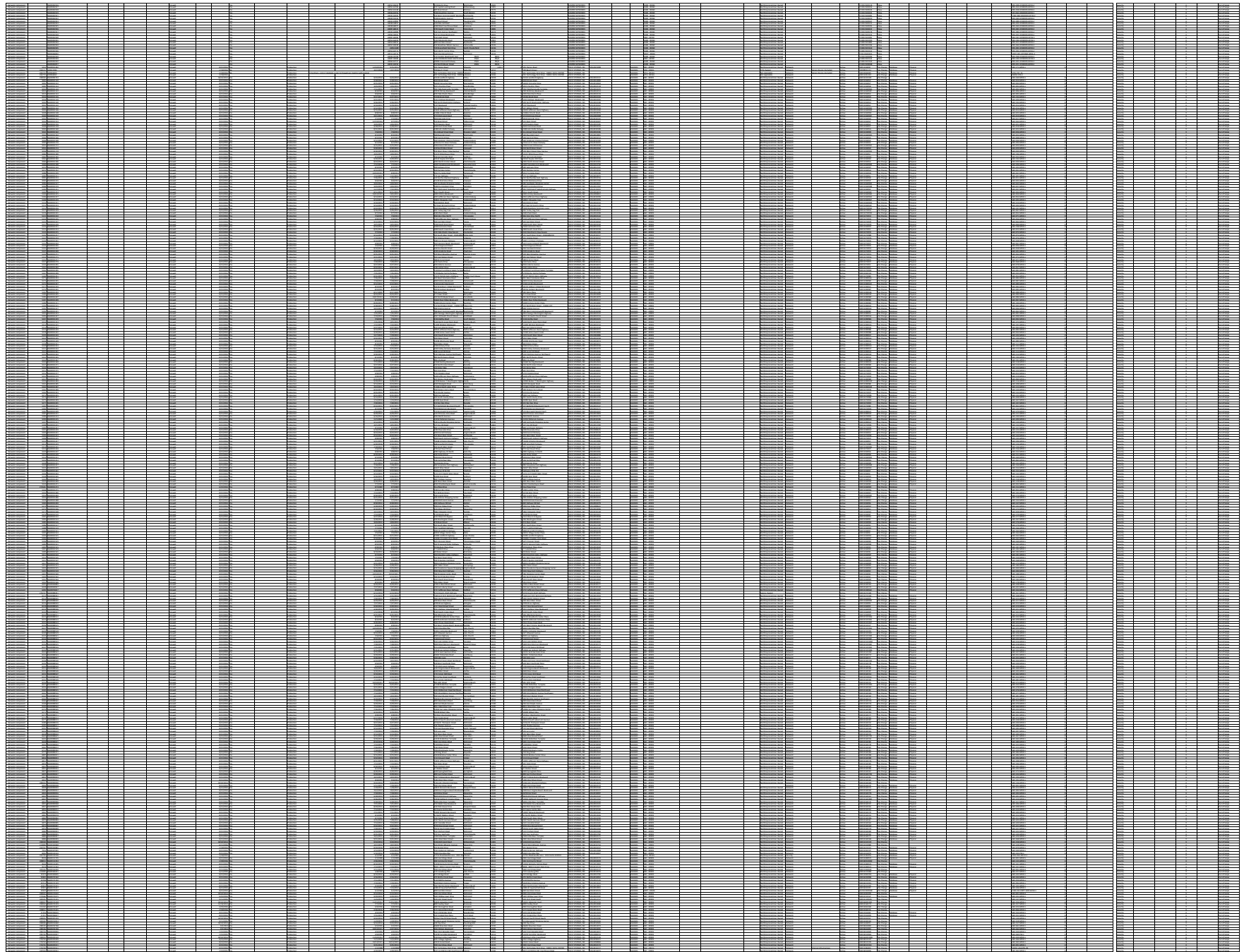
## INTRODUCTION

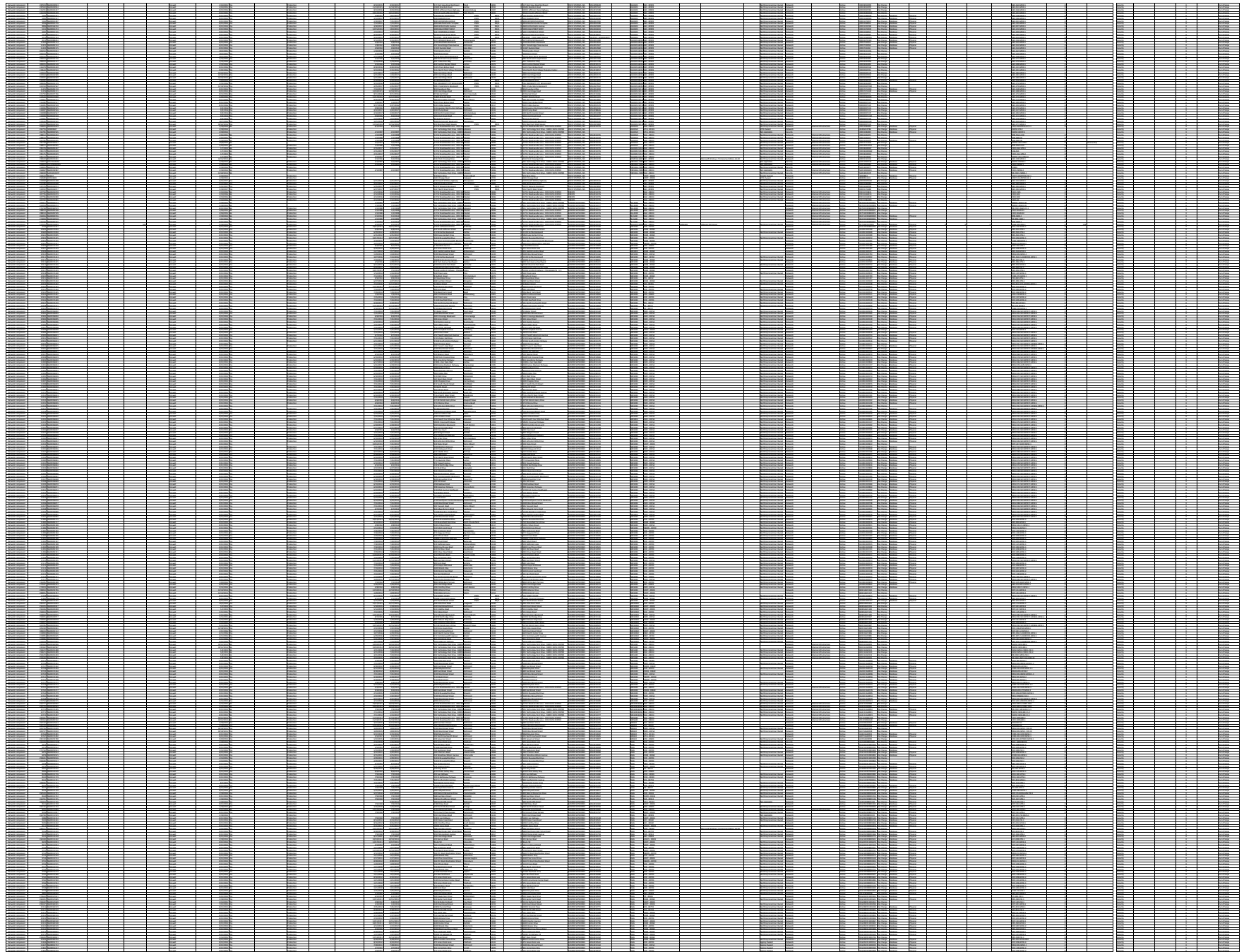
This list represents the best information currently available to VITA about the assets that exist in the voice and data network at the Effective Dat

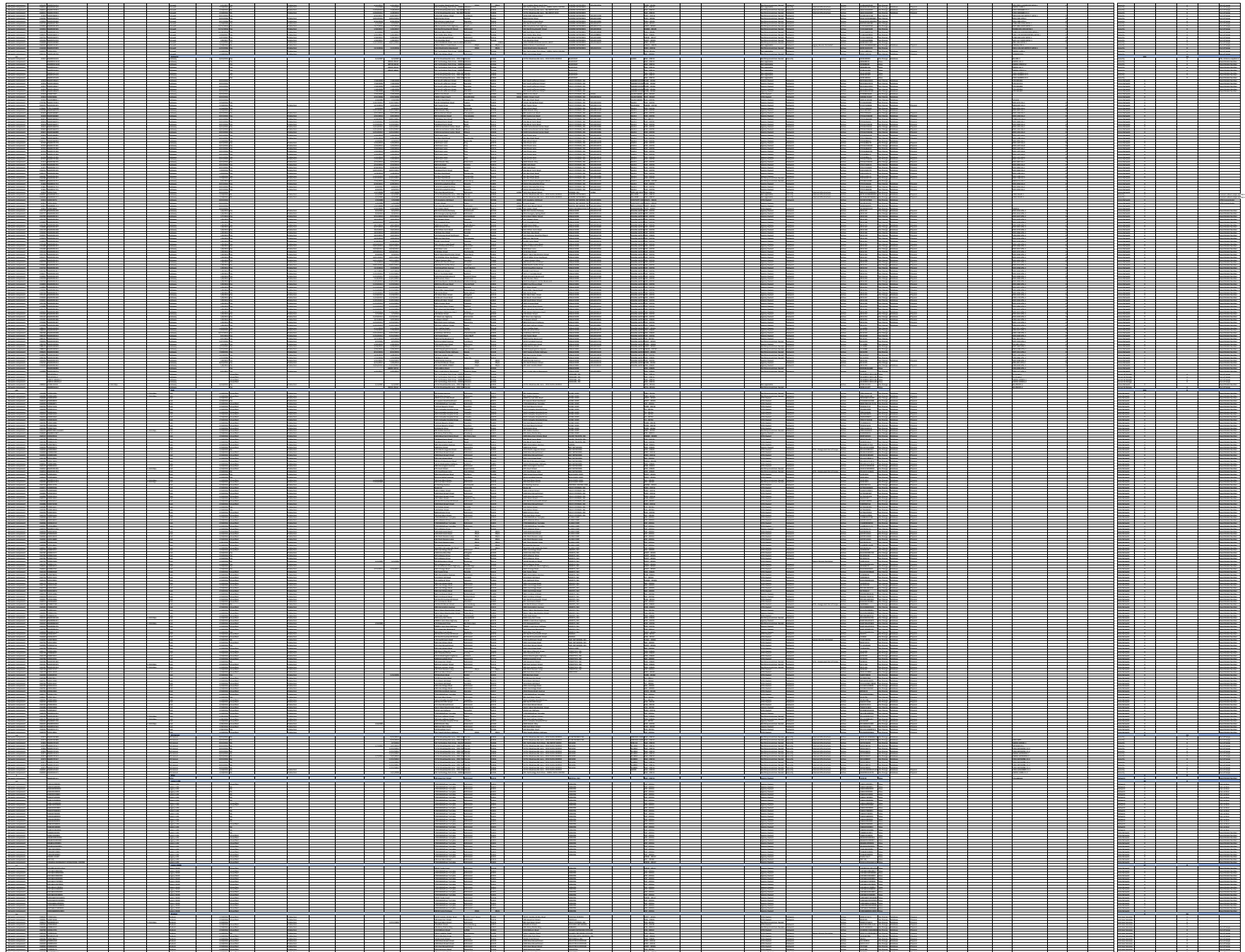
.e.

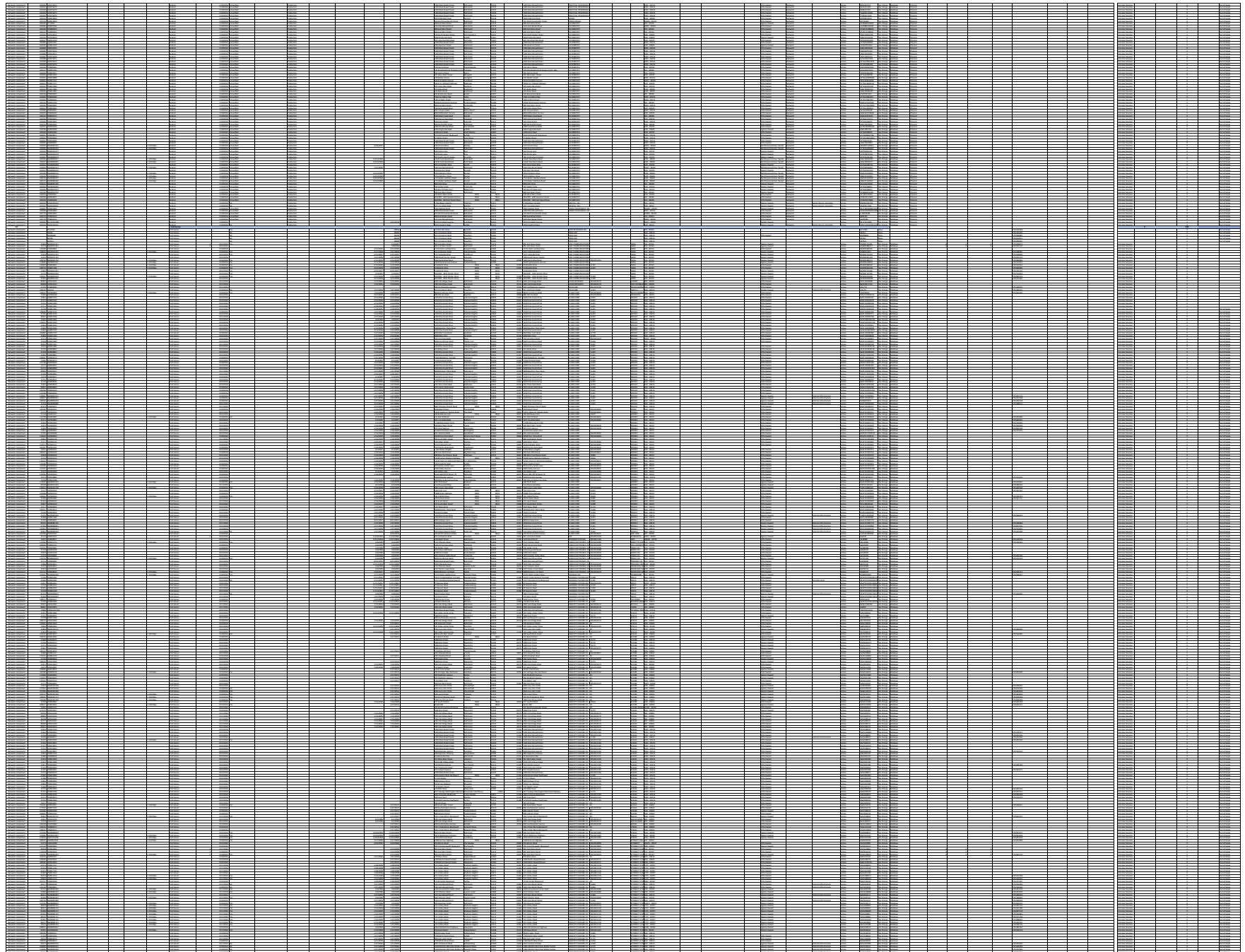


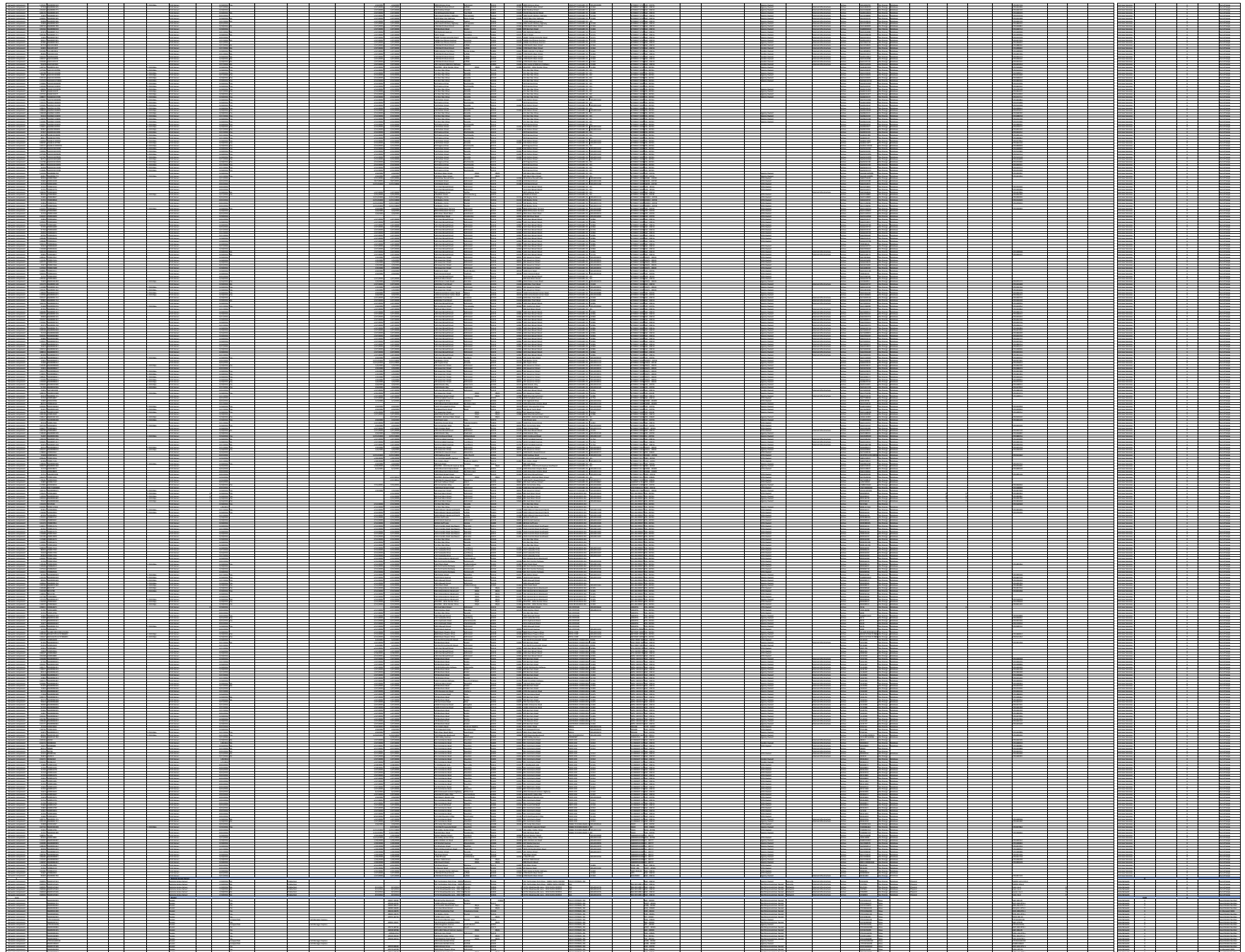


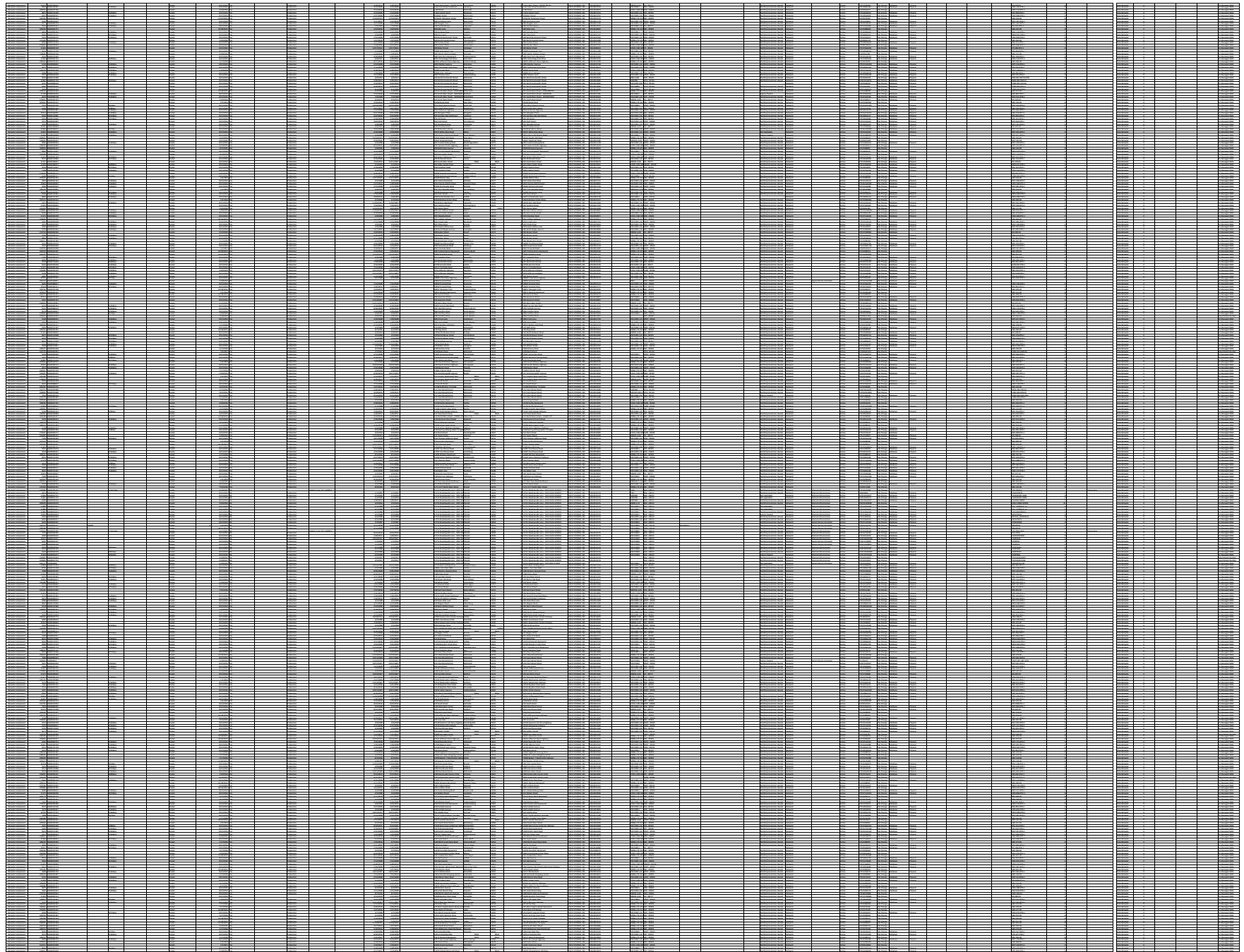






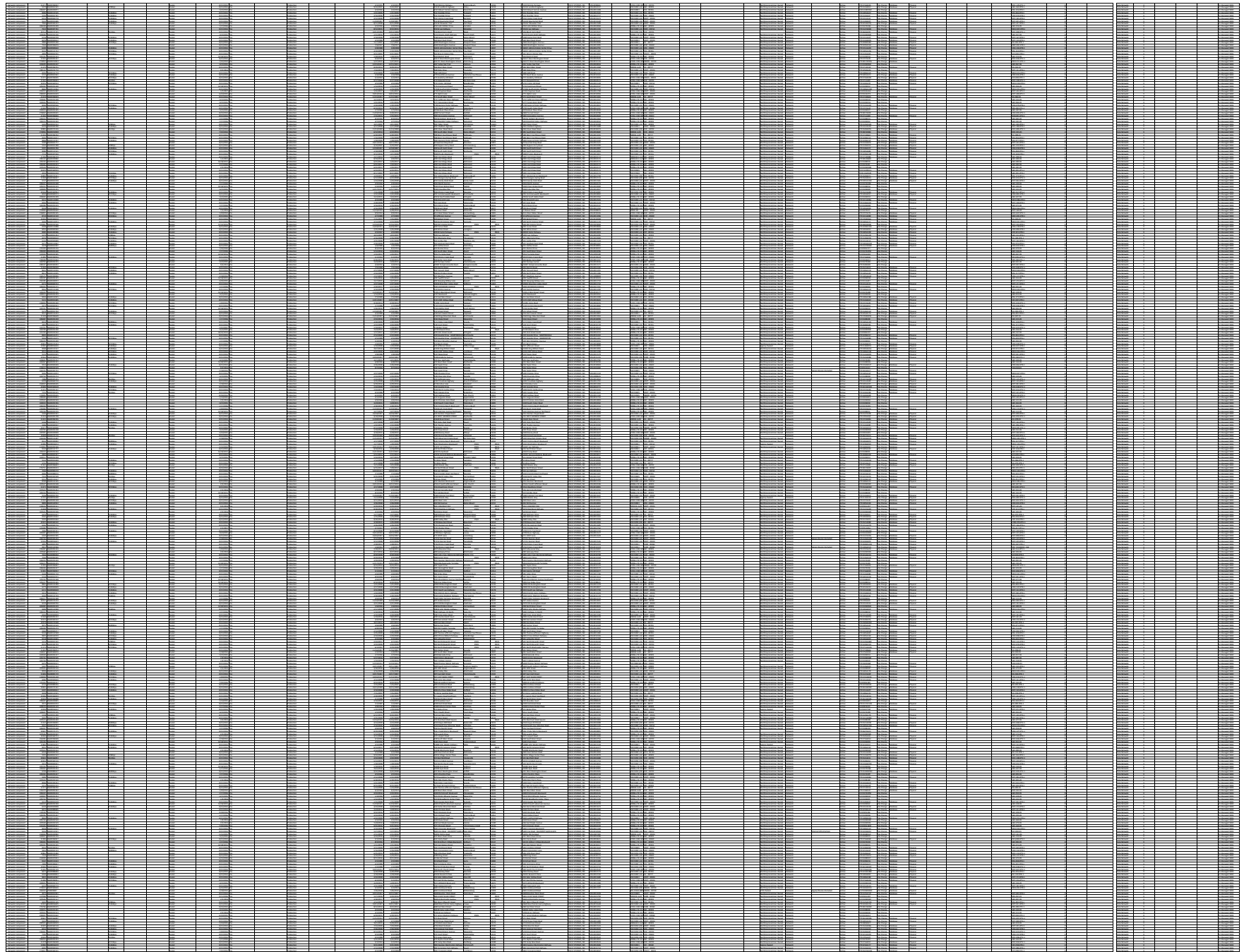


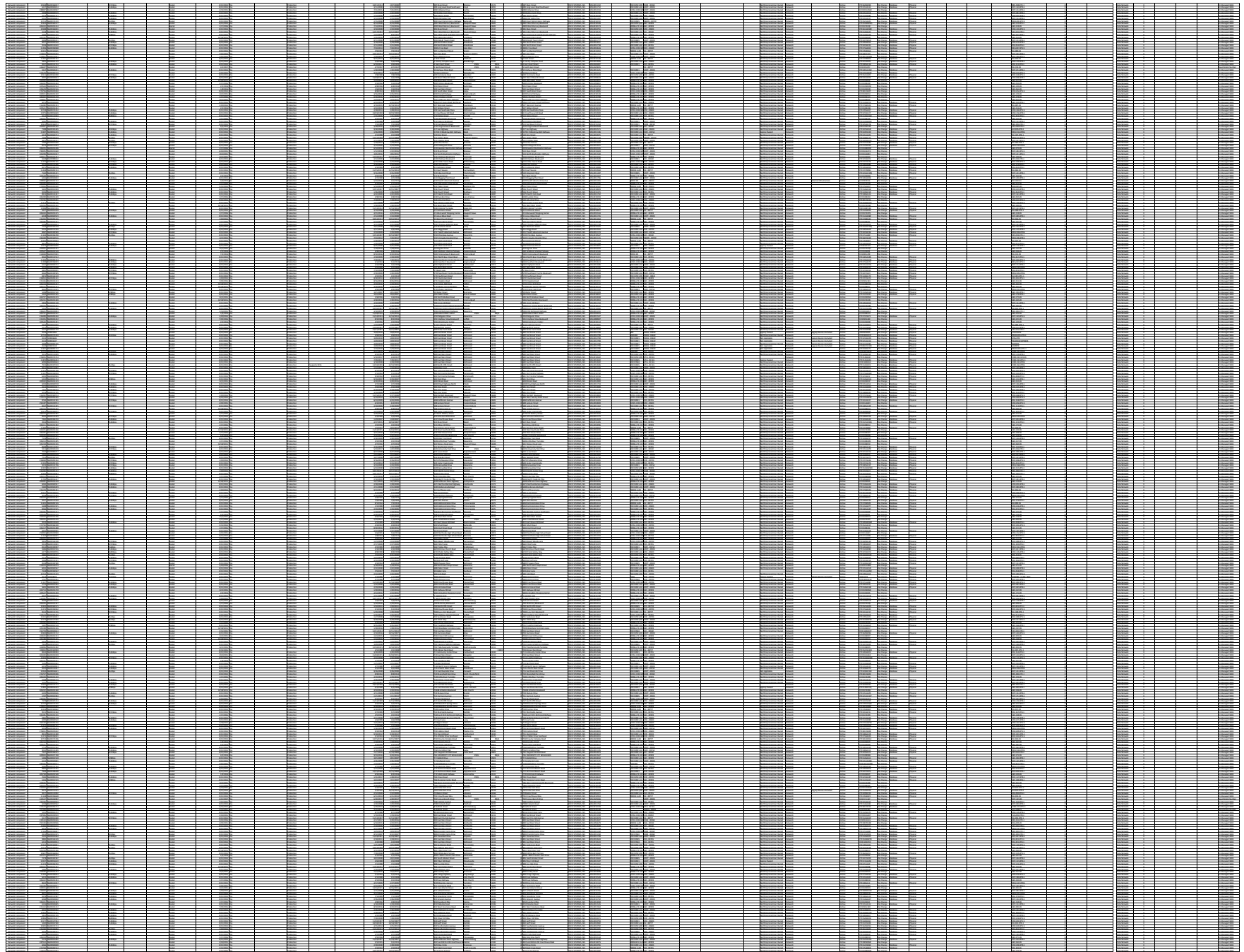


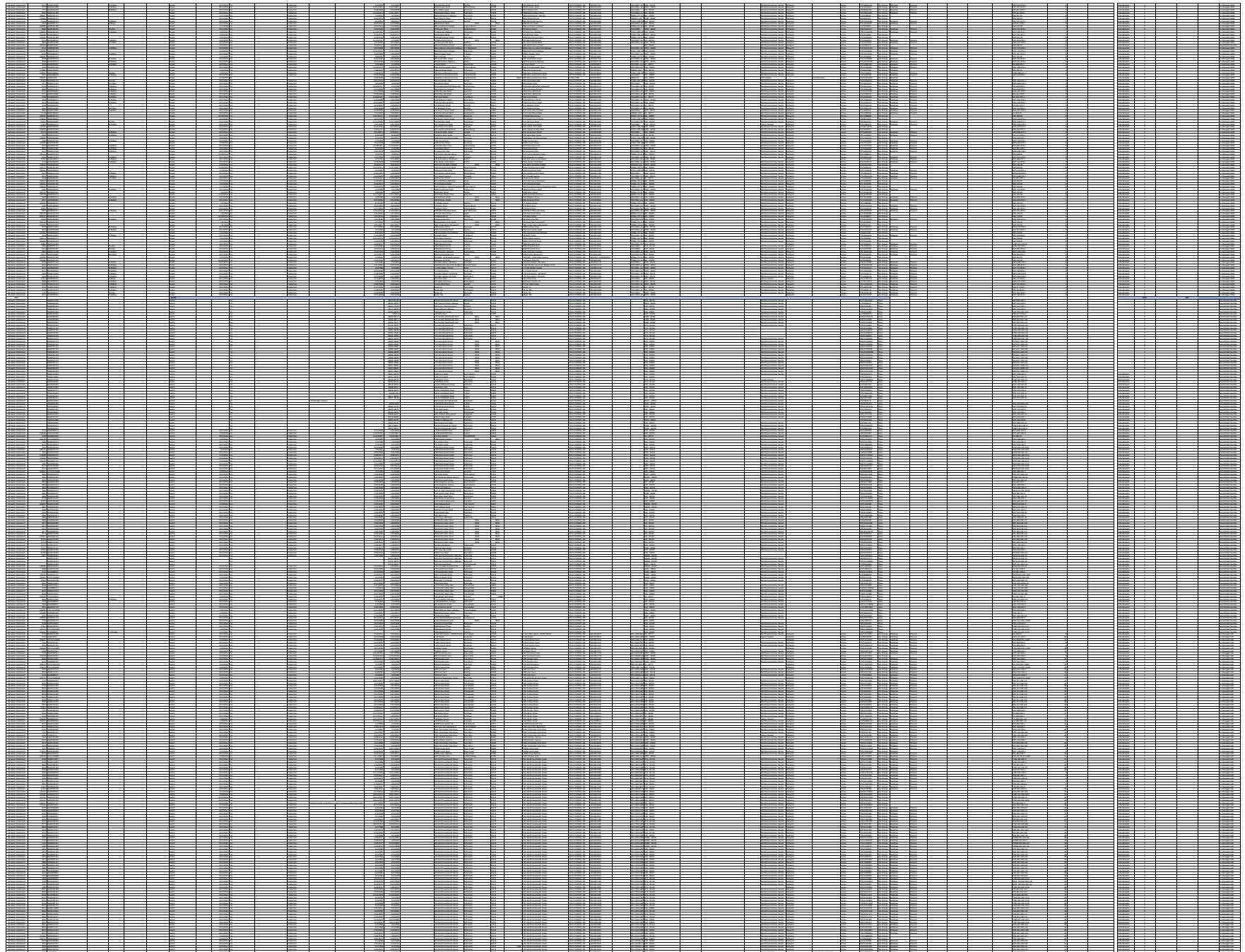


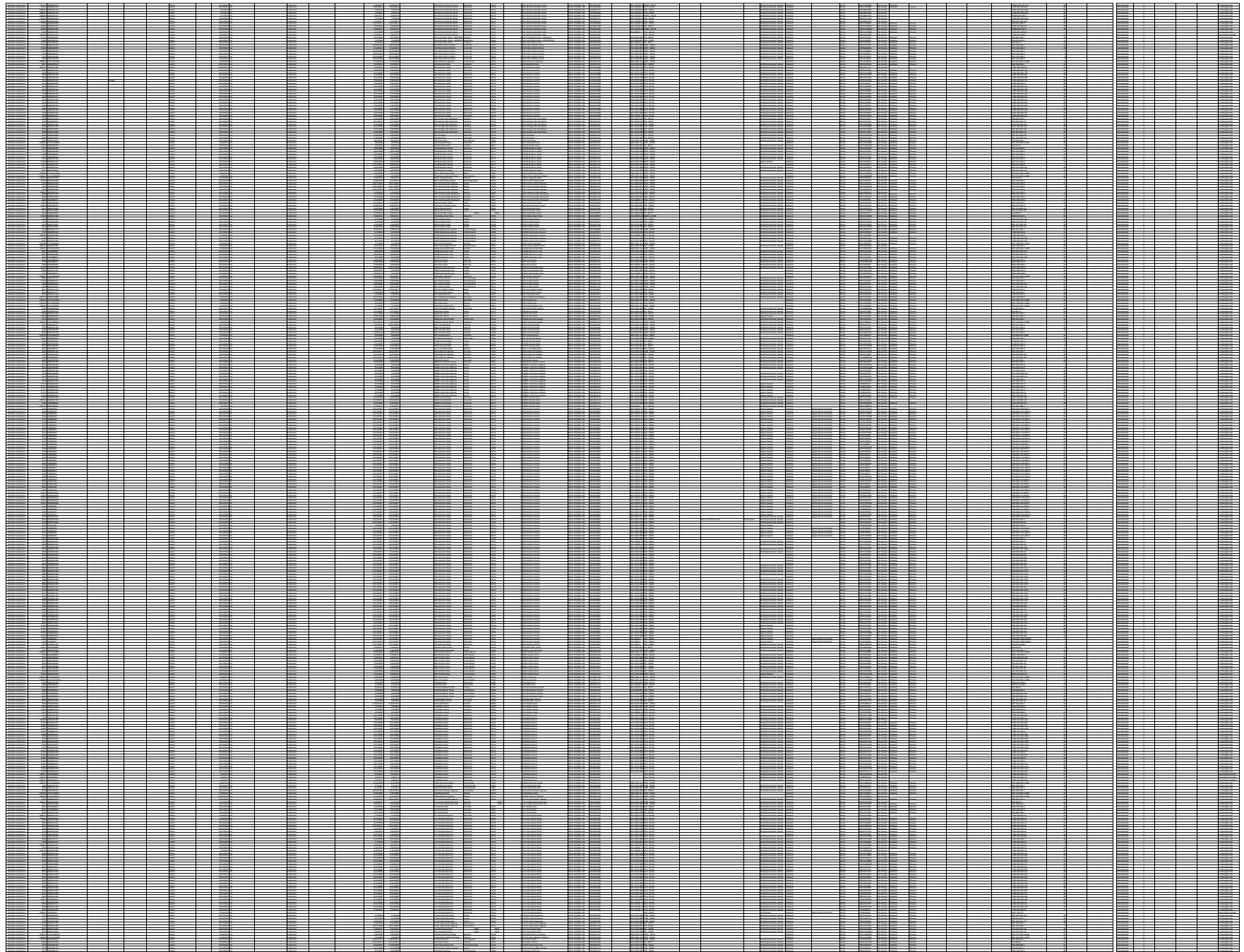


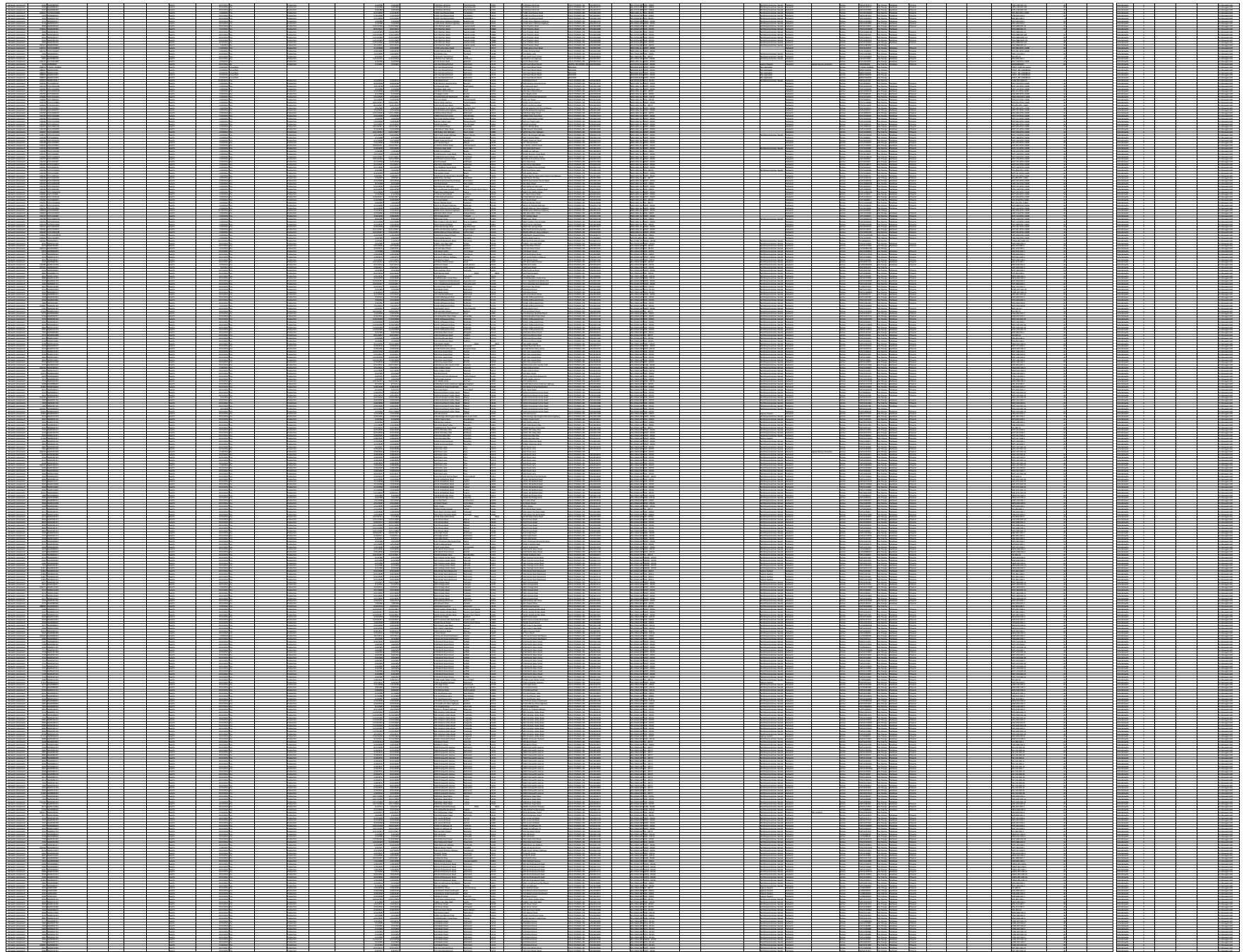


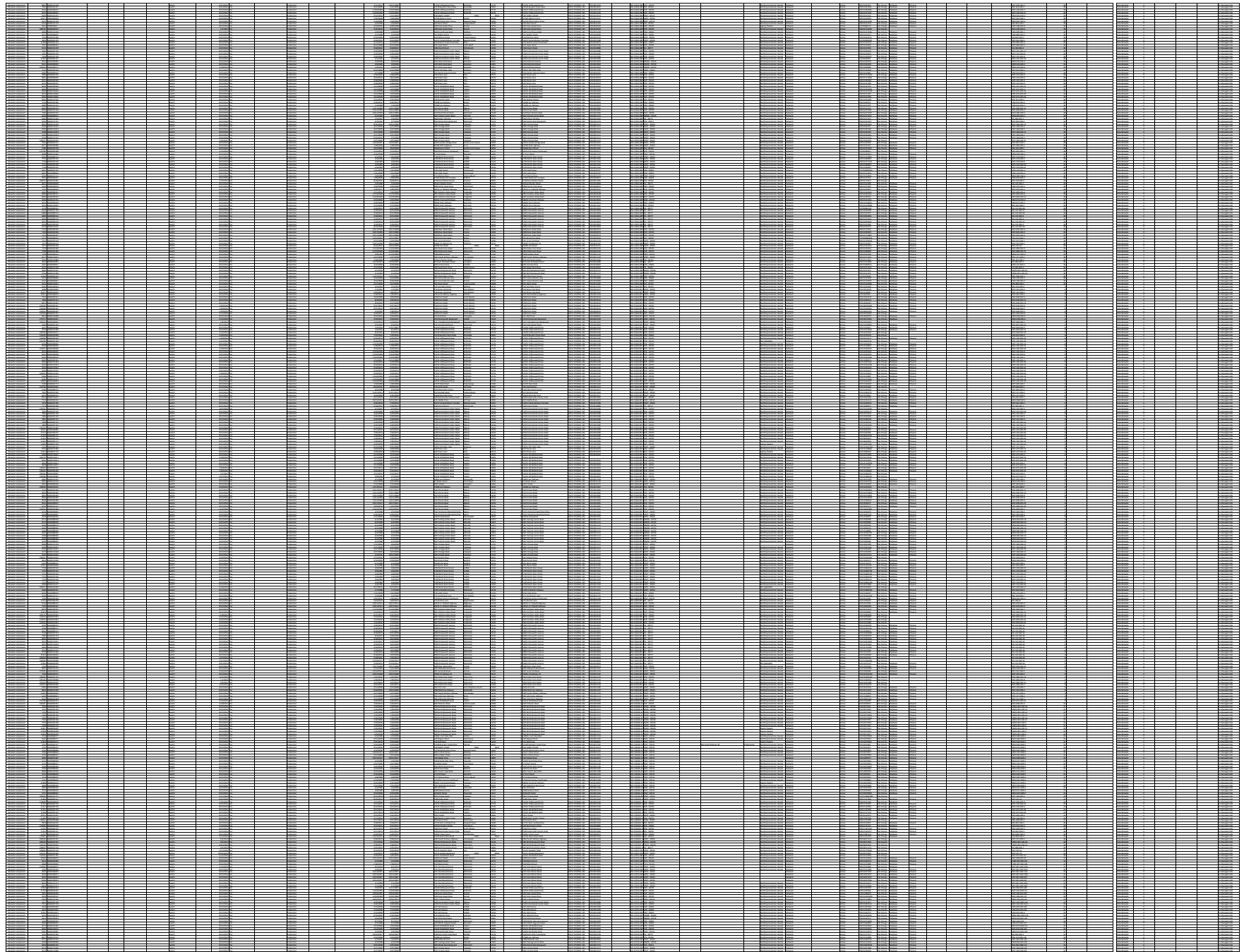


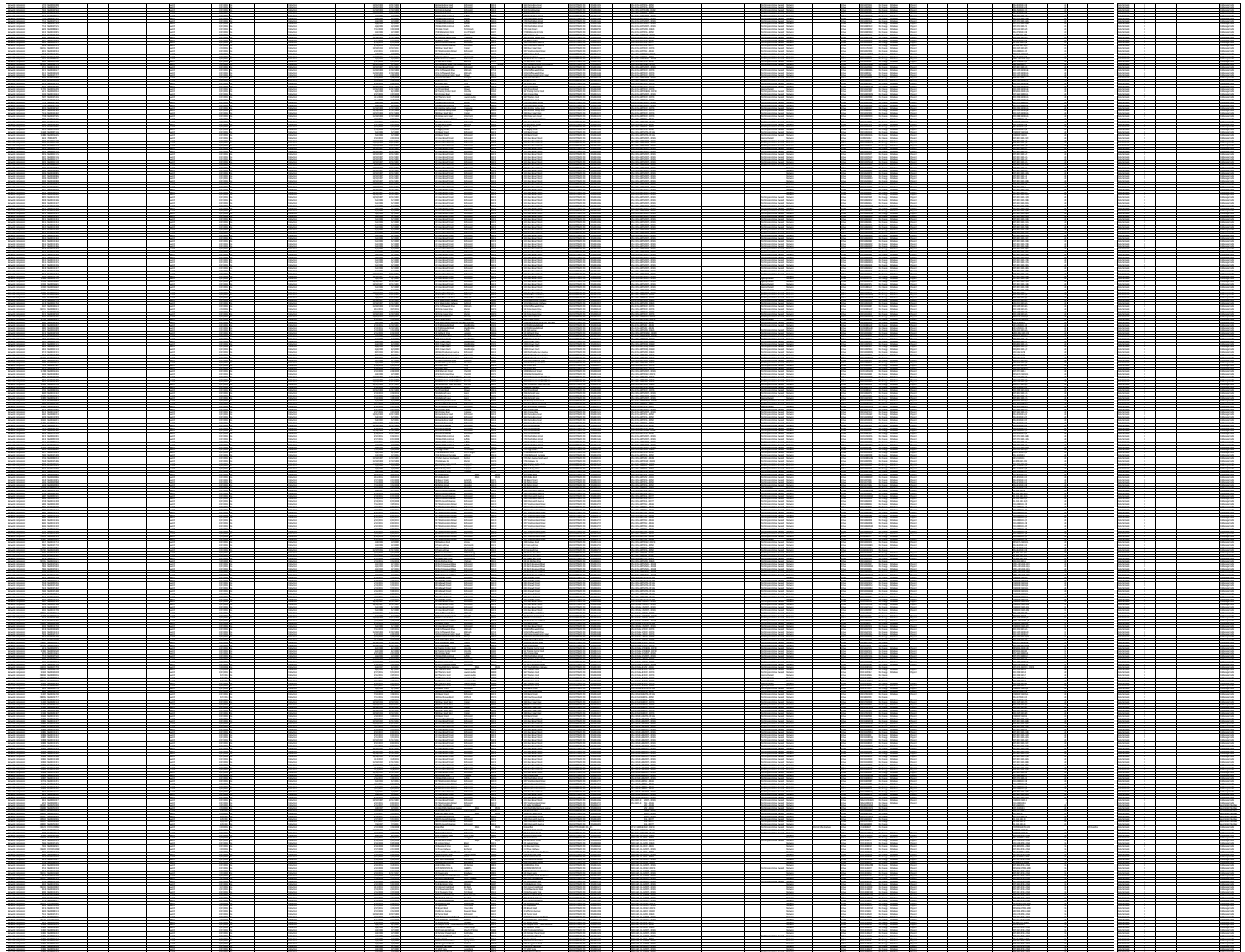


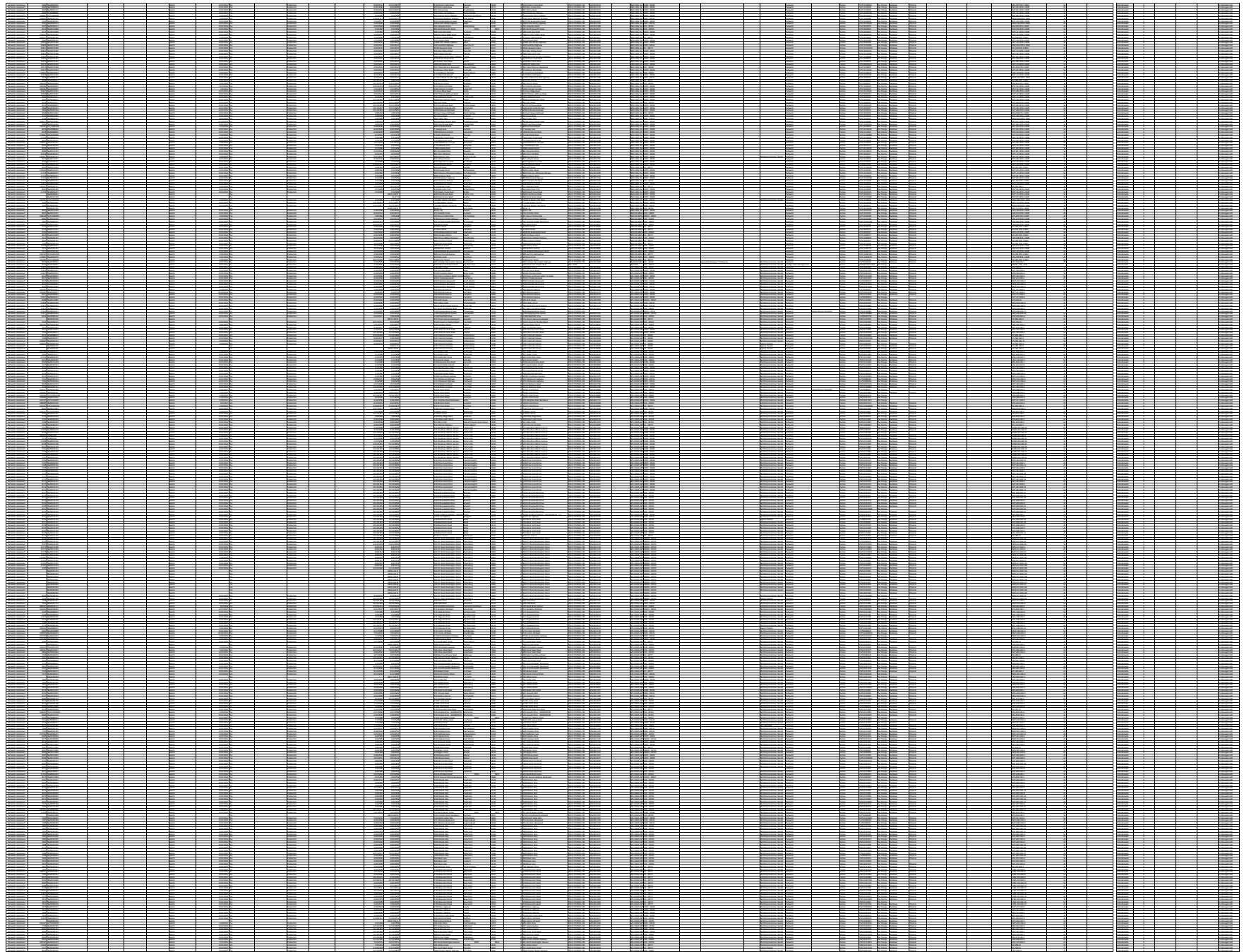




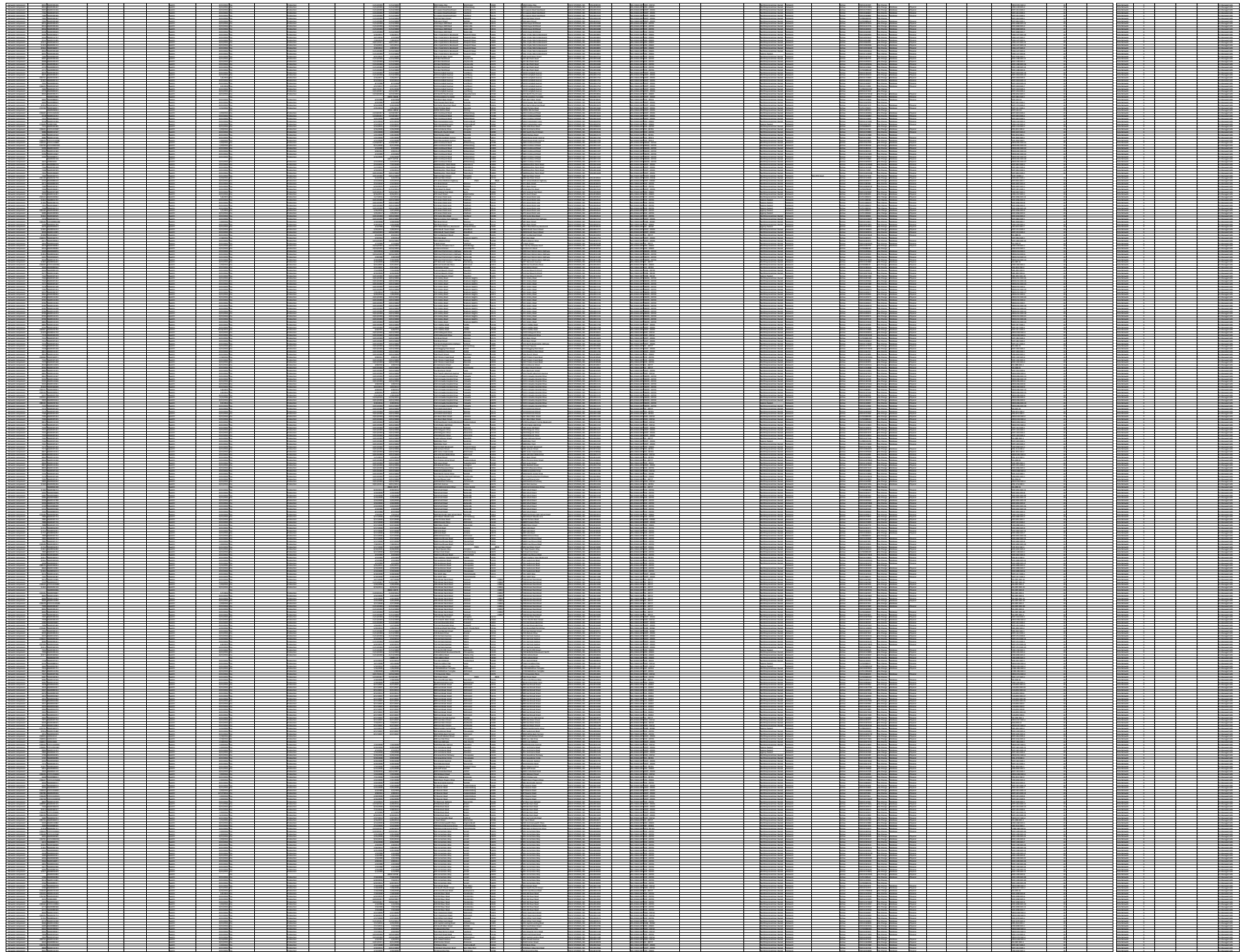


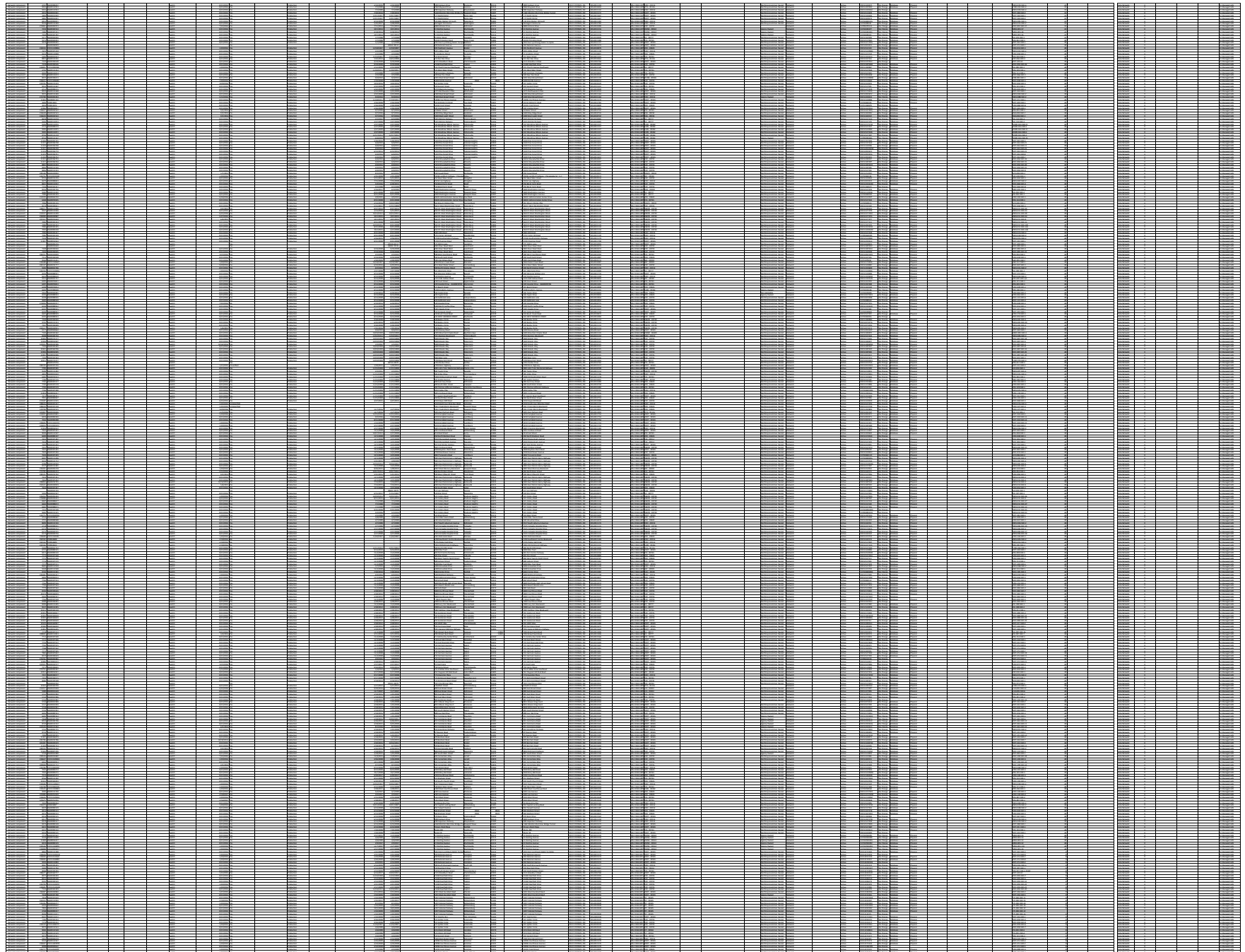


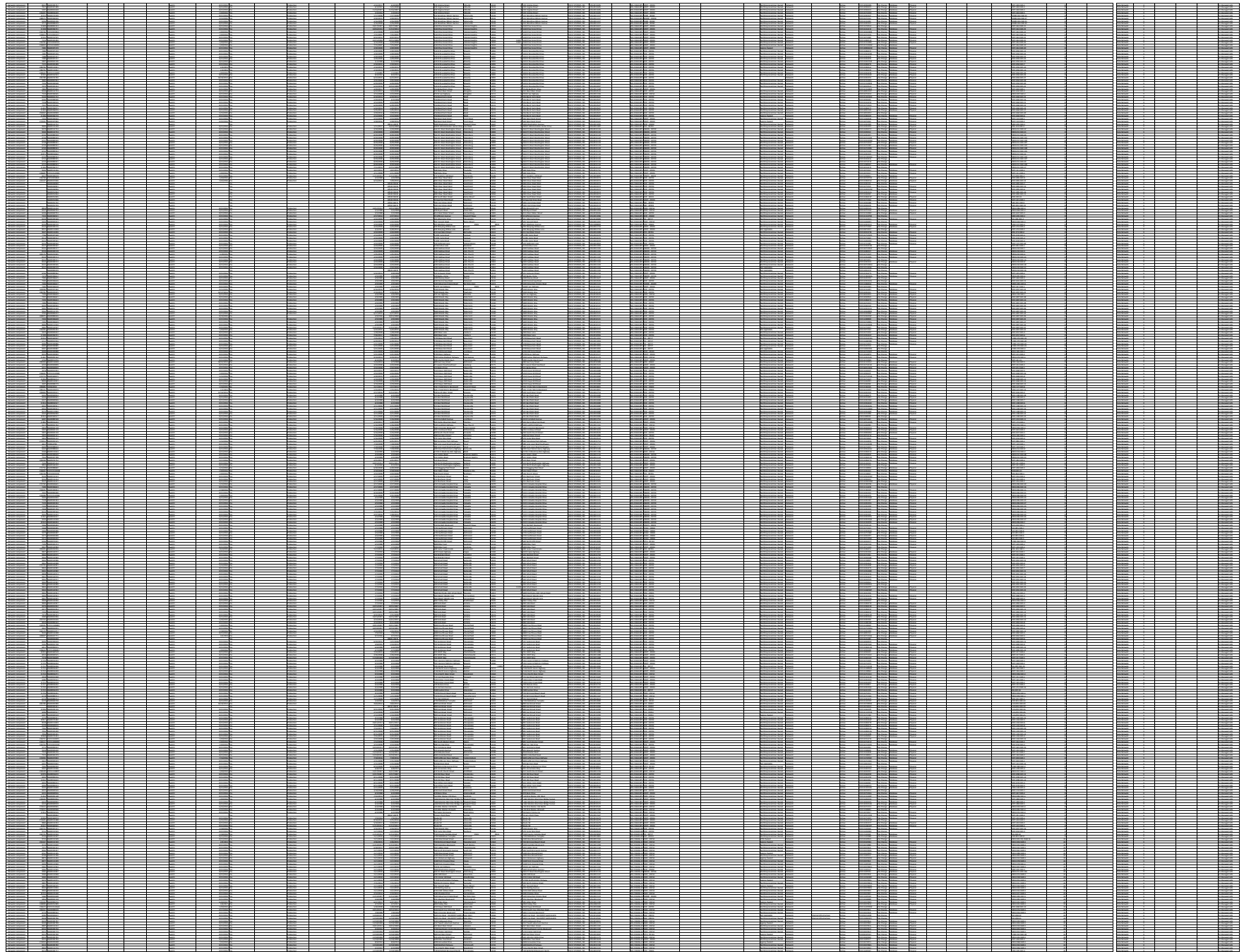


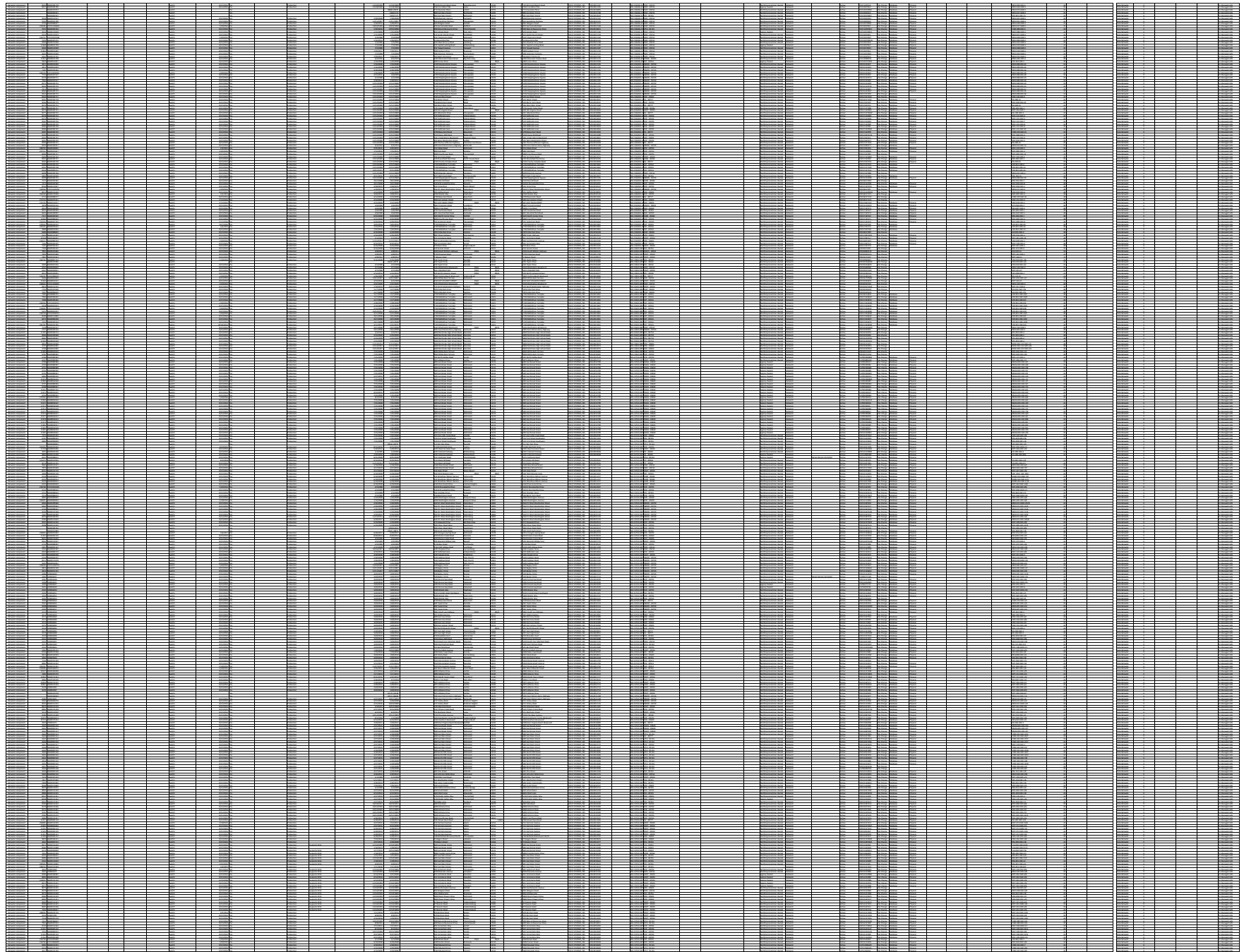


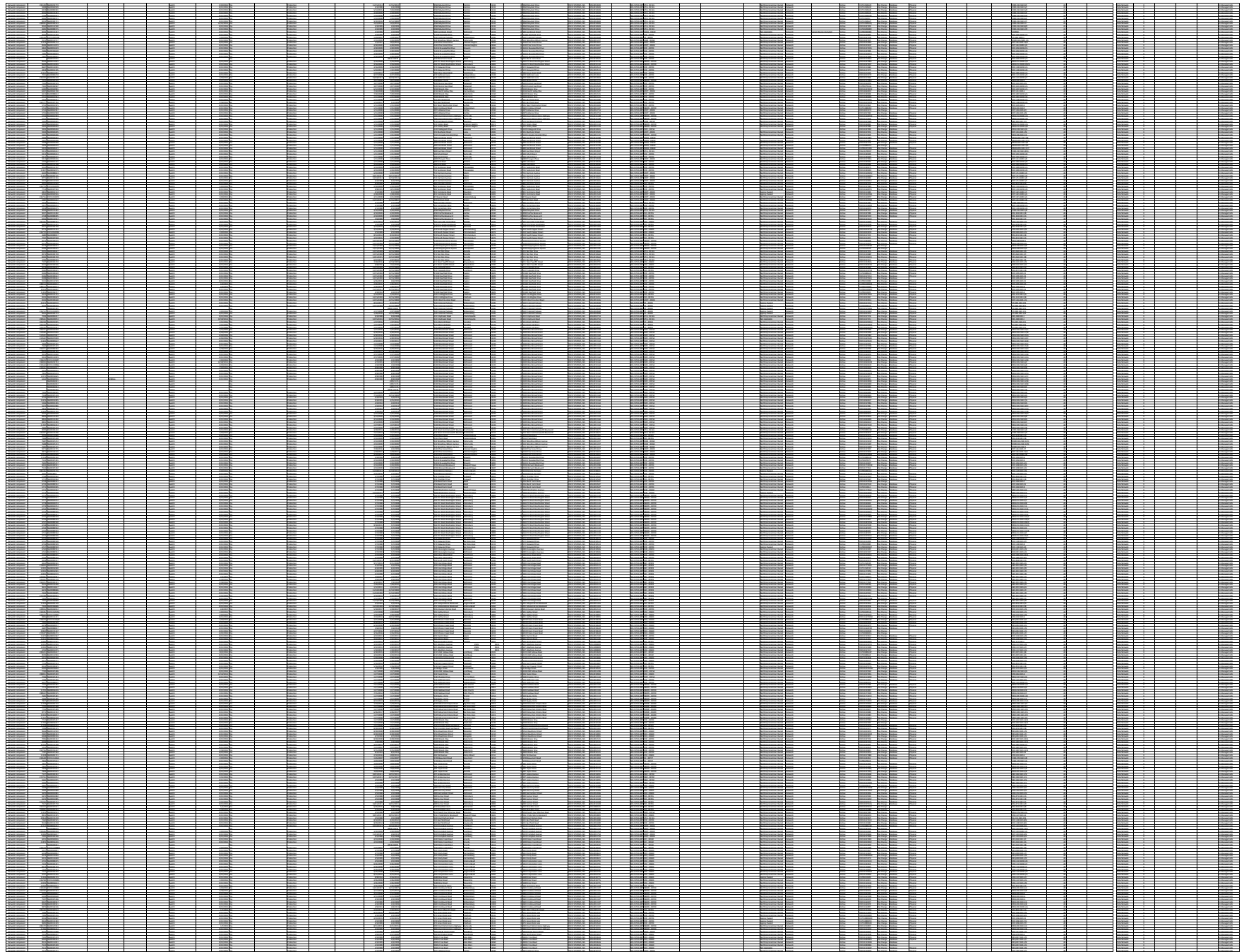


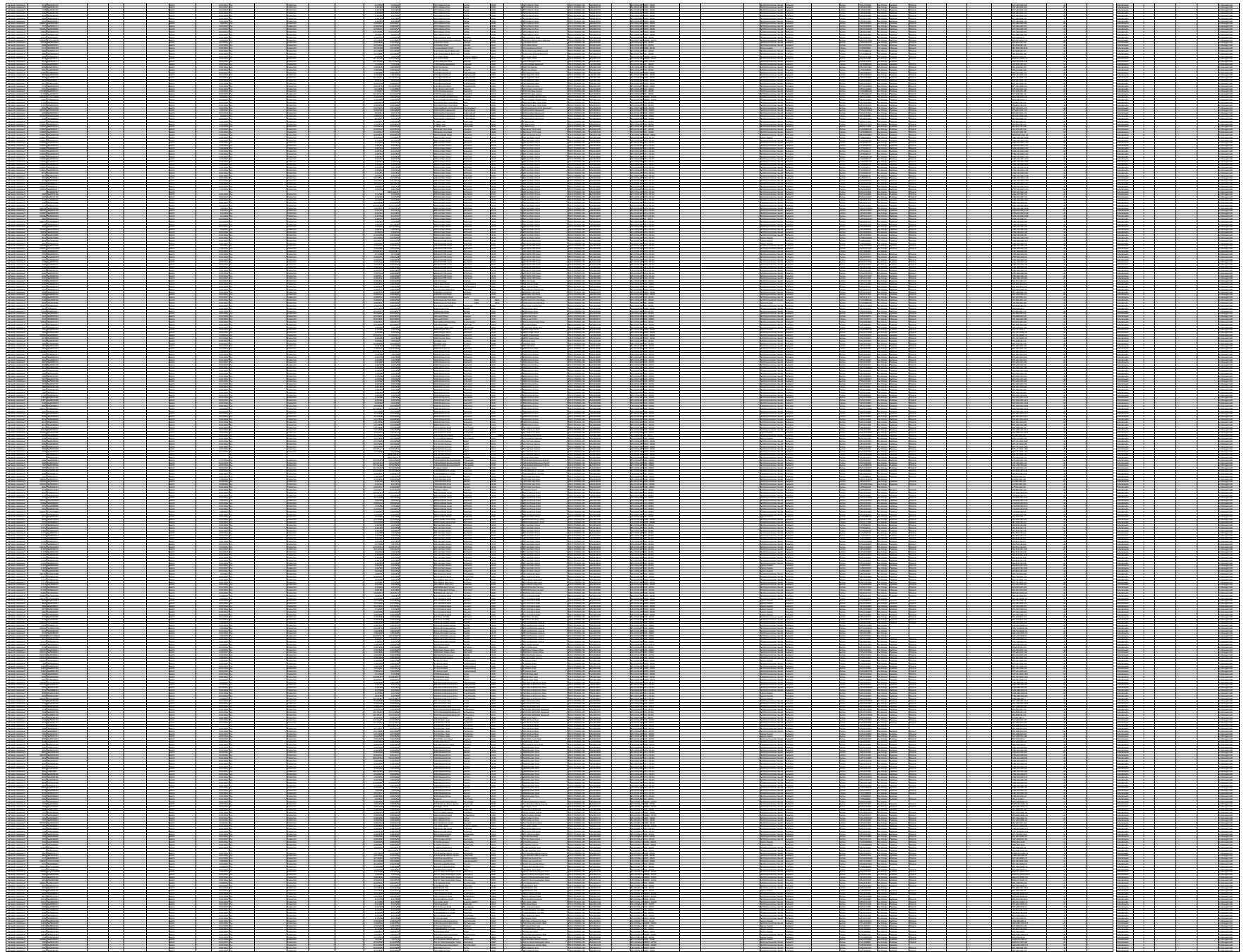


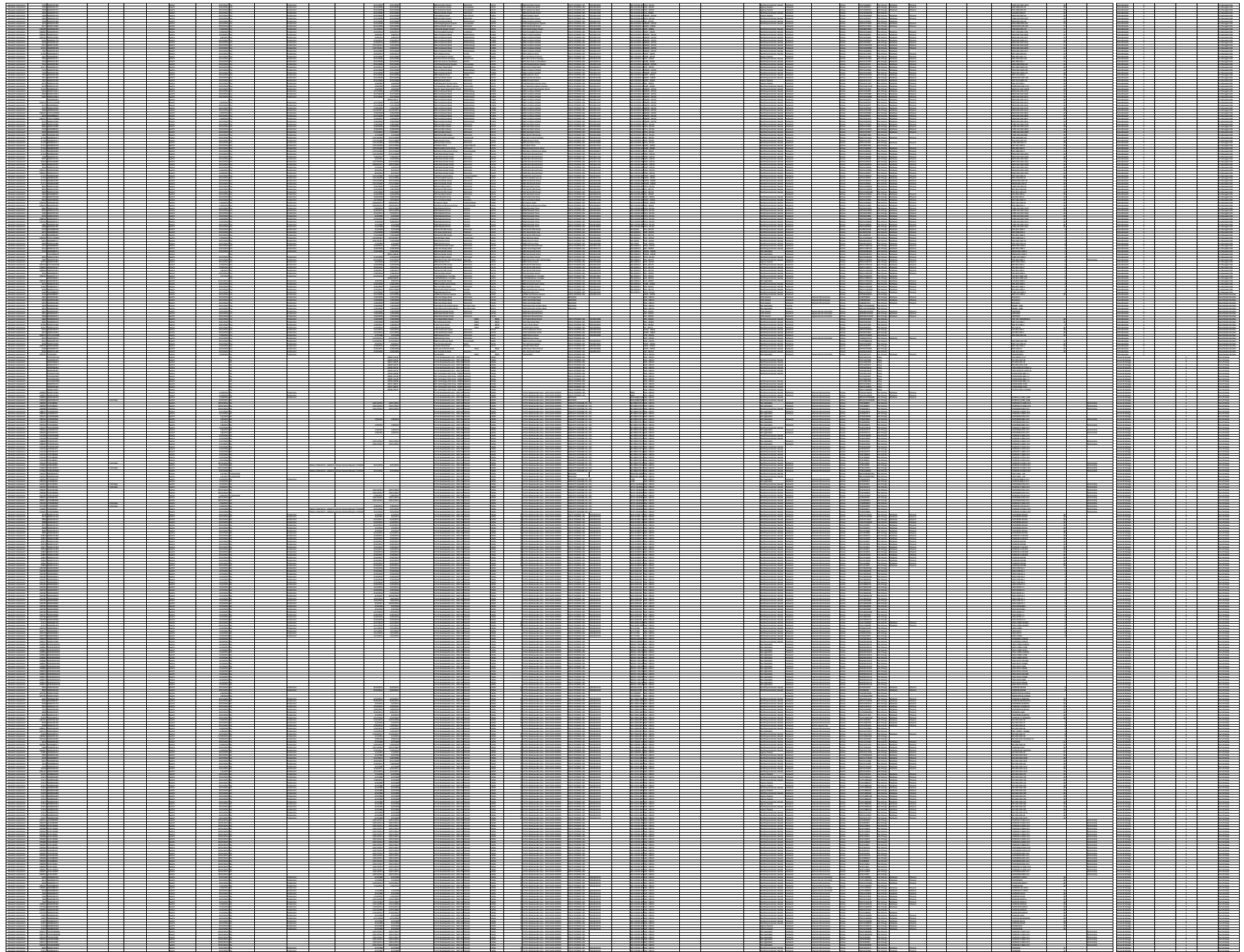


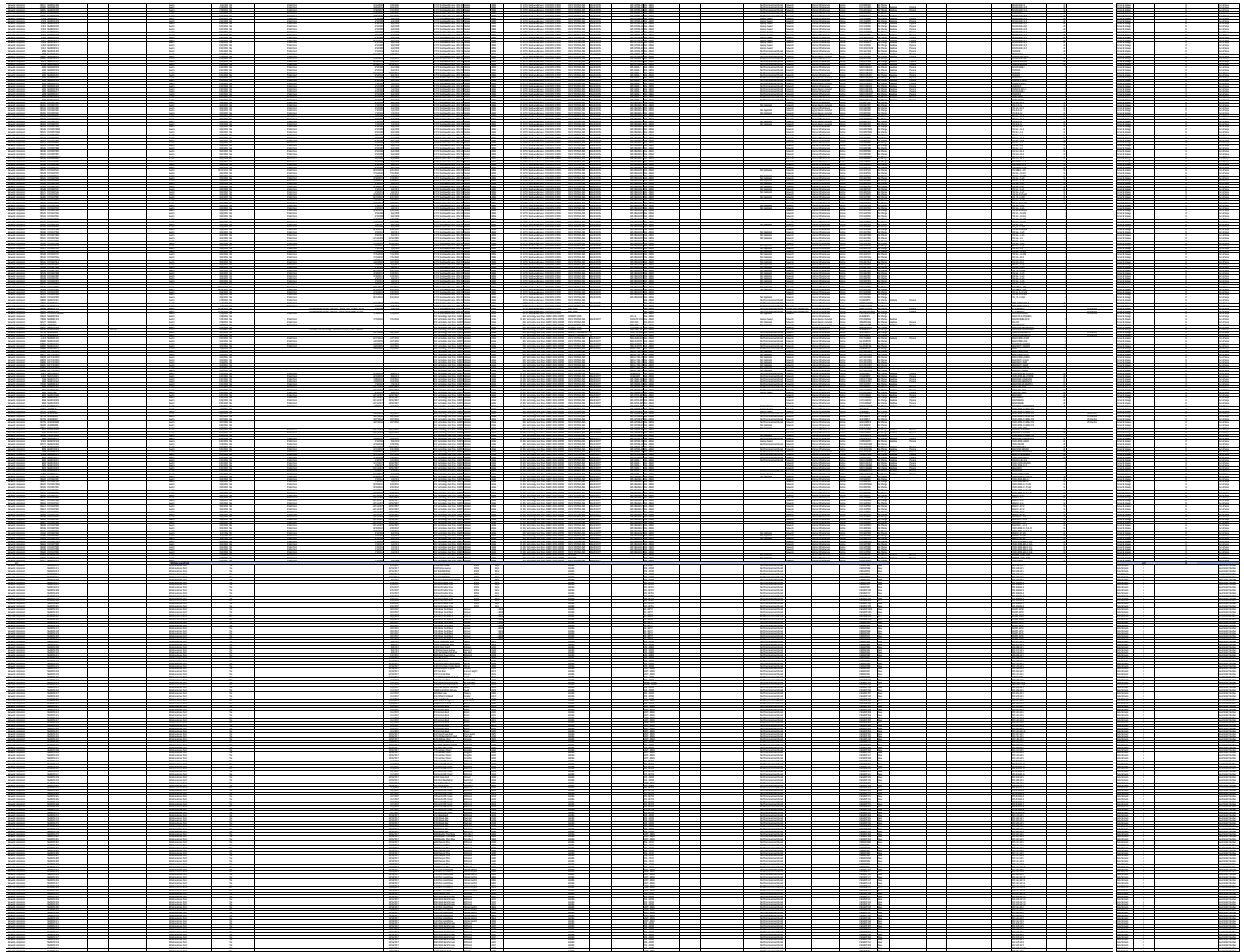




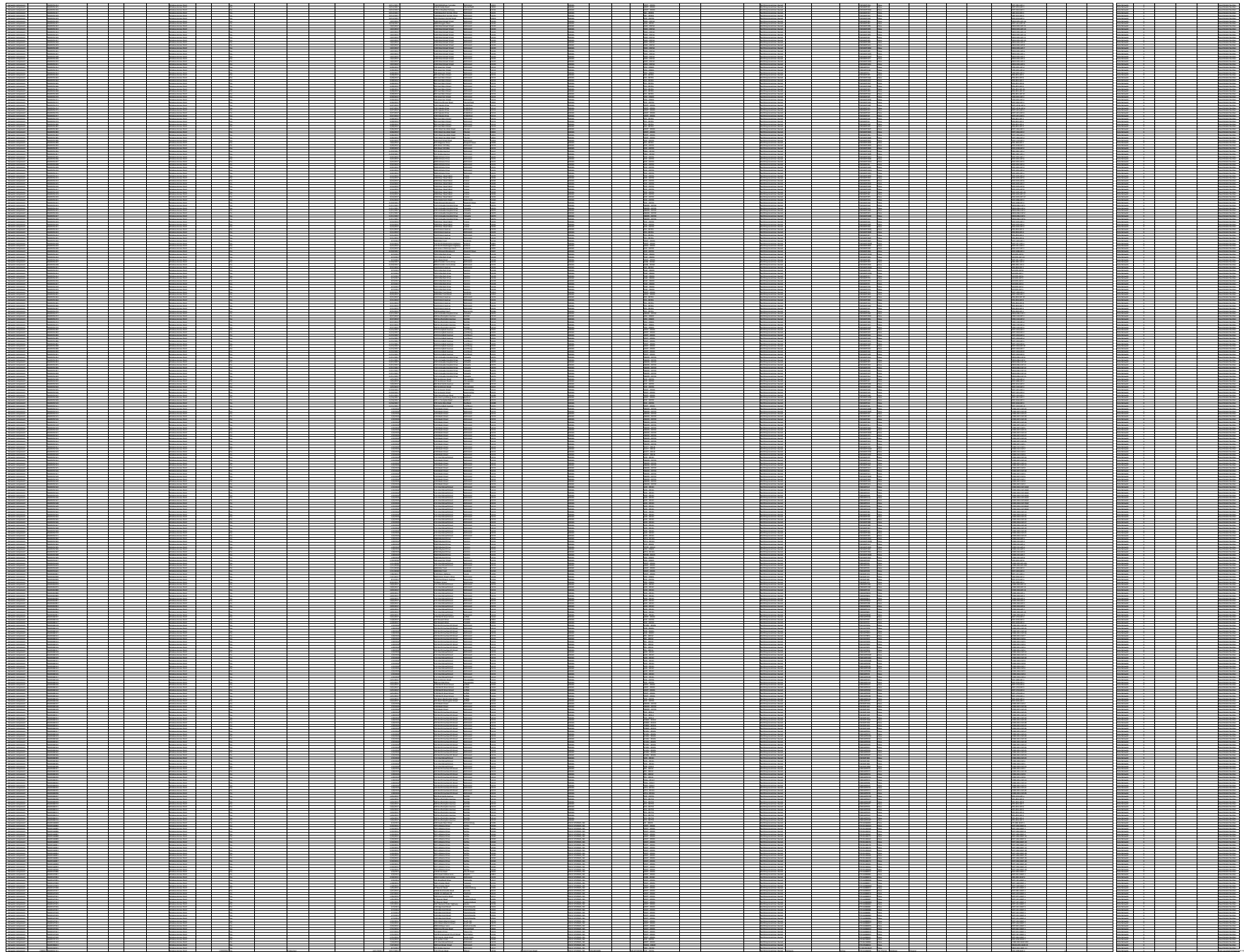


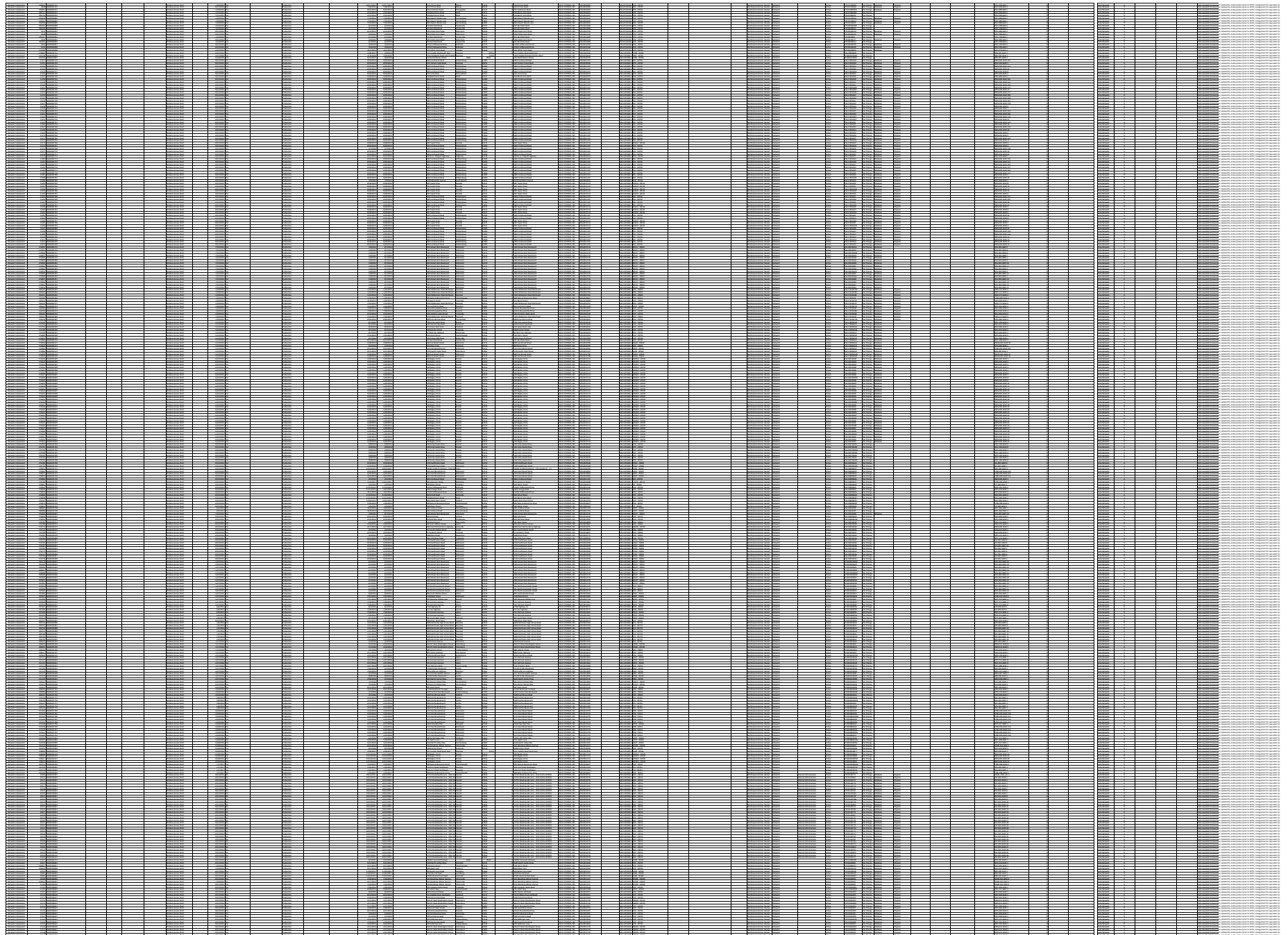
















This image shows a sheet of graph paper with a grid of small squares. The grid is composed of 30 columns and 20 rows. A vertical margin line is positioned on the right side, creating a narrow column of 2 columns wide. The grid is otherwise empty, with no text or markings.





























—

—

—

—







—

—

—

—









—

—



—

—

—

—



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the accuracy of the information gathered.

3. The third part of the document focuses on the interpretation and analysis of the collected data. It discusses the various statistical and analytical tools used to identify trends and patterns in the data.

4. The fourth part of the document discusses the implications of the findings and the potential impact of the research. It highlights the need for further research and the importance of sharing the results with the relevant stakeholders.

5. The fifth part of the document provides a summary of the key findings and conclusions. It emphasizes the importance of maintaining accurate records and the need for transparency and accountability in financial reporting.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the accuracy of the information gathered.

3. The third part of the document focuses on the interpretation and analysis of the collected data. It discusses the various statistical and analytical tools used to identify trends and patterns in the data.

4. The fourth part of the document discusses the implications of the findings and the potential impact of the research. It highlights the need for further research and the importance of sharing the results with the relevant stakeholders.

5. The fifth part of the document provides a summary of the key findings and conclusions. It emphasizes the importance of maintaining accurate records and the need for transparency and accountability in financial reporting.



Virginia Information Technologies Agency



**Exhibit 4.7  
Software Assets**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## INTRODUCTION

This list represents the best information currently available to VITA about the assets that exist in the voice and data network at the Effective Dat

i.e.



































# Virginia Information Technologies Agency

## Software Assets (Other Towers)

| Product Info                          |           |  |         |                   |         |          | Product Disposition                     |   |   |
|---------------------------------------|-----------|--|---------|-------------------|---------|----------|---|---|---|
| Type                                  | Vendor    | Software Product Name                          | Version | Related Foot Note | Comment | Tower    | Product "In Scope" and Used in Solution | Product "In Scope" and Not Used in Solution | Product Not "In Scope" and Not Used in Solution |
| Access Control and Account Management | Cisco     | ASA Firewall Software                          |         |                   |         | Security |   |   |   |
| Access Control and Account Management | Cisco     | ASA Firewall Software                          |         |                   |         | Security |   |   |   |
| Access Control and Account Management | RSA       | SecurID Authentication Manager                 |         |                   |         | Security |   |   |   |
| Configuration Management              | Juniper   | Junos Space                                    |         |                   |         | Security |   |   |   |
| Configuration Management              | Juniper   | Network and Security Manager                   |         |                   |         | Security |   |   |   |
| Incident Response                     | Guidance  | Encase Forensic                                |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Acuity    | BluVector Cyber Hunting Platform               |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Acuity    | BluVector Malware Network Sensor               |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Blue Coat | ProxyAV Operating System                       |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Blue Coat | Web Proxy Operating System SGOS                |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Blue Coat | Web Proxy Operating System SGOS                |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Blue Coat | Director Operating System                      |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Debian    | Debian Version 7                               |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Debian    | Debian Version 8                               |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | FireEye   | FireEye Malware Protection System              |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Juniper   | Juniper Netscreen OS                           |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Juniper   | Juniper NetScreen OS                           |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Juniper   | JUNOS  |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Juniper   | JUNOS  |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | McAfee    | Client Proxy                                   |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Agent 5                                 |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | McAfee    | Network Security Manager                       |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | McAfee2   | Web Gateway                                    |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | McAfee2   | Web Gateway Reporter                           |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | McAfee    | Content Security Reporter                      |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Rapid7    | Metasploit Pro                                 |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tenable   | Nessus Security Center                         |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tenable   | Nessus Security Center                         |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tenable   | Nessus Vulnerability Scanner                   |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tenable   | Nessus Vulnerability Scanner                   |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tufin     | Tufin SecureTrac / Secure Change               |         |                   |         | Security |   |   |   |
| Infrastructure Protection             | Tufin     | Tufin SecureTrac / Secure Change               |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | Drive Encryption                               |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | File and Folder Encryption                     |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Agent                                   |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee DB Activity Monitor                     |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Host Intrusion Prevention System (HIPS) |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Security for Exchange                   |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee TIE                                     |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Virus Scan Enterprise                   |         |                   |         | Security |   |   |   |
| Integrity and Confidentiality         | McAfee    | McAfee Virus Scan Enterprise for Storage       |         |                   |         | Security |   |   |   |
| Resources Device Security             | McAfee    | Application Control                            |         |                   |         | Security |   |   |   |
| Resources Device Security             | McAfee    | Application Control                            |         |                   |         | Security |   |   |   |
|                                       | McAfee    | McAfee Rogue System Detection                  |         |                   |         | Security |   |   |   |
| Resources Device Security             | McAfee    | McAfee Enterprise Security Manager (ESM)       |         |                   |         | Security |   |   |   |
| Service Management                    | Blue Coat | Reporter                                       |         |                   |         | Security |   |   |   |
| Service Management                    | McAfee    | Epolicy Orchestrator Server                    |         |                   |         | Security |   |   |   |
| Personal Productivity                 | Microsoft | Office Project                                 | 2007    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Project                                 | 2010    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Project                                 | 2013    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Project                                 | 2016    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Visio                                   | 2007    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Visio                                   | 2010    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Visio                                   | 2013    |                   |         | EUS      |   |   |   |
| Personal Productivity                 | Microsoft | Office Visio                                   | 2016    |                   |         | EUS      |   |   |   |

x  
x

|  |   |             |  |            |         |  |  |  |  |                  |
|--|---|-------------|--|------------|---------|--|--|--|--|------------------|
|  | Access Control and Account Management   | RSA         | SecureID Software Token with Automation    | 4.x        |         |  |  |  |  | EUS              |
|  | Identity & Account Management Services  | Cisco       |  | 0          | 4.x     |  |  |  |  | EUS              |
|  | Identity & Account Management Services  | McAfee2     | Host Intrusion Prevention for Desktop      |            | 8       |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | Cisco       | IronPort Email Security Plug-in            |            | 7.x     |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | McAfee      | Client Proxy                               |            | 2.1.3   |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | McAfee      | ePO Agent                                  |            | 4.x     |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | McAfee      | ePO Agent                                  |            | 5       |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | McAfee      | Threat Intelligence Exchange               |            | 2       |  |  |  |  | EUS              |
|  | Integrity and Confidentiality           | McAfee      | VirusScan Enterprise                       |            | 8.x     |  |  |  |  | EUS              |
|  | IT Resource Management                  | Microsoft   | Forefront Identity Manager - Office Add-on | 2010 R2    |         |  |  |  |  | EUS              |
|  | IT Resource Management                  | Microsoft   | Forefront Identity Manager Client          | 2010 R2    |         |  |  |  |  | EUS              |
|  | Operating System                        | Microsoft   | Windows (Workstation)                      |            | 8.x     |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | DirectX                                    |            | 11      |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Installer                                  |            | 5       |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Media Player                               |            | 12      |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | MSXML Parser                               |            | 6       |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Visual Basic Runtime                       |            | 6       |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Windows                                    |            | 10      |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Windows 7                                  |            | 7.x     |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Windows 7 File Compression                 |            |         |  |  |  |  | EUS              |
|  | Operating Systems                       | Microsoft   | Windows                                    |            | 8       |  |  |  |  | EUS              |
|  | Personal Productivity                   | Adobe       | Flash Player                               |            | 20.x    |  |  |  |  | EUS              |
|  | Personal Productivity                   | Adobe       | Reader                                     |            | 11.x    |  |  |  |  | EUS              |
|  | Personal Productivity                   | Adobe       | ShockWave Player                           |            | 12.x    |  |  |  |  | EUS              |
|  | Personal Productivity                   | Apple       | QuickTime Viewer                           |            | 7.x     |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Internet Explorer                          |            | 11      |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Lync Client                                | 2010       |         |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Lync Client                                | 2013       |         |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Office Professional Suite                  | 2010       |         |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Office Professional Suite                  | 2013       |         |  |  |  |  | EUS              |
|  | Personal Productivity                   | Microsoft   | Office Professional Suite                  | 2016       |         |  |  |  |  | EUS              |
|  | Resources Device                        | McAfee      | Management of Native Encryption            |            | 4.x     |  |  |  |  | EUS and Security |
|  | Resources Device                        | Symantec    | Encryption Desktop                         |            | 10.x    |  |  |  |  | EUS and Security |
|  | Resources Device Security               | McAfee      | Drive Encryption                           |            | 7.x     |  |  |  |  | EUS and Security |
|  | Access Control and Account Management   | CA          | ACF2 z/OS                                  |            | 15.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Common Services for z/OS                   |            | 14.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Easytrieve Plus Report Generator for z/OS  |            | 11.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Interrest Batch                            |            | 8.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Interrest Batch                            |            | 9.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Librarian                                  |            | 4.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | MIM Resource Sharing                       |            | 12.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | NetSpy                                     |            | 12.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | SymDump System                             |            | 9.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | SYSVIEW Performance Management             |            | 14.x    |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | Vision Results                             |            | 6.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | CA          | File Master Plus                           |            | 9.x     |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | IBM         | Tivoli Omegamon                            | 4.x/4.2    |         |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | IBM         | Tivoli Omegamon                            | 5.x/5.3    |         |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | SAS         | SAS  | 9.x/9.3    |         |  |  |  |  | IBM Mainframe    |
|  | Availability and Performance Management | Seasoft     | PDSFAST                                    | 5.x/5.4    |         |  |  |  |  | IBM Mainframe    |
|  | Capacity Management                     | CA          | MICS Resource Management                   |            | 12.x    |  |  |  |  | IBM Mainframe    |
|  | Capacity Management                     | IBM         | NTuneMON                                   | 2.x/2.6    |         |  |  |  |  | IBM Mainframe    |
|  | Capacity Management                     | IBM         | Tivoli Netview                             |            | 5.x     |  |  |  |  | IBM Mainframe    |
|  | Data Management                         | Software AG | Natural                                    | 8.x/8.2.5  |         |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | EMC         | vOS Migrator                               | 4.x/4.2    |         |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | IBM         | Gentran:Basic                              | 6.x/6.5    |         |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | IBM         | Sterling Connect:Direct for z/OS           |            | 5.x     |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | Mantissa    | RMS  | 11.x/11.34 |         |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | Micro Focus | Data Express                               |            | 4.x     |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | PKWARE      | PKZIP for z/OS                             |            | 15.x/15 |  |  |  |  | IBM Mainframe    |
|  | Data Transfer Technology                | Tibco       | MFT Platform Server                        |            | 7.x/7.1 |  |  |  |  | IBM Mainframe    |
|  | Database Management Systems             | IBM         | DB2 for z/OS                               | 10.x/10.1  |         |  |  |  |  | IBM Mainframe    |
|  | Database Management Systems             | IBM         | InfoSphere Classic Federation              | 11.x/11.1  |         |  |  |  |  | IBM Mainframe    |
|  | Database Management Systems             | Software AG | ADABAS                                     | 8.x/8.2.6  |         |  |  |  |  | IBM Mainframe    |
|  | Development Tools                       | CA          | TELON MVS                                  |            | 5.x     |  |  |  |  | IBM Mainframe    |
|  | Enterprise Job Management               | BARR        | BARR Host Communications Suite             |            | 7.x     |  |  |  |  | IBM Mainframe    |

|   |                 |                                      |                  |  |   |                |  |  |  |
|---|-----------------|--------------------------------------|------------------|--|---|----------------|--|--|--|
| Enterprise Job Management               | BMC             | Application Restart Control for DB2  | 3.x/3.9          |  |   | IBM Mainframe  |  |  |  |
| Enterprise Job Management               | BMC             | Control-M Product Suite              | 7.x/7.0.04       |  |   | IBM Mainframe  |  |  |  |
| Enterprise Job Management               | BMC             | Control-M Product Suite              | 8.x/8.0.00.400   |  |   | IBM Mainframe  |  |  |  |
| Enterprise Job Management               | CA              | RC Update for DB2 for z/OS           | 16.x             |  |   | IBM Mainframe  |  |  |  |
| Enterprise Job Management               | CA              | RC Update for DB2 for z/OS           | 19.x             |  |   | IBM Mainframe  |  |  |  |
| Enterprise Job Management               | CA              | SymDump Batch                        | 9.x              |  |   | IBM Mainframe  |  |  |  |
| Integration and Interoperability        | BMC             | Ultraopt/CICS                        | 4.x/4.2.0        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | BMC             | Catalog Manager for DB2              | 10.x / 10.0.1    |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | BMC             | DASD Manager Plus for DB2            | 10.x / 10.0.1    |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | BMC             | Log Master for DB2                   | 10.x / 10.0.1    |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | BMC             | Mainview for DB2                     | 10.x / 10.0.1    |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | BMC             | Mainview for DB2                     | 11.x / 11.1.0    |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | CA              | DADS Plus                            | 4.x              |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | CA              | Interrest for CICS                   | 8.x              |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | CA              | Interrest for CICS                   | 9.x              |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | CA              | SymDump for CICS                     | 8.x              |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | CA              | SymDump for CICS                     | 9.x              |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | GT Software     | Assist/TS                            | 8.x / 8.1        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | IBM             | CICS Transaction Server for z/OS     | 4.x / 4.2        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | IBM             | DB2 Connect                          | 10.x / 10.5      |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | IBM             | QMF                                  | 10.x / 10        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | IBM             | WebSphere Application Server         | 8.x / 8          |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Pitney Bowes    | Finalist                             | 9.x / 9.1        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Rocket Software | Mainstar - HRM                       | 10.x / 10.1      |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Rocket Software | Mainstar - MFA                       | 10.x / 10.4      |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Software AG     | Com-plete                            | 6.x / 6.8        |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Software AG     | EntireX                              | 9.x / 9.5.1      |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Software AG     | Net-Work                             | 6.x / 6.3.1      |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | SPC Systems     | Cobol Report Writer                  | 1.x/1.6.01       |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Syncsort        | MFx                                  | 2.x/2.1          |  |   | IBM Mainframe  |  |  |  |
| Middleware Software                     | Tone Software   | OMC Print                            | 5.x5.1           |  |   | IBM Mainframe  |  |  |  |
| Operating Systems                       | IBM             | z/OS                                 | 2.x/2.1          |  |   | IBM Mainframe  |  |  |  |
| Output Management                       | CA              | Spool                                | 11.x             |  |   | IBM Mainframe  |  |  |  |
| Storage Management                      | CA              | TLMS Tape Management System          | 12.x             |  |   | IBM Mainframe  |  |  |  |
| Storage Management                      | EMC             | Mainframe Enablers                   | 7.x/7.6          |  |   | IBM Mainframe  |  |  |  |
| Storage Management                      | Innovation Data | FDR                                  | 5.x/5.4/B3P      |  |   | IBM Mainframe  |  |  |  |
| Storage Management                      | Rocket Software | Tape/Copy                            | 2.x/2.9          |  |   | IBM Mainframe  |  |  |  |
| Availability and Performance Management | Dell            | Recovery Manager for Exchange        | 5.x / .7         |  | from NG list  | Messaging      |  |  |  |
| Collaboration                           | Air Watch       | Air Watch Mobile Device Management 8 | 8.x / .4         |  |   | Messaging      |  |  |  |
| Collaboration                           | Cisco           | Async OS 9x                          | 9.x / .6         |  |   | Messaging      |  |  |  |
| Collaboration                           | Microsoft       | Exchange Server 2010                 | Exch 14 / R2 SP3 |  |   | Messaging      |  |  |  |
| Collaboration                           | Microsoft       | Lync                                 | 2013             |  |   | Messaging      |  |  |  |
| Collaboration                           | RIM             | BlackBerry Enterprise Server 5       | 5.x / .04        |  |   | Messaging      |  |  |  |
| Content Delivery                        | Issoft          | ListServ                             | 16               |  |   | Messaging      |  |  |  |
| Content Management                      | Microsoft       | SharePoint Server                    | 2013 / SP1       |  |   | Messaging      |  |  |  |
| Integrity and Confidentiality           | Cisco           | Cisco Registered Email Service       | 8.x / .5         |  |   | Messaging      |  |  |  |
| Integrity and Confidentiality           | Cisco           | Data Loss Prevention                 | 8.x / .5         |  |   | Messaging      |  |  |  |
| Personal Productivity                   | Captaris        | RightFax 09                          | 9.x / .4         |  |   | Messaging      |  |  |  |
| Personal Productivity                   | Captaris        | RightFax 10                          | 10.x / .6        |  |   | Messaging      |  |  |  |
| Business                                | McAfee          | WHITELISTING                         |                  |  |   | Security       |  |  |  |
| Infrastructure Protection               | Cisco           | Firewall Service Module (Sft) 4      |                  |  |   | Server         |  |  |  |
| Resources Device Security               | Cisco           | Cisco ACS (TACACS)                   |                  |  |   | Server         |  |  |  |
| Resources Device Security               | Cisco           | Cisco Security Manager               |                  |  | from NG list  | Server         |  |  |  |
| Middleware Software                     | Citrix          | XenApp for Windows Server 2008R2-v   | 6.5 / FP1        |  |   | Server         |  |  |  |
| Operating Systems                       | Microsoft       | .NET                                 | 3.x              |  |   | EUS and Server |  |  |  |
| Operating Systems                       | Microsoft       | .NET                                 | 4.x              |  |   | EUS and Server |  |  |  |
| Access Control and Account Management   | Veritas         | Cloudlink                            | 3.x / .4         |  |   | Server         |  |  |  |
| Availability and Performance Management | Dell            | Recovery Manager for AD              | 8.x/7.1          |  | from NG list  | Server         |  |  |  |
| Directory Management Services           | Dell            | ActiveRoles Server                   | 6.x / .9         |  | from NG list  | Server         |  |  |  |
| Directory Management Services           | Dell            | Change Auditor - AD                  | 6.x / .5         |  | from NG list  | Server         |  |  |  |
| Directory Management Services           | Dell            | InTrust                              | 11.x / .1        |  | Used with Change Auditor (to monitor/audit AD - COV domain) | Server         |  |  |  |
| Directory Management Services           | Microsoft       | Forefront Identity Manager           | 2010 / R2        |  |   | Server         |  |  |  |
| Directory Management Services           | Microsoft       | Windows Server                       | 2008 / R2        |  |   | Server         |  |  |  |
| Directory Management Services           | Microsoft       | Windows Server                       | 2012 / R2        |  |   | Server         |  |  |  |
| Infrastructure Protection               | Microsoft       | Forefront Threat Management Gateway  | 2010             |  |   | Server         |  |  |  |
| IT Resource Management                  | Microsoft       | System Center                        | 2012 / SP1       |  |   | Server         |  |  |  |

|  |               |  |                    |   |  |                     |
|--|---------------|--|--------------------|---|--|---------------------|
| Configuration Management                   | Cisco         | UCS Manager V2                                   | 2.x                |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2000                                  | All / SP4          |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2005                                  | All / SP3          |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2008                                  | R2                 |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2012                                  | / SP2              |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2014                                  |                    |   |  | Server              |
| Database Management Systems                | Microsoft     | SQL Server 2016                                  |                    |   |  | Server              |
| Database Management Systems                | Oracle        | Oracle 10 Database                               | 10G                | count of 174 provided by NG                                     |  | Server              |
| Database Management Systems                | Oracle        | Oracle 11 Database                               | 11G                | count of 174 provided by NG                                     |  | Server              |
| Database Management Systems                | Oracle        | Oracle 12 Database                               | 12C                | count of 174 provided by NG                                     |  | Server              |
| Infrastructure Protection                  | Microsoft     | ISA Server 2006                                  |                    |   |  | Server              |
| Integration and Interoperability Services  | Citrix        | XenApp for Windows Server 2008 R2                | 6.x                |   |  | Server              |
| Integration and Interoperability Services  | Citrix        | XenDesktop App Edition                           | 7.x                | EAPS Servers  |  | Server              |
| Operating Systems                          | HP            | HP-UX V3   | 11i V3 / B.11.31   |   |  | Server              |
| Operating Systems                          | IBM           | AIX 7  | 7.1 / TL 3         |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2000                              | All / SP4          |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2003                              | / SP2              |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2003                              | R2 / SP2           |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2008                              | / SP2              |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2008                              | R2 / SP2           |   |  | Server              |
| Operating Systems                          | Microsoft     | Windows Server 2012                              | R2                 |   |  | Server              |
| Operating Systems                          | Oracle        | Oracle Linux                                     | 5 / U7             | lux Oracle counts from CMDB (same as last time but updated)     |  | Server              |
| Operating Systems                          | Oracle        | Oracle Linux                                     | 6 / U3             | lux Oracle counts from CMDB (same as last time but updated)     |  | Server              |
| Operating Systems                          | Oracle        | Oracle Linux                                     | 7                  | lux Oracle counts from CMDB (same as last time but updated)     |  | Server              |
| Operating Systems                          | Oracle        | Solaris 10                                       |                    | Oracle Solaris counts from CMDB (same as last time but updated) |  | Server              |
| Operating Systems                          | Oracle        | Solaris 11                                       |                    | Oracle Solaris counts from CMDB (same as last time but updated) |  | Server              |
| Operating Systems                          | Red Hat       | Enterprise Linux                                 | Unknown            |   |  | Server              |
| Operating Systems                          | Red Hat       | Enterprise Linux                                 | 4                  |   |  | Server              |
| Operating Systems                          | Red Hat       | Enterprise Linux                                 | 5 / 11             |   |  | Server              |
| Operating Systems                          | Red Hat       | Enterprise Linux                                 | 6 / 5              |   |  | Server              |
| Operating Systems                          | Red Hat       | Enterprise Linux                                 | 7                  |   |  | Server              |
| Operating Systems                          | Red Hat       | Suse Linux Enterprise Server 11                  | 11                 |   |  | Server              |
| Resources Device Security                  | McAfee2       | Complete Endpoint Protection                     | 8.x                | from NG list  |  | Server and Security |
| Storage Management                         | EMC           | Avamar 5 Client                                  | 5.0.x / 2-28       |   |  | Server              |
| Storage Management                         | EMC           | Avamar 6 Client                                  | 6.1.x / 2-47       |   |  | Server              |
| Storage Management                         | EMC           | Avamar 7 Client                                  | 7.3.x / 100-226    |   |  | Server              |
| Storage Management                         | EMC           | Data Protection Advisor 6                        | 6.2 / SP2          |   |  | Server              |
| Storage Management                         | Symantec      | NetBackup 7                                      | 7.7                |   |  | Server              |
| Virtualization Infrastructure Management   | VMware        | ESX 4.x  | 4.x                |   |  | Server              |
| Virtualization Infrastructure Management   | VMware        | ESXi 4.1   | 4.2                |   |  | Server              |
| Virtualization Infrastructure Management   | VMware        | ESXi 5.x   | 5.x                |   |  | Server              |
| Virtualization Infrastructure Management   | VMware        | ESXi 6.x   | 6.x                |   |  | Server              |
| Virtualization Infrastructure Management   | VMware        | VCenter Site Recovery Manager                    | 5.x                | one license per VM infrastructure                               |  | Server              |
| Virtualization Infrastructure Management   | VMware        | Vcloud Director                                  | 5.x                | one license per VM infrastructure                               |  | Server              |
| Storage Management                         | EMC           | Navisphere Manager                               | 4.x                |   |  | Server              |
| Storage Management                         | EMC           | Unisphere  | 1.2.x              | EMC / ELA capacity based licenses                               |  | Server              |
| Storage Management                         | EMC           | Unisphere  | 4.x                | EMC / ELA capacity based licenses                               |  | Server              |
| Storage Management                         | EMC           | Unisphere for VMAX                               | 8.x                | EMC / ELA capacity based licenses                               |  | Server              |
| Storage Management                         | EMC           | VIPR Storage Resource Management Suite           | 3.7                | EMC / ELA capacity based licenses                               |  | Server              |
| Internet/Web                               | CISCO SYSTEMS | ACCESS CONTROL SERVER                            | 5.x                |   |  | Server              |
| Internet/Web                               | RSA           | RSA AUTHENTICATION                               |                    |   |  | Server              |
| Business                                   | BMC           | CONTROL-M AGENT FOR WINDOWS & UNIX - 6.1.6.1.03  | 6.1.03             |   |  | Server              |
| Business                                   | BMC           | CONTROL-M AGENT FOR WINDOWS & UNIX - 6.1.6.2.01  | 6.2.01             |   |  | Server              |
| Business                                   | BMC           | CONTROL-M CONTROL MODULE (CM) FOR PEOPLESOFT     | V6.1.02.300        |   |  | Server              |
| Business                                   | BMC           | CONTROL-M/ENTERPRISE MANAGER - 6.4.01.20         | 6.4.01.200         |   |  | Server              |
| Business                                   | BMC           | CONTROL-M/SERVER FOR UNIX & WINDOWS - 6.2.01.100 | 6.2.01.100         |   |  | Server              |
| Availability and Performance Management    | EMC           | SMARTS-Server Manager-ESM                        | 9.x/.2             | per device  |  | Server              |
| Business Intelligence and Data Warehousing | EMC           | Monitoring and Reporting                         | 6.x/.5             | per device  |  | Server              |
| Configuration Management                   | VMware        | vRealize Configuration Manager                   | 5.x/.8             |   |  | Server              |
| Configuration Management                   | EMC           | Network Configuration Manager                    | 9.x/.2.2a          | per device  |  | Server              |
| Configuration Management                   | LANDesk Soft  | LANDesk Management Suite/Avanti End Point M      | 9.x/.6 SP2; 2017.x | Current used for end  |  | Server and EUS      |
| Customer Relationship Management           | Alemba        | VMWARE Service Manager                           | 9.x/.1.7           | Software Suite, Soft  |  | Server              |
| Knowledge Management                       | RPX           | RPX r25  | 108/ 42            | from NG list  |  | Server              |
| Virtualization Infrastructure Management   | VMware        | vRealize Operations                              | 6.x/.01            |   |  | Server              |

## Virginia Information Technologies Agency

### Software Assets (MSI)

| Entry Reference Number | Software Type (FROM 2.8)   | Supplier System Name | Vendor  | Software Product Name  | Version (as of Effective Date) | Description   | Access to be Provided to Commonwealth (VITA, Agencies, other suppliers)   | Contracting Party | License Owner |
|------------------------|--|----------------------|---|--|--------------------------------|---|---|-------------------|---------------|
| MSI - 4.6 - 30         | Data Warehouse System; Project Portfolio Management and Project Management Reporting System; Document Data Store; Security Clearance System; Risk Management System; Service Continuity Management System; Contract Management   | CENTER Suite         | Microsoft   | Microsoft SharePoint Server  | Current                        | Documentation Management component of the CENTER™ suite.  | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |
| MSI - 4.6 - 31         | Data Warehouse System  | CENTER Suite         | Microsoft   | Microsoft SQL Server Enterprise  | Current                        | Data Warehouse and Reporting component of the CENTER™ suite.  | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |
| MSI - 4.6 - 32         | Project Portfolio Management and Project Management Reporting System   |                      | Microsoft   | Microsoft Project Server   | Current                        | Component of the CENTER™ suite provides enhanced integration and reporting on managed project schedules and resources.  | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |
| MSI - 4.6 - 33         | Billing, Chargeback and Utilization Tracking System  |                      | DigitalFuel SV (formerly VMWare vRealize Business Enterprise) | Digital Fuel IT Business Management  | Current (8.5)                  | Provide transparency and control over the cost and quality of IT services.  | Direct access is provided to VITA and Customer personnel consistent with security policy set by VITA. Due to the potentially sensitive nature of financial information, SAIC anticipates VITA and the Commonwealth agencies will wish to limit direct access to this system to a subset of individuals within each participating Agency. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |
| MSI - 4.6 - 34         | Information Security Management System (ISMS)  |                      | Tenable Network Security                                      | Nessus Professional  | Current                        | Performance of vulnerability scanning in support of risk assessment.  | For information security purposes, SAIC recommends the Commonwealth Agency and Supplier conduct their access to defined subsets of ISMS data via the Keystone Edge components. SAIC does not anticipate or recommend direct Commonwealth or Supplier access to other components of the ISMS. In all cases, access to ISMS data and components will be governed by, and consistent with, VITA information security policy.   |                   |               |
| MSI - 4.6 - 35         | Information Security Management System (ISMS)  |                      | Splunk  | Splunk Enterprise  | Current (6.5)                  | Splunk Enterprise provide search, analytics and visualization of machine data gathered from the websites, applications, sensors, devices, and so on, that comprise your IT infrastructure or business.  | For information security purposes, SAIC recommends the Commonwealth Agency and Supplier conduct their access to defined subsets of ISMS data via the Keystone Edge components. SAIC does not anticipate or recommend direct Commonwealth or Supplier access to other components of the ISMS. In all cases, access to ISMS data and components will be governed by, and consistent with, VITA information security policy.   | SAIC              | SAIC          |
| MSI - 4.6 - 36         | Information Security Management System (ISMS)  |                      | Guidance  | EnCase® Forensic   | Current (8)                    | EnCase Forensic enables digital investigations. Provides deep forensic investigation capabilities to capture evidence and history of incidents.   | For information security purposes, SAIC recommends the Commonwealth Agency and Supplier conduct their access to defined subsets of ISMS data via the Keystone Edge components. SAIC does not anticipate or recommend direct Commonwealth or Supplier access to other components of the ISMS. In all cases, access to ISMS data and components will be governed by, and consistent with, VITA information security policy.   | SAIC              | SAIC          |
| MSI - 4.6 - 37         | Information Security Management System (ISMS)  |                      | Wombat  | ThreatSim Simulated Phishing, CyberStrength, PhishAlarm Analyzer                     | Current                        | ThreatSim simulated phishing attack assessment with email templates, teachable moments and full reporting; as well as access to the PhishAlarm plugin. CyberStrength® knowledge assessment with customizable and pre-defined assessments, auto-enrollment and full reporting PhishAlarm Analyzer software (locally installed) to provide scoring and dynamic routing of user-flagged potential phishing emails using PhishAlarm. All currently available training modules in the Wombat Security Education Platform | For information security purposes, SAIC recommends the Commonwealth Agency and Supplier conduct their access to defined subsets of ISMS data via the Keystone Edge components. SAIC does not anticipate or recommend direct Commonwealth or Supplier access to other components of the ISMS. In all cases, access to ISMS data and components will be governed by, and consistent with, VITA information security policy.   | SAIC              | SAIC          |
| MSI - 4.6 - 38         | Security Clearance System; Identity and Access Management System   |                      | SailPoint   | Identity IQ Base, Compliance Manager, Lifecycle Manager, and Password Manager        | Current                        | Identity management solutions that provides streamline provisioning, administration, and into use of user accounts. Visibility includes: who is doing what, what kind of risk that represents, and allows you to take action. It links people, applications, data and devices to create an identity-enabled enterprise.   | For information security purposes, SAIC recommends Commonwealth Agencies and Suppliers access IAM for account administration (e.g. provisioning/de-provisioning of accounts) via the Keystone Edge suite. SAIC will provide authorized VITA and Commonwealth Agency personnel with direct access to IAM components for audit functions. SAIC does not anticipate or recommend other direct Commonwealth or Supplier access to the IAM solution. In all cases, access to IAM data and components will be governed by, and consistent with, VITA information security policy. | SAIC              | SAIC          |
| MSI - 4.6 - 39         | Identity and Access Management System  |                      | CyberArk  | Enterprise Password Vault, Privilege Session Manager, PAS Suite Enhancements and SDK | Current                        | CyberArk provides privileged account security. Privileged accounts management software used to administer privilege access to organization's IT infrastructure and enabled applications.  | For information security purposes, SAIC recommends Commonwealth Agencies and Suppliers access IAM for account administration (e.g. provisioning/de-provisioning of accounts) via the Keystone Edge suite. SAIC will provide authorized VITA and Commonwealth Agency personnel with direct access to IAM components for audit functions. SAIC does not anticipate or recommend other direct Commonwealth or Supplier access to the IAM solution. In all cases, access to IAM data and components will be governed by, and consistent with, VITA information security policy. | SAIC              | SAIC          |
| MSI - 4.6 - 40         | Customer Relationship Management   |                      | ServiceNow  | ServiceNow   | Current                        | Underlying Software as a Service (SaaS) providing automation for core IT Service Management, Project & Portfolio Management, Security Incident Management and other functions.  |   | SAIC              | SAIC          |
| MSI - 4.6 - 41         | IT Information Portal; Service Catalog and Request Management System; Asset Management System; Service Level Management and Reporting System; Change Management System; Project Portfolio Management and Project Management Reporting System; Incident Management System; Knowledge Database; Event Management and Correlation System; Problem Management and Known Error Database; Software License Management System; Information Security Management System (ISMS); Service Continuity Management System; Capacity Management System; Configuration Management System; Request Management System; Availability Management System; Cloud Brokerage; Supplier Management; Contract Management |                      | SAIC  | Keystone Edge™   | Current                        | SAIC process automation, workflow, and reporting customization enhancements built on ServiceNow Software as a Service (SaaS).   | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. We anticipate that the IT Information Portal will host content that is appropriate for public visibility, as well as additional information and functionality that will require user-level authentication and authorization. Our solution supports both public and access-controlled content and provides Role Based Access Control (RBAC) to enforce applicable information security policy and access to this system.                  | SAIC              | SAIC          |
| MSI - 4.6 - 42         | Cloud Brokerage  |                      | VMware  | vRealize Configuration Manager   | Current                        | Configuration Management in support of cloud brokerage integration.   | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |
| MSI - 4.6 - 43         | Cloud Brokerage  |                      | VMWare  | vRealize Operations  | Current                        | Operational Monitoring in support of cloud brokerage integration.   | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.   | SAIC              | SAIC          |

|                 |                              |  |                                  |                       |         |                          |  |      |      |
|-----------------|------------------------------|--|----------------------------------|-----------------------|---------|--------------------------|--|------|------|
| MSI - 4.6 - 43a | Cloud Brokerage              |  | VMware                           | vRealize Orchestrator | Current |                          | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.  | SAIC | SAIC |
| MSI - 4.6 - 43b | Cloud Brokerage              |  | VMware                           | vRealize Log Insight  | Current |                          | Direct access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA. Our solution provides Role Based Access Control to enforce applicable information security policy and access to this system.  | SAIC | SAIC |
| MSI - 4.6 - 44  | Risk Management System       |  | RSA                              | Archer                | Current | Enhanced risk management | Access to this system will be limited to individuals authorized by VITA information security policy.   | VITA | VITA |
| MSI - 4.6 - 45  | Service Desk Telephony       |  | Genesys Interactive Intelligence |                       | Current |                          | SAIC integrations with this component export management metrics data (e.g. call volume, call abandonment rate, call duration, average speed of answer, etc.) directly into Keystone Edge on a near-time basis for reporting and analysis. SAIC provides VITA and other Commonwealth agencies with access to this Keystone-hosted reporting and analysis as authorized by VITA information security policy. | SAIC | SAIC |
| MSI - 4.6 - 46  | Remote administration system |  | Bomgar                           | Remote Support        | Current |                          | Read-only and reporting access is provided to VITA and Customer personnel, as well as ITISP suppliers, consistent with security policy set by VITA.  | SAIC | SAIC |



Virginia Information Technologies Agency



**Exhibit 4.9  
Billing Triggers Template**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

Billing Triggers Template

This Template may be used by VITA and the Supplier in developing a document which summarizes information related to calculation of Charges for Managed Security Services.



Virginia Information Technologies Agency



**Exhibit 5.0**  
**Personnel and Human Resources Provisions**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

This **Exhibit 5 (Personnel and Human Resource Provisions)** to the **Master Services Agreement** between VITA and the Supplier includes the following attachment:

- **Exhibit 5.1 (Key Personnel)**
- **Exhibit 5.2 (Personnel Projection Matrix)**

Virginia Information Technologies Agency



**Exhibit 5.1**  
**Key Personnel**

VA-151028-MCI: Modification 5

**COMMONWEALTH OF VIRGINIA**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)**  
**SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

## Table of Contents

|     |                           |   |
|-----|---------------------------|---|
| 1.0 | Introduction .....        | 3 |
| 2.0 | Key Personnel Table ..... | 3 |

## 1.0 Introduction

This Exhibit contains the list of Key Personnel. The Key Personnel and Essential Personnel will be highly qualified and capable of fulfilling the responsibilities of their positions.

## 2.0 Key Personnel Table

| KEY PERSONNEL                                 |                        |                               |                                       |                     |                     |
|---|------------------------|-------------------------------|---------------------------------------|---------------------|---------------------|
| Role Title                                    | On-Site / Off-Site     | Leverage / Dedicated          | Name                                  | Years of Experience | Tenure with Company |
| Account Executive                             | On-Site/<br>Richmond   | Dedicated                     | Eric Adkins                           | 10+                 | 18+                 |
| Account Manager                               | On-Site/<br>Richmond   | Dedicated                     | Benjamin Howard                       | 10 +                | 18 +                |
| Chief Operations Manager                      | Off -Site/<br>Cary, NC | Leverage                      | Kareem Glover                         | 15+                 | 17+                 |
| Managed Services Supervisor                   | Off -Site/<br>Cary, NC | Leverage                      | Terry Sayre                           | 23+                 | 18+                 |
| Chief Architect: Engineering Design Authority | On-Site/<br>Richmond   | Dedicated                     | To be assigned prior to Commencement. | 8                   |                     |
| Lead Business Relationship Manager            | On-Site/<br>Richmond   | Dedicated                     | To be assigned prior to Commencement. | 5-10                |                     |
| Implementation Project Executive              | On-Site/<br>Richmond   | Dedicated (during Transition) | Lori Arndt                            | 10+                 | 13+                 |
| Implementation Project Manager                | Off-Site/<br>Cary, NC  | Dedicated                     | To be assigned prior to Commencement. | 5-10                |                     |
| Program Management Office Manager             | On-Site/<br>Richmond   | Dedicated                     | To be assigned prior to Commencement. | 5-10                |                     |
| Continuous Service Improvement Manager        | On-Site/<br>Richmond   | Dedicated                     | To be assigned prior to Commencement. | 2-5                 |                     |



| KEY PERSONNEL                |                      |                      |                                       |                     |                     |
|------------------------------|----------------------|----------------------|---------------------------------------|---------------------|---------------------|
| Role Title                   | On-Site / Off-Site   | Leverage / Dedicated | Name                                  | Years of Experience | Tenure with Company |
| Information Security Manager | On-Site/<br>Richmond | Dedicated            | To be assigned prior to Commencement. | 5-10                |                     |

Virginia Information Technologies Agency



**Exhibit 5.2  
Personnel Projection Matrix**

**VA-151028-MCI: Modification 5**

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836

| Group/Category   | M1 (FTE) | M2 (FTE) | M3 (FTE) | M4 (FTE) | M5 (FTE) | M6 (FTE) | M7 (FTE) | M8 (FTE) | M9 (FTE) | M10 (FTE) | M11 (FTE) | M12 (FTE) | M13 (FTE) | M14 (FTE) | M15 (FTE) | M16 (FTE) | M17 (FTE) | M18 (FTE) | M19 (FTE) | M20 (FTE) | M21 (FTE) | M22 (FTE) | M23 (FTE) | M24 (FTE) | M25 (FTE) | M26 (FTE) | M27 (FTE) | M28 (FTE) | M29 (FTE) | M30 (FTE) | M31 (FTE) | M32 (FTE) | M33 (FTE) | M34 (FTE) | M35 (FTE) | M36 (FTE) | Y4 (FTE) | Y5 (FTE) | Y6 (FTE) | Y7 (FTE) | Y8 (FTE) |    |    |    |    |    |    |   |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----|----|----|----|----|----|---|
|  | Mar-18   | Apr-18   | May-18   | Jun-18   | Jul-18   | Aug-18   | Sep-18   | Oct-18   | Nov-18   | Dec-18    | Jan-19    | Feb-19    | Mar-19    | Apr-19    | May-19    | Jun-19    | Jul-19    | Aug-19    | Sep-19    | Oct-19    | Nov-19    | Dec-19    | Jan-20    | Feb-20    | Mar-20    | Apr-20    | May-20    | Jun-20    | Jul-20    | Aug-20    | Sep-20    | Oct-20    | Nov-20    | Dec-20    | Jan-21    | Feb-21    | 2022     | 2023     | 2024     | 2025     | 2026     |    |    |    |    |    |    |   |
| <b>WITD Operations</b>   |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |          |          |          |          |          |    |    |    |    |    |    |   |
| WITD Network Operations Center Tier 1/Tier 2                                 | 0        | 0        | 0        | 0        | 0        | 3        | 3        | 3        | 13       | 13        | 12        | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9        | 9        | 9        | 9        | 9        | 9  | 9  | 9  |    |    |    |   |
| <b>Cross Functional (Inc. Triage Desk)</b>                                   |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |          |          |          |          |          |    |    |    |    |    |    |   |
| Tier 2 Service Desk  | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9         | 9        | 9        | 9        | 9        | 9        | 9  | 9  | 9  | 9  | 9  |    |   |
| Network Operations Center Tier 1/Tier 2                                      | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 3         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13        | 13       | 13       | 13       | 13       | 13       | 13 | 13 | 13 | 13 | 13 |    |   |
| Network Operations Center Sup/Mgr/Eng  | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 3        | 3         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4         | 4        | 4        | 4        | 4        | 4        | 4  | 4  | 4  | 4  | 4  |    |   |
| Cross Functional Resource Support (Major Incident Managers/Network Analysis) | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 2        | 2         | 3         | 5         | 5         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6         | 6        | 6        | 6        | 6        | 6        | 6  | 6  | 6  | 6  | 6  |    |   |
| <b>Engineering Services</b>  |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |          |          |          |          |          |    |    |    |    |    |    |   |
| Cross Functional Resource Support (Engineering Design Authority)             | 0        | 1        | 1        | 1        | 1        | 1        | 1        | 1        | 1        | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1        | 1        | 1        | 1        | 1        | 1  | 1  | 1  | 1  | 1  |    |   |
| Cross Functional Resource Support (Lifecycle Network Engineering)            | 0        | 10       | 10       | 10       | 10       | 10       | 10       | 10       | 10       | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10        | 10       | 10       | 10       | 10       | 10       | 10 | 10 | 10 | 10 | 10 | 10 |   |
| <b>Program Management Office</b>   |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |          |          |          |          |          |    |    |    |    |    |    |   |
| Cross Functional Resource Support - Project Management                       | 0        | 1        | 1        | 3        | 5        | 5        | 7        | 11       | 14       | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14        | 14       | 14       | 14       | 14       | 14       | 14 | 14 | 14 | 14 | 14 | 14 |   |
| Cross Functional Resource Support - Problem Analysis                         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 1        | 1         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 2        | 2        | 2        | 2        | 2        | 2  | 2  | 2  | 2  | 2  | 2  | 2 |
| Cross Functional Resource Support - Reporting and Analysis                   | 0        | 0        | 0        | 1        | 1        | 1        | 1        | 5        | 6        | 7         | 7         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8         | 8        | 8        | 8        | 8        | 8        | 8  | 8  | 8  | 8  | 8  | 8  |   |
| <b>Design and Implementation</b>   |          |          |          |          |          |          |          |          |          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |          |          |          |          |          |    |    |    |    |    |    |   |
| Implementation Management  | 5        | 5        | 5        | 7        | 8        | 13       | 12       | 12       | 12       | 10        | 10        | 10        | 6         | 6         | 6         | 6         | 4         | 4         | 4         | 4         | 4         | 4         | 6         | 3         | 2         | 2         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0        | 0        | 0        | 0        | 0  | 0  | 0  | 0  | 0  |    |   |
| <b>Totals</b>  | 0        | 17       | 17       | 20       | 24       | 31       | 38       | 41       | 81       | 82        | 84        | 86        | 88        | 85        | 84        | 84        | 84        | 82        | 80        | 80        | 73        | 75        | 72        | 71        | 71        | 69        | 69        | 69        | 69        | 69        | 69        | 69        | 69        | 69        | 69        | 69        | 69       | 69       | 69       | 69       | 69       | 69 | 69 | 69 | 69 |    |    |   |

---

**Attachment A to Master Services Agreement**

**FORM OF STATEMENT OF WORK**

This is **Attachment A (Form of Statement of Work)** to the **Master Services Agreement**, dated as of \_\_\_\_\_, 2016, by and between VITA and Supplier.

*[Note to Template Users: Instructions for using this template to draft a SOW are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the SOW. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the Services to be provided under this Statement of Work.]*

**STATEMENT OF WORK  
(Project Services)**

**ISSUED UNDER**

**CONTRACT NUMBER [XYZ]**

**BETWEEN**

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

**AND**

**[SUPPLIER NAME]**

This **Statement of Work** (this “**SOW**” or this “**Statement of Work**”) is entered into effective as of [REDACTED], 20[REDACTED]<sup>11</sup> (the “**SOW Effective Date**”) by and between the Virginia Information Technologies Agency (“**VITA**”) and **Supplier** (collectively, the “**Parties**” and each, a “**Party**”), under and pursuant to the provisions of the **Master Services Agreement**, dated as of [REDACTED], 2016 by and between VITA and Supplier (VITA Contract No. [REDACTED]) (as amended, modified or supplemented, the “**Agreement**”). Upon execution by the Parties, this SOW shall become part of the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

\_\_\_\_\_

<sup>11</sup> SOW Effective Date to be filled in by VITA at time of its execution.

---

**1. PERIOD OF PERFORMANCE**

The Services to be provided under this Statement of Work will be performed within XX (XX) months of execution of this Statement of Work, in accordance with the [Project Plan]. This includes delivery, installation, implementation, integration, testing and acceptance of all products and services necessary to implement the Solution, training, and any support, other than on-going maintenance services. (Customize this section to match Services, based on the allowable scope of Services under the Agreement and project's specific needs within that allowable scope.)

**2. PLACE OF PERFORMANCE**

(Assign performance locations to major milestones or any other project granularity.)

Tasks associated with this project will be performed at the applicable Customer's location(s) in City/State/ at Supplier's location(s) in City/State, or other locations as required by the scope of performance.

**3. PROJECT DEFINITIONS**

(Provide project unique definitions required for this Statement of Work, consistent with definitions contained in Agreement.)

Unless otherwise defined herein, capitalized terms used in this Statement of Work shall have the meaning provided in **Exhibit 1.1 (Definitions)** to the MSA. All definitions in the MSA, including those of **Exhibit 1.1 (Definitions)** and all other Exhibits to the MSA, shall apply to and take precedence over this SOW

The specific definitions provided for this Statement of Work are as follows:

[include any SOW specific definitions here]

**4. PROJECT SCOPE**

(Provide a description of the scope of the project, including, as appropriate, carve out for what is NOT in the scope. Remember that Services under the Agreement, including pursuant to this Statement of Work must be within the Agreement scope.)

**A. General Description of the Project Scope****B. Project Boundaries****5. SPECIFIC REQUIREMENTS**

(Provide specific project and Customer requirements. For example, the following subsections):

- 
- A. Customer(s)-Specific Requirements**
  - B. Special Considerations for Implementing Technology at Customer Location(s)**
  - C. Other Project Characteristics to Insure Success**

**6. CURRENT SITUATION**

*(Provide background environment and information. Some example subsections follow.)*

- A. Background of Customer Business Situation(s)**
- B. Current Architecture and Operating System**
- C. Current Work Flow/Business Flow and Processes**
- D. Current Legacy Systems**
- E. Current System Dependencies**
- F. Current Infrastructure (Limitations, Restrictions)**
- G. Usage/Audience Information**

**7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS**

**A. Required Products**

*(Identify products to be provided by Supplier that will be used to support project requirements. Identify special configuration requirements, and system infrastructure to be utilized with project, including any provided by Customer(s). Provide an overview that reflects how the system will be deployed within the Customer environment(s).)*

**B. Required Services**

*(List the services (e.g., requirements development, design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) included within the project and provided by Supplier in the performance of the project. Note that subsections "C" and "D" below offer areas for expanded detail regarding training, support and maintenance services. Other subsections should be added to expand the information/details/requirements for other service areas, as appropriate. As appropriate, Supplier's proposal should be included.)*

**C. Training Requirements / Knowledge Transfer**

*(Provide overview and details of training services to be provided for project and any special requirements for specific knowledge transfer to support successful implementation. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Customer(s).)*

**D. Support and Maintenance Requirements**

*(Document support / maintenance requirements for the project. This may include conversion support, legacy system integration, transition assistance, maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the project / Services.)*

**E. Personnel Requirements**

(Provide any specific Supplier Personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., consistent with Agreement terms.)

**F. Transition Phase-In/Phase-Out Requirements**

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier, including duration and other pertinent detail, consistent with Agreement terms, including specific Transition Out Assistance.)

**8. TOTAL PROJECT PRICE**

(Pricing for project shall utilize project pricing provided in Exhibit \$ (Pricing and Financial Provisions, including as appropriate, total Fixed Price for project, or not-to-exceed pricing, etc. Include comprehensive provisions for pricing or project.)

(Include provisions respecting invoice retainage (e.g., ten percent (10%)), submission of final invoice to VITA, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by VITA. If travel expenses are not included in project (time and materials) charges, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov> or successor URL(s)). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to VITA for approval prior to incurring such expenses.

(Sections 9 through 11 may be used depending on the project's complexity, risk and need for governance. Simple may utilize only section 10 table; more compacted or major IT project(s) utilize some or all of the Section 9 through 11 tables.)

**9. PROJECT DELIVERABLES**

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this Statement of Work. Subsequent sections may include further detail on the content requirements for some deliverables. Review and acceptance shall be conducted in accordance with **Section 10.3 (Review and Acceptance of Deliverables)** of the Agreement, unless otherwise agreed to and noted in the table below.

| No. | Deliverable Title                  | Due Date | Format Required (i.e., electronic/hard copy/CD/DVD) | Distribution Recipients | Review Complete Due Date | Final Due Date |
|-----|------------------------------------|----------|---|-------------------------|--------------------------|----------------|
|     | Project Plan                       |          |   |                         |                          |                |
|     | Design Plan                        |          |   |                         |                          |                |
|     | Implementation Plan                |          |   |                         |                          |                |
|     | Data Conversion Plan               |          |   |                         |                          |                |
|     | Risk Assessment Plan               |          |   |                         |                          |                |
|     | Test Plan                          |          |   |                         |                          |                |
|     | Training Plan                      |          |   |                         |                          |                |
|     | Performance Plan                   |          |   |                         |                          |                |
|     | Contingency Plan                   |          |   |                         |                          |                |
|     | Disaster Recovery Plan             |          |   |                         |                          |                |
|     | Cutover Plan                       |          |   |                         |                          |                |
|     | Change Management Plan             |          |   |                         |                          |                |
|     | Transition Plan                    |          |   |                         |                          |                |
|     | Monthly Status Reports             |          |   |                         |                          |                |
|     | Quarterly Performance /SLA Reports |          |   |                         |                          |                |
|     | Training Manual                    |          |   |                         |                          |                |
|     | Final Solution Submission Notice   |          |   |                         |                          |                |
|     | Final Acceptance Notice            |          |   |                         |                          |                |

**10. MILESTONES, MILSTONE DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS**

*(This table should include the project’s Milestone Deliverables, when due, associated Charges, any retainage amount to be held until final Acceptance and the net payment for each completed and Accepted Deliverable Milestone. This table includes sample data only and must be customized for your project needs.)*



The following table identifies milestone events and Milestone Deliverables, the associated schedule, any associated Charges, retainage amounts, and net payments.

| Milestone Event                     | Associated Milestone Deliverable(s) | Schedule             | Payment  | Retainage | Net Payment |
|-------------------------------------|-------------------------------------|----------------------|----------|-----------|-------------|
| Project kick-off meeting            | ---                                 | Execution + 5 days   | ---      | ---       | ---         |
| Site survey                         | Site survey report                  | Execution + 10 days  | ---      | ---       | ---         |
| Requirements Analysis & Development | Design Plan                         | Execution+45 days    | \$ _____ | \$ _____  | \$ _____    |
|                                     | Project Plan                        | Execution+45 days    |          |           |             |
|                                     | Implementation Plan                 | Execution + 45 days  |          |           |             |
| Begin Implementation                |                                     | Execution + 60 days  |          |           |             |
| Data Conversion & Mapping           |                                     | Execution + 90 days  | \$ _____ | \$ _____  | \$ _____    |
| Installation of software            | ---                                 | Execution + 90 days  | \$ _____ | \$ _____  | \$ _____    |
| Installation of hardware            | ---                                 | Execution + 90 days  | \$ _____ | \$ _____  | \$ _____    |
| Configuration and testing           | ---                                 | Execution + 120 days | ---      | ---       | ---         |
| Training                            | Training manual                     | Execution + 130 days | \$ _____ | \$ _____  | \$ _____    |
| 30-Day User Acceptance Testing      | ---                                 | Execution + 160 days | \$ _____ | \$ _____  | \$ _____    |
| Implementation complete             | Solution                            | Execution + 160 days | \$ _____ | --        | \$ _____    |
| Final Acceptance                    |                                     | Execution + 210 days | --       | --        | \$ _____    |

**11. EVENTS AND TASKS FOR EACH MILESTONE**

*(As appropriate, provide a table of detailed project events and tasks to be accomplished to fulfill the required Implementation. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should appropriate granularity. The Supplier’s proposal should be tailored to the level of detail required for project governance.)*

*The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.*

| WBS No. | Milestone   | Milestone Event        | Milestone Task      | Interim Task Deliverables | Duration                     |
|---------|-------------|------------------------|---------------------|---------------------------|------------------------------|
| 1.0     | Site survey |                        |                     |                           |                              |
| 1.1     |             | Conduct interviews     |                     |                           |                              |
| 1,1,1   |             |                        | Schedule interviews | None                      | 20 days after contract start |
| 1.1.2   |             |                        | Complete interviews | Interview Results Report  | 25 days after contract start |
| 1.2     |             | Receive AU information |                     |                           |                              |

**12. ACCEPTANCE CRITERIA**

*(This section should identify the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. This section should conform to Agreement provisions respecting Acceptance.)*

*Acceptance Criteria for these Services / project will be based on a User Acceptance Test (UAT) designed and proposed by Supplier and approved by VITA. The UAT will ensure that all of the requirements and functionality required for the Services / project have been successfully delivered as required by VITA and other applicable Customer(s). Supplier will provide VITA and other applicable Customer(s) with a detailed test plan and Acceptance check list based on the VITA approved UAT Plan. This UAT Plan checklist is attached to this Statement of Work as **Exhibit B-X (UAT Plan checklist)**.*

*Each deliverable created under this Statement of Work will be delivered to VITA and any other applicable Customer with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide VITA / other Customer Project Manager(s) with space to indicate if the Deliverable is Accepted, rejected, or conditionally Accepted. Conditionally Accepted deliverables may carry a list of identified deficiencies that need to be corrected in order for the deliverable to be Accepted by the applicable Project Manager(s). Acceptance testing of the results of Implementation activities will be carried out in accordance with the Deliverable Acceptance process described in **Section 10 (Deliverables)** of the Agreement, subject to any Acceptance test plan or other specific terms set out in **Exhibit 2 (Description of Services and Solution)**, unless otherwise agreed to by the Parties and specified below:*

**13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES**

*(This section contains areas to address project assumptions by both the Supplier and VITA, and the consequences if identified assumptions are not accurate, and to assign project-specific roles and responsibilities between the Parties.)*

**A. Project Assumptions and Resulting Consequences**

The following assumptions and resulting consequences are applicable to this project:

**B. Project Roles and Responsibilities**

The following roles and responsibilities have been defined for this project:

**(Sample Project Responsibilities Matrix)**

| <b>Project Responsibilities Matrix</b>   | <b>Supplier</b> | <b>VITA / Customer</b> |
|--|-----------------|------------------------|
| <i>Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Project Plan</i> |                 | √                      |
| <i>Server Hardware</i>   |                 | √                      |
| <i>Server Operating</i>  |                 | √                      |
| <i>Server Network Connectivity</i>   |                 | √                      |
| <i>Relational Database Management Software (Installation and Implementation)</i>   |                 | √                      |
| <i>Server Modules – Installation and Implementation</i>  | √               |                        |
| <i>PC Workstations – Hardware, Operating System, Network Connectivity</i>  |                 | √                      |
| <i>PC Workstations – Client Software</i>   |                 | √                      |
| <i>Application Installation on PC Workstations</i>   | √               |                        |
| <i>Wireless Network Access Points</i>  | √               |                        |
| <i>Cabling, Electric and User Network Connectivity from Access Points</i>  |                 | √                      |
| <i>Wireless Mobile Computing Products – Scanners, printers</i>   | √               |                        |

| <b>Project Responsibilities Matrix</b>                  | <b>Supplier</b> | <b>VITA / Customer</b> |
|---|-----------------|------------------------|
| <i>Project Planning and Management</i>                  | √               | √                      |
| <i>Requirements Analysis</i>                            | √               | √                      |
| <i>Application Design and Implementation</i>            | √               |                        |
| <i>Product Installation, Implementation and Testing</i> | √               |                        |
| <i>Conversion Support</i>                               | √               |                        |
| <i>Conversion Support -- Subject Matter Expertise</i>   |                 | √                      |
| <i>Documentation</i>                                    | √               |                        |
| <i>Training</i>   | √               |                        |
| <i>Product Maintenance and Support</i>                  | √               |                        |
| <i>Problem Tracking</i>                                 | √               | √                      |
| <i>Troubleshooting – IT Infrastructure</i>              |                 | √                      |
| <i>Troubleshooting – Solution</i>                       | √               |                        |

**14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY**

*(This section provides details of any materials, equipment, facilities and property to be provided by VITA or other Customer or the Supplier in performance of the Services for this project. If timing of delivery / performance is critical to the schedule, identify such delivery with hard due dates tied to "Business Days after SOW Effective Date or other appropriate date of reference.)*

- A. PROVIDED BY THE COMMONWEALTH**
- B. PROVIDED BY THE SUPPLIER**

**15. SECURITY REQUIREMENTS**

*(Provide (or reference as an Attachment) specific security requirements.)*

*For any individual VITA Facility, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier Personnel. Supplier may, at any time, be required to execute and complete, for each individual Supplier Personnel, additional forms which may include non-disclosure agreements to be signed by Supplier Personnel acknowledging that all VITA Data is confidential and proprietary. Any unauthorized release of VITA Data by the Supplier or any Supplier Personnel shall constitute a breach of this Agreement.*

Supplier shall comply with all VITA rules, including security requirements in accordance with this Agreement.

## 16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to compliance with requirements under this Agreement generally, the VITA Rules and other requirements are highlighted as applicable to the Supplier's performance under this Statement of WORK.

(List any specific , Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing the Services under this Statement of Work. The first bullet includes a link to Commonwealth-required standards for all Commonwealth technology projects. The rest are examples only.)

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

## 17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES RISK MANAGEMENT

(This section may contain any or all of the following components, at a level of detail commensurate with the level of risk. All risk items should be added to the Deliverables table Risk factors may include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that do not fit with the applicable project schedule, and poor quality of deliverables.)

### A. Initial Risk Assessment

VITA and Supplier shall each provide an initial assessment from their respective perspectives.

### B. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what components of a Risk Management Strategy. Budget contingencies to accommodate potential risks should be identified and included.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. Mitigation must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

### C. Risk Management Plan

*(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Include all Deliverables associated with risk strategizing and planning to the list of Deliverables.)*

## 18. DISASTER RECOVERY

*Planning for project related disaster recovery is necessary to ensure continuity of service. The criticalness and complexity of the project, including its workflow into other dependent systems (of VITA, other Customers or federal systems), will determine if a simple contingency plan or a detailed contingency plan is required, including one that fulfills the Commonwealth's ITRM Guideline SEC508-00 found at this link or successor URL:*

*[http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04\\_18\\_2007.pdf](http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf)*

*A likely Deliverable for this section would be a Continuity of Operations Plan, which may be included via the above link in this Statement of Work. These requirements also include the following processes, which should be included, as appropriate in the requirements for this section, to be performed by Supplier and VITA or other Customer, as appropriate:*

- Development of the IT components of the Continuity of Operations Plan (COOP)*
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- Development and exercise of the IT System Backup and Restoration Plan*

## 19. PERFORMANCE BOND / INSURANCE REQUIREMENTS

*(As appropriate, provision for performance bond or special insurance requirements beyond those in this Agreement may be included. )*

*The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total Charges provided under this Statement of Work and shall provide a copy of the bond to VITA within (10) days of execution of this Statement of Work. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this Statement of Work Agreement, including without limitation the Supplier's obligation to indemnify VITA and other Customer(s), the performance bond shall be forfeited to VITA. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to VITA.*

## 20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

*(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in this Agreement. Examples are listed.)*

**A. Service Level / Critical Deliverable Requirements****B. Mean-Time-Between-Failure Requirements****C. Data Access/Retrieval Requirements****D. Additional Warranties****21. REPORTING**

*(The following are examples of reporting requirements which should be included in the Statement of Work, as appropriate, including based upon the project's governance requirements. In an effort to help VITA monitor Supplier performance, this Statement of Work may include "Supplier Performance Assessments" to be performed by the Project Manager.)* Reporting obligations are also set forth in **Exhibit 3 (Reporting and Service Level Management)** of the Agreement and as follows:

**A. Weekly/Bi-weekly Status Update.**

The **weekly/bi-weekly** status report, to be submitted by Supplier to VITA, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**B. Supplier Performance Self-Assessment.**

Within thirty (30) days of SOW Effective Date, the Supplier and VITA will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to VITA who may respond to Supplier with any comments.

**C. Performance Auditing**

*(If Service Level or Critical Deliverable requirements are provided, VITA shall have the right to audit the Supplier's fulfillment of all requirements, which should be reported in Reporting section. Such provisions should be consistent with the applicable provisions of the Agreement.)*

VITA may audit the results of Supplier's Service Level and Critical Deliverables obligations and performance requirements on a weekly/monthly/quarterly basis, within ten (10) days of receipt of Supplier's applicable reports(s). Any discrepancies will be discussed between VITA and Supplier and necessary Service Level Credit / Deliverable Credits will be provided. As appropriate, issues will be escalates in accordance with the dispute resolution provisions of this Agreement.

**D. Supplier Performance Assessments**

*(This provision addresses assessments of the Supplier's performance and disseminates such assessments to VITA other Customers, as applicable.)*

**22. CHANGE MANAGEMENT**

*(Changes to the Services and/or to the project under this SOW must be documented for proper project oversight, in accordance with applicable provisions of this Agreement. As appropriate, changes to configuration, incidents, deliverables, schedule, price or other factors must be properly*

managed and documented. Any changes to Charges must be in compliance with the Code of Virginia, § 2.2-4309, Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this Statement of Work must remain within the boundaries of the scope of the Agreement.

VITA PMD processes and templates located at the following:

<http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this Statement of Work in a “from/to” format and be placed in a numbered modification letter referencing this Statement of Work and date, with a new effective date. **Attachment B (Form of Change Order)** to the Agreement provides a template for use for any changes to this Statement of Work. Changes must conform to and not conflict with this Agreement. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this Statement of Work shall be in written form and fully executed between the VITA’s and the Supplier’s authorized representatives. For administrative changes, the Parties agree to use **Attachment B (Form of Change Order)** to the Agreement. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

### 23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

VITA / other Customer:

Supplier:



By signing below, both parties agree to the terms of this Statement of Work.

**Supplier:**

\_\_\_\_\_

(Name of Supplier)

**VIRGINIA INFORMATION TECHNOLOGIES  
AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature)

Name: \_\_\_\_\_

(Print)

(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B to Master Services Agreement

### CHANGE ORDER TEMPLATE

This is **Attachment A (Change Order Template)** to the Master Services Agreement, dated as of \_\_\_\_\_, 2016, by and between VITA and Supplier.

*[Note to Template Users: Instructions for using this template to draft a Change Order are in gray highlight and italics. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is variable and in final form should not be highlighted.]*

Change Order No. **XXX** for Statement of Work **D-X**  
Between **(NAME OF AGENCY/INSTITUTION)** and **(SUPPLIER NAME)**

Issued Under  
CONTRACT NUMBER **[XYZ]**  
BETWEEN  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
**(SUPPLIER NAME)**

This **Change Order No. XXX**, dated as of \_\_\_\_\_, 20\_\_\_\_, hereby modifies and is made an integral part of **Statement of Work D-X** between **NAME OF AGENCY/INSTITUTION** (“**Authorized User**”) and **NAME OF SUPPLIER** (“**Supplier**”), as amended through the date of this Change Order No. **XXX** (the “**SOW**”) which was issued under Contract Number VA-**XXXX-XXXX** (the “**MSA**”) between the Virginia Information Technologies Agency (“**VITA**”) and Supplier.

### CHANGE ORDER

This is Change Order No. **XXX** to a SOW executed by **Authorized User** and Supplier under which Supplier is to provide the Authorized User (and other Customers as applicable) with Services, as provided therein (the “**Services**”).

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

#### 1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

*[The duration of the Period of Performance is increased by four (4) months.]*

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. **XXX** is issued pursuant to and, upon execution, shall become incorporated in the SOW. In the event of conflict between this Change Order No. **XXX** and the SOW, this Change Order No.

XXX shall control, subject to the order of precedence rules in **Section 24.S (Terms of MSA to Control; Order of Precedence)** and the limitation in such section that a SOW may contain (including through amendment by this Change Order No. XXX) additional terms and conditions from the MSA, but such changes may not conflict with or undermine the integrity of the terms and conditions of the MSA.

The foregoing is the complete and final expression of the agreement between the Authorized User and Supplier with respect to the subject matter of this Change Order No. XXX and cannot be modified, except by a writing signed by duly authorized representatives of Authorized User and Supplier.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, Supplier and Authorized User agree to the terms of this Change Order No. XXX, effective as of the date first above written.

Supplier  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized User  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Agency Head or Designee  
Date: \_\_\_\_\_

## LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to [§ 2.2-2012](#) of the Code of Virginia and on behalf of the Commonwealth of Virginia, and {---Supplier Name---} (“Supplier”), a business incorporated in [REDACTED], F.E.I.N. {---Federal ID---}, having its principal place of business at [REDACTED], are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract (“[REDACTED]”) provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier’s standard form contract and together shall govern the use of any and all [REDACTED] (name of) [REDACTED] Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by [§ 2.2-4301](#) and referenced by [§ 2.2-4304](#) of the Code of Virginia, and private institutions of higher education which are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, and hereinafter referred to as “Authorized Users.”

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in [Title 2.2](#) of the Code of Virginia, any license granted by Supplier shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, such license shall be held by that public body. If Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

As used herein, the term “contract” shall mean the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “Customer,” “You,” and/or “you,” as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier’s standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier’s standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier’s standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) et seq. of the Code of Virginia;
4. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier’s benefit;
5. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;

6. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* § 8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 et seq. of the *Code of Virginia*;
12. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;
14. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia..
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with the contractual provisions at the following URL, which are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference:  
<https://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>  
The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically;
20. Not complying with the contractual claims provision § 2.2-4363 of the *Code of Virginia* which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the *Code of Virginia*;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

23. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
24. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in Commonwealth or Authorized User data to Supplier;
26. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
27. Obligating the Commonwealth beyond approved and appropriated funding. All payment obligations from public bodies under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
28. Permitting unilateral modification of the contract by Supplier;
29. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
30. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
31. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
32. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
33. Delaying the acceptance of the contract or its effective date beyond the date of execution;
34. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
35. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
36. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
37. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
38. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

The parties further agree as follows:

39. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
40. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from

and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

41. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts. Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.
43. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.
44. Payments for license fees, including subscription fees, and support services are only authorized to be made to the prime supplier who has a direct contractual relationship with VITA via the prime contract; or payments shall be made by an Authorized User of the prime contract to the prime supplier via any order or Statement of Work issued under the prime contract. Payment to any software reseller or the software publisher/licensor who is not the "Supplier" identified in VITA contract [placeholder to insert VITA contract number] is not authorized to invoice VITA or an Authorized User directly and will not be paid.

This contract, consisting of this VITA addendum and the Supplier’s standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**[SUPPLIER]**

**VITA**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **1. Applicable Laws and Courts**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

## **2. Anti-Discrimination**

In every Contract over \$10,000 the provisions in a. and b. below apply:

- a. To the extent allowed by law, during the performance of this Contract, the Contractor agrees as follows:
  - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, status as a service disabled veteran in accordance with [§2.2-4310](#) or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **3. Immigration**

Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration

Reform and Control Act of 1986.

#### **4. Contractor/Subcontractor Participation in E-Verify**

In compliance with *Code of Virginia* § [2.2-4308.2](#), (Effective December 1, 2013), registration and use of federal employment eligibility verification program is required for all Contractors and subcontractors ("employer") conducting business in the Commonwealth.

A. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

B. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall [register](#) and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.

C. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

If requested, a Contractor must show proof of their continued participation e-Verify.

#### **5. Antitrust**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

#### **6. Payment**

a. To Prime Contractors:

- 1) Contractor shall provide social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute.

b. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- 2) Interest shall accrue at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as stated in (2) above. The date of mailing of any

payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3) The Contractor will include the provisions of a. above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

## **7. Modifications**

This contract may be modified in accordance with [§ 2.2-4309](#) of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration.

The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to [§ 2.2-4363](#) (contractual claims) or any other applicable statute or regulation. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in [§ 2.2-4363](#).

## **8. Drug-Free Workplace**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

## **9. Section 508 Compliance**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ [2.2-3500](#) through [2.2-3504](#) of the *Code of Virginia*.

## **10. Non-Visual Access**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating

systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ [2.2-3500](#) through [2.2-3504](#) of the *Code of Virginia*.

## **11. Authorized To Transact Business**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law.

A Contractor shall not allow its existence as a partnership or corporation to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the Contract. The Commonwealth may void this Contract, in whole or in part, if the Contractor fails to remain in compliance with the provisions of this provision.

## **12. Insurance**

The Contractor and any subcontractors will maintain the following insurance coverages during the entire term of the Contract. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.

- (i) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- (ii) Employer's Liability - \$100,000.
- (iii) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

### **13. Data Privacy**

In accordance with [§ 2.2-2009](#) of the *Code of Virginia*, during the performance of this contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.



*IRS Publication 1075 - Exhibit 7 Safeguarding Contract Language (September 2016)*

Link: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

**Safeguarding Contract Language  
Exhibit 7  
CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES  
I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.



(10) (Include any additional safeguards that may be appropriate.)

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.