Amendment Approval Form

Contract Between:

Northrop Grumman Systems Corporation
7575 Colshire Drive
McLean, VA 22102-7508

and

The Commonwealth of Virginia
11751 Meadowville Lane
Chester, VA 23836

Contract Number	**VA-051114-NG**
Amendment Number	**80**
Description of Contract Change – Provide a brief description of contract change	• Removes Oracle products from Managed Expenses and adds a credit for those Oracle products • Adds such credit to Section 5.2.6(b) of Schedule 10.1
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	• Schedule 10.1 (Fees): Section 2.4 (Managed Expenses) and Section 5.2.6 (Other Adjustments)

This is Amendment No. 80 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended (hereinafter, "Amendment No. 80"). The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. Except as expressly modified in Amendment No. 80, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in Amendment No. 80 shall have the meanings assigned to them in the Agreement. Amendment No. 80 is effective as of March 1, 2013.

1. In Schedule 10.1, the Fees Schedule, Section 2.4 is deleted in its entirety and replaced with the following.

"2.4 Managed Expenses

Vendor will provide a monthly credit to the Commonwealth for Managed Expenses. As used in the Agreement, the term "Managed Expenses" means the costs incurred by the Commonwealth for Managed Employees, as described in Section 7 below. The Managed Expenses will not be included in the calculation of the Overall Fee Limitation."

2. The following is added as a new Section 5.2.6(b) to Schedule 10.1.

"(b) As specified in Amendment No. 80, the Commonwealth assumes sole responsibility from Vendor for the procurement and purchase of Oracle licenses, except those Oracle licenses used solely by Vendor for the support and monitoring of the underlying infrastructure as performed by the ITSM ticket incident system and batch processing tool. The Parties have agreed that the value of, and full and complete consideration for, such assumption is $3,200,000.00 per year, which value will be applied as a credit to Vendor's invoice in the amount of $266,667 each month, beginning in March 2013 and continuing through the termination of all or any portion of Appendix 7 to Schedule 3.3, the Mainframe and Server Services SOW. Such credit will not be subject to cost of living adjustment under Section 12 (COLA). Vendor will apply an additional credit to its invoices from March 2013 through January 2014 in an amount equal to $1,733.00 per month for the amortized value for two Oracle Enterprise Edition licenses having Commonwealth asset numbers 26833 and 26868.

The Parties have executed this Amendment No. 80 on the dates indicated below.

VITA for the Commonwealth of Virginia	**Northrop Grumman Systems Corporation**
By:	By:
Name: Perry Pascual	Name: Roxanne Esch
Contract Manager	Director, Contracts
Date: 4/25/2013	Date: April 23, 2013