

**Amendment No. 60
to the
Comprehensive Infrastructure Agreement**

This is Amendment No. 60 (this “Amendment” or “Amendment 60”) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor originally dated as of November 14, 2005 and as subsequently amended. The Commonwealth and Vendor have agreed to modify the Comprehensive Infrastructure Agreement as set forth below. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Commonwealth and Vendor agree as follows:

1. Except as expressly modified below, the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement.
2. Schedule 10.1, Fees, to the Agreement is deleted in its entirety and replaced with the attached Exhibit A, which is incorporated into this Amendment by this reference. While each Party must rely on its own legal advisors, both Parties believe that the Virginia Public Procurement Act’s prohibition on cost plus pricing does not apply to this Agreement.
3. Attachments 10.1.1, 10.1.4, 10.1.5, 10.1.7, 10.1.8, 10.1.10, 10.1.11, and 10.1.12 to Schedule 10.1, are deleted in their entirety and replaced with the attached Exhibit B, which is incorporated into this Amendment by this reference. New Attachments, 10.1.3-A, 10.1.4-A, 10.1.4-B, and 10.1.5-A, as set forth in the attached Exhibit B, are added to Schedule 10.1. Attachments 10.1.2, 10.1.3, 10.1.6 and 10.1.9 are not changed, but are included in Exhibit B for ease of reference.
4. Attachment 10.1.14, Relocation and Move Matrix is added to Schedule 10.1 as set forth in Exhibit B-1, which is incorporated into this Amendment by this reference.
5. Attachment 10.1.13 to Schedule 10.1, Pricing Assumptions, is deleted in its entirety and replaced with the attached Exhibit C, which is incorporated into this Amendment by this reference.
6. Appendix 1 to Schedule 3.3, Cross Functional Services SOW, excluding Addendum 1, is deleted and replaced with the attached Exhibit D, which is incorporated into this Amendment by this reference.
7. Addendum 2 to Appendix 1 to Schedule 3.3, Disaster Recovery Services, is added as set forth in Exhibit E, which is incorporated into this Amendment by this reference.
8. Addendum 3 to Appendix 1 to Schedule 3.3, DSS Shared Services, is added as set forth in Exhibit F, which is incorporated into this Amendment by this reference.
9. Appendix 2 to Schedule 3.3, Internal Applications SOW, excluding Addendums 4 and 5, is deleted and replaced with the attached Exhibit G, which is incorporated into this Amendment by this reference.

- 10.** Appendix 3 to Schedule 3.3, Security Services SOW, excluding Addendums 4 and 5, is deleted and replaced with the attached Exhibit H, which is incorporated into this Amendment by this reference.
- 11.** Addendum 6 to Appendix 3 to Schedule 3.3, Enterprise VPN Services, is added as set forth in Exhibit I, which is incorporated into this Amendment by this reference.
- 12.** Appendix 4 to Schedule 3.3, Help Desk Services SOW, excluding Addendums 5 and 6, is deleted and replaced with the attached Exhibit J, which is incorporated into this Amendment by this reference.
- 13.** Appendix 5 to Schedule 3.3, Desktop Computing Services SOW, excluding Addendum 6, is deleted and replaced with the attached Exhibit K, which is incorporated into this Amendment by this reference.
- 14.** Addendum 5 to Appendix 5 to Schedule 3.3, Statement of Technical Approach, is deleted in its entirety and replaced with the attached Exhibit L, which is incorporated into this Amendment by this reference.
- 15.** Addendum 7 to Appendix 5 to Schedule 3.3, Hard Drive Encryption for Workstations, is added as set forth in Exhibit M, which is incorporated into this Amendment by this reference.
- 16.** Addendum 8 to Appendix 5 to Schedule 3.3, Network Attached, Large Volume Copier Service, is added as set forth in Exhibit N, which is incorporated into this Amendment by this reference.
- 17.** Appendix 6 to Schedule 3.3, Messaging Services SOW, excluding Addendum 5, is deleted and replaced with the attached Exhibit O, which is incorporated into this Amendment by this reference.
- 18.** Appendix 7 to Schedule 3.3, Mainframe & Server SOW, excluding Addendums 6 and 7, is deleted and replaced with the attached Exhibit P, which is incorporated into this Amendment by this reference.
- 19.** Appendix 8 to Schedule 3.3, Data Network Services SOW, excluding Addendums 7 and 8, is deleted and replaced with the attached Exhibit Q, which is incorporated into this Amendment by this reference.
- 20.** Addendum 9 to Appendix 8 to Schedule 3.3, Managed Network Services, is added as set forth in Exhibit R, which is incorporated into this Amendment by this reference.
- 21.** Addendum 10 to Appendix 8 to Schedule 3.3, Internet Access Site List, is added as set forth in Exhibit S, which is incorporated into this Amendment by this reference.
- 22.** Addendum 12 to Appendix 8 to Schedule 3.3, Secure Wireless Network Services, is added as set forth in Exhibit T, which is incorporated into this Amendment by this reference.

- 23.** Appendix 9 to Schedule 3.3, Voice and Video Telecom Services SOW is deleted in its entirety and replaced with the attached Exhibit U, which is incorporated into this Amendment by this reference.
- 24.** Addendum 6 to Appendix 9 to Schedule 3.3, Statement of Technical Approach, is deleted in its entirety and replaced with the attached Exhibit V, which is incorporated into this Amendment by this reference.
- 25.** Appendix 12 to Schedule 3.3, Legacy Operations Framework, is added as set forth in Exhibit W, which is incorporated into this Amendment by this reference.
- 26.** Schedule 3.12, Service Level Methodology, is deleted in its entirety and replaced with the attached Exhibit X, which is incorporated into this Amendment by this reference. Addendum 1 to Schedule 3.12 is deleted in its entirety.
- 27.** Schedule 24, Enhanced Dispute Resolution Procedures, is added as set forth in Exhibit Y, which is incorporated into this Amendment by this reference.
- 28.** Schedule 28.12 and the attachments thereto are deleted in their entirety.
- 29.** The text of Section 3.1.1 of the Agreement is deleted in its entirety and replaced with the following: “As used herein, “Services” means all of the following:
- (i) tasks, services, and functions described in this Section 3 or Schedule 3.3 of this Agreement and its appendices and their addendums or elsewhere in this Agreement;
 - (ii) all IT services being performed by the Affected Employees prior to the Service Commencement Date;
 - (iii) all IT services accounted for in the categories of the Commonwealth IT Base Case;
 - (iv) all tasks and services that are incidental, ancillary, customary, or necessary, to and for the performance and receipt of any of the services expressly described in Schedule 3.3 and its appendices and their addendums of this Agreement, exclusive, however, of services or functions for which the Commonwealth expressly retains responsibility hereunder.

Vendor’s obligation to provide the Services identified in subsections (ii) and (iii) above shall be limited to the volume of such services as of the Service Commencement Date, to the extent that such volume is ascertainable, verifiable and mutually agreed to by the Parties or established through the Dispute Resolution procedure outlined in Section 24. To the extent that Vendor establishes that the Commonwealth’s usage of Services identified in subsections (ii) and (iii) have increased since Service Commencement Date, Vendor’s provision of the additional volume shall be the basis for an adjustment as described in Section 5.5 of Schedule 10.1. If the Parties mutually agree to modify the Agreement so that Vendor shall no longer be obligated to provide some or all of the Services, there shall be a commensurate reduction in the Fees to account for any resulting reduction in Vendor’s costs. Whether a particular service or function falls within the scope of the Services, such particular service or function shall be further governed by Section 6.4 of the Agreement and Schedule 10.1. In the event of any dispute between the Parties as to whether such services, products, or resources are within the scope of

the Services then the dispute shall be resolved in accordance with Section 24 of the Agreement. Notwithstanding the definition of Services in Section 3.1.1 of the Agreement, generally all IT services being performed for the Commonwealth by Vendor or its subcontractors as of the date of this Amendment shall continue unless Vendor and the Commonwealth reach agreement otherwise through the process outlined in Section 3.1.3.

30. The following Section 3.1.3 is added to Section 3.1 of the Agreement:

3.1.3 Proposal to Discontinue

Vendor must provide the Commonwealth with a written proposal prior to discontinuing any tasks, functions, activities or products that Vendor or its subcontractors have knowingly provided to the Commonwealth on a sustained basis subsequent to Service Commencement Date but which Vendor determines should be discontinued. Vendor's proposal must: (a) specify with particularity the tasks, functions, activities or products identified for discontinuance and any associated Assumed Contracts; and (b) identify whether such tasks, functions, activities or products are (i) replaced or accommodated by Vendor or (ii) determined by Vendor to be outside the scope of the Services. The Commonwealth must provide a detailed response to Vendor's proposal to discontinue within fifteen business days. If the Commonwealth agrees with the proposal to discontinue, Vendor may immediately discontinue such tasks, functions, activities or products. However, if the Commonwealth needs to replace the tasks, functions, activities or products identified for discontinuance, then Vendor shall continue providing or performing the same for up to six months on the same cost basis as prior thereto. The Commonwealth shall act expeditiously to procure such replacement. If any affected Eligible Customers' operations are impacted by Vendor's violation of this Section 3.1.3, then the provisions of Section 16.1.4(iv) shall apply.

If the Commonwealth disagrees with the proposal to discontinue, the Commonwealth must provide Vendor with reasonable detail of its disagreement within the designated response time. The Parties' contract managers will endeavor to work out any disagreements. If the Commonwealth still disagrees, then Vendor may immediately initiate the expedited dispute resolution procedures specified in Schedule 24. Vendor must continue to provide such tasks, functions, activities, or products throughout the expedited dispute resolution process. If the outcome of the expedited dispute resolution process favors Vendor, then Vendor may immediately discontinue such tasks, functions activities or products. Notwithstanding such outcome in favor of Vendor, at the Commonwealth's request, Vendor will continue to provide such tasks, functions, activities, or products for up to six (6) months, provided that the Commonwealth agrees in advance to pay Vendor for such tasks, functions, activities, or products. If such outcome favors the Commonwealth then Vendor must continue to provide such tasks, functions, activities or products.

In addition, Vendor shall identify all Assumed Contracts that it has discontinued within the twelve months prior to the execution of Amendment No. 60 and provide such list to the Commonwealth within forty-five days of the execution of Amendment No. 60.

31. In Section 3.6 of the Agreement, the paragraph beginning with the sentence "*Such responsibilities as described above in this Section 3.6 shall be effective on, and shall be*

performed by Vendor with respect to all periods during the Term on or after, the Service Commencement Date.” is deleted in its entirety and replaced with the following: “Such responsibilities as described above in this Section 3.6 shall be effective on, and shall be performed by Vendor with respect to all periods during the Term on or after, the Service Commencement Date. Vendor shall have responsibility for upgrading, modifying, or replacing hardware and Software as may be necessary for the performance of the Services in accordance with the Service Levels and the other requirements of this Agreement, or as may otherwise be Vendor’s responsibility in connection with the technology refreshments obligations described in Section 3.11. Except as expressly provided otherwise in Section 3.5, Section 3.6 or Section 3.11, Vendor shall procure such resources and technology refreshments at no additional cost to the Commonwealth. Projects and required Software, hardware and services (other than Current Projects, as described in Section 3.7) initiated by the Commonwealth after the Effective Date, without the prior written consent of Vendor (which consent may not be unreasonably withheld), and that require upgrading, modifying, or replacing of hardware or software, will remain the responsibility of the Commonwealth. Assets that are no longer being used in connection with the Services hereunder shall be disposed of by Vendor in accordance with procedures set forth in the Procedures Manual and the other requirements of this Agreement, and in accordance with Commonwealth policies and procedures for the removal of data from, and recycling of, such assets, including the disposal of the assets themselves. In fulfilling its obligation to procure resources (including technology refreshments) hereunder, Vendor shall provide the Commonwealth with new assets, and Vendor shall not be entitled to fulfill such obligation through the use of repaired, refurbished, or reconditioned assets; provided that the Commonwealth acknowledges that Machines may be maintained, or upgraded as part of technology refreshments, using some refurbished parts warranted as new. If assets are made excess through a reduction in ordered Services, Vendor shall be entitled to re-utilize such assets for the remainder of the unutilized useful life of such assets (based upon the technology refresh schedules) as if such assets were new. Notwithstanding the foregoing, at the Eligible Customer’s request and Commonwealth’s expense, Vendor will upgrade the memory and hard disks for any such re-utilized desktop and laptop assets in accordance with Section 5.5 of Schedule 10.1. Such upgrades will not result in the extension of the useful life of the asset. Vendor shall schedule such procurements and technology refreshments in advance and in such a way as to prevent any material interruption or disruption of Services to the Commonwealth or any of the End-Users. Vendor shall be required to obtain the prior written consent of the Commonwealth before acquiring, maintaining, upgrading, or refreshing any asset that is used or to be used by the Commonwealth, Vendor, or third parties in connection with the provision of the Services, if such acquisition, maintenance, upgrade, or refreshment could reasonably be expected to result in any additional cost to the Commonwealth, whether in the Commonwealth’s daily operations or upon or during Disentanglement, or any diminution in the nature or level of performance of any portion of the Services.”

32. The following sentence at the end of Section 3.12.1 of the Agreement is deleted in its entirety: “*Vendor shall prepare and deliver or make available to VITA, by the tenth (10th) business day of the following month, a Service Level report of the form described, and with such other characteristics as are listed, in Schedule 17.1.*”

33. Sections 3.12.2, 3.12.3, and 3.12.4 of the Agreement are deleted in their entirety.

34. In Appendix 11 to Schedule 3.3, the definition for “Incident” is deleted and the following definition is added: “Active Reserve Asset - Those assets at an Eligible Customer Location which are not being utilized, not connected to the Network, and not assigned to an End User. Active reserve assets shall not be refreshed and once placed in active status, an asset cannot be returned to active reserve status. The Fees specified in the Attachments to Schedule 10.1 are not applicable to assets designated as an active reserve asset. No additional assets shall be declared an active reserve asset after the execution date of Amendment No. 60.”

35. The following sentences are added to Section 3.22: “No later than August 1, 2010, the Parties shall jointly develop, among other things, enhanced ordering processes. Prior to implementation, the enhanced processes shall be presented to and approved by the Parties’ Relationship Managers. The enhanced processes shall include, but are not limited to, the following elements: (a) Delineation of responsibilities and timelines for completing each step within the enhanced processes; (b) Standard templates and forms to be used by the Parties to facilitate the enhanced processes; (c) Mandatory and regularly scheduled reviews and checkpoints for each step within the enhanced processes; (d) Methods for integrating the enhanced processes with other business functions for expedited implementation of changes resulting from the enhanced processes. The description of such processes shall be purely an operational document and in no event shall it be considered a modification to this Agreement or any component thereof.”

36. In Section 6.4.1 of the Agreement, the two sentences reading: “*The Parties understand and agree that all work requested in an In-Scope Work Requests shall be within the scope of Services and the Fees set forth in Schedule 10.1 hereto. The Parties shall also maintain a mutually agreed-upon change management procedure, which shall be included in the Procedures Manual.*” are deleted in their entirety and replaced with the following: “Work requested in an In-Scope Work Request must be either expressly referenced in Schedule 3.3 as within the scope of the Services or expressly set forth as a Fee in Schedule 10.1 or fall into one of the categories identified in Section 3.1.1. Work that does not meet these requirements must be requested in accordance with Sections 6.5 or 11. If the In-Scope Work Request includes any incremental, non-recurring installation or start up costs, Vendor shall not commence the requested work without the Commonwealth’s express authorization. None of the foregoing provisions alter or limit Vendor’s obligations pursuant to Section 3.5 Technological Improvements and Section 10.15 Paradigm Technological Shift.”

37. Section 6.4.2 of the Agreement is deleted in its entirety and replaced with the following: “6.4.2 Deemed In-Scope Work Requests If the Parties have completed the issues management process and the expedited dispute resolution procedures in accordance with Schedule 24 and the Parties still cannot agree as to whether a specific request by the Commonwealth for services, products, or resources from Vendor is within the scope of the Services and the Fees set forth in Schedule 10.1 and the financial impact on Vendor of satisfying such request is less than Twenty-Five Thousand Dollars (\$25,000), then to the extent that the cumulative and aggregate amount of all such services, products, or resources so provided does not result in a financial impact on Vendor in excess of One Hundred Twenty-Five Thousand Dollars (\$125,000) during any Contract Year, and the subject of the request has not previously been determined to be outside the scope of the Services, then the Chief Information Officer of the Commonwealth may deem such request to be an In-Scope Work Request. In the event that

the CIO exercises this right, (i) such failure of the Parties to agree shall not be deemed a Disagreement and (ii) any exercise of this right will not act as precedent for future Disagreements.”

38. The following is added to the end of the second bullet point in Section 8.0 of Schedule 8.1 of the Agreement: “Such costs shall include enhanced retirement benefits offered pursuant to Va. Code §2.2-3204, however, the Parties have agreed that so long as the deferred payment authorized in Item 472.10(E) of the 2009 Appropriations Act remains in force or similar provisions are enacted in the future, Vendor shall not reimburse VITA for such deferred payments.”

39. The following is added to the end of Section 10.5 of the Agreement: “If an Eligible Customer or other agency does not pay VITA, such nonpayment does not constitute a reason to withhold payment of Fees or any other charges invoiced by Vendor provided that Vendor has delivered the subject Services in accordance with the Agreement and the subject invoice and supporting data provide all information required in Section 10.3.1. Nothing herein shall limit the Commonwealth’s rights subject to Sections 10.5, 10.9 or 14.7 of the Agreement. In accordance with Section 10.9, the Commonwealth shall notify Vendor of any Deliverables, products or Services that will or may be affected by a shortage of funds as described in Section 10.9 as soon as commercially reasonable after first learning thereof.”

40. In Section 10.8 of the Agreement, the sentence reading: “*Provided such report is not in dispute, or as applicable after such dispute has been resolved, Vendor shall promptly adjust the Fees to eliminate any customer-unfavorable variance from the Benchmark Standard.*” is deleted in its entirety and replaced with the following: “Provided such report is not in dispute, or as applicable after such dispute has been resolved, Vendor shall promptly adjust the Fees to eliminate any customer unfavorable variance from the Benchmark Standard with the following exceptions. Benchmarking performed during or after Contract Year Ten will exclude Fee amounts that resulted from the Contract Year Ten COLA applications. Benchmarking performed during or after Contract Year Eleven will compare Fees that are equal to the 10.1.5 Fees times the corresponding “Percent of Fees Benchmarked” designated in the table below, after subtracting the fee increase as a result of the Contract Year Ten COLA application. If the Benchmark Standard is still less than the corresponding amounts calculated above, the 10.1.5 Fees will be decreased by only the difference between the Benchmark Standard and the amount calculated.

Tower	Percent of Fees Benchmarked
Account Management & Administration	88.8%
Data Center (Mainframe/Server)	79.6%
Desktop Computing	100%
Messaging	50.8%
Data Network	80.9%
Voice Network	100%
Security	75.8%
Help Desk	90.5%
Internal Applications	86.8%

Without limiting the foregoing, with the Vendor's cooperation, the Commonwealth has the right to conduct a benchmark once every twelve (12) months during Contract Years Five through Nine of the bandwidth Resource Units provided as part of the Data Network Services, taking into consideration adjustments for reasonably comparable elements of the Service and the Service Levels, as to ensure that the bandwidth Resource Unit Charges are similar in price to substantially similar bandwidth offerings (accounting for the scope, circumstances, service levels, duration, and volume of business) of other IT service-providers."

41. In Section 10.5 of the Agreement, the sentence reading: "*The Parties agree that the following expedited timeframes shall apply to the dispute resolution process set forth in Section 24 with respect to payment disputes: (i) fifteen (15) days (instead of thirty (30) days) in Section 24.1.1 with respect to resolution efforts by the Relationship Managers; and (ii) fifteen (15) days (instead of thirty (30) days) in Section 24.1.1 with respect to resolution efforts by the Strategy Committee.*" is deleted in its entirety and replaced with the following: "The Parties agree that the resolution of Disagreements shall follow the processes set forth in Section 24 and Schedule 24, except that the Party asserting the right to payment may elect, by notice provided in accordance with Section 27.4, not to engage in expedited non-binding mediation."

42. In Section 10.9 of the Agreement, the sentence reading: "*Each payment obligation of the Commonwealth is contingent upon the appropriation, allocation and availability of sufficient government funds for the payment of such an obligation.*" is deleted in its entirety and replaced with the following: "Each payment obligation of the Commonwealth is contingent upon the appropriation, allocation, and availability of sufficient government funds for the payment of such an obligation, and in the absence of same, Vendor shall not be required to perform the corresponding Services."

43. The text of Section 14.1.1 of the Agreement is deleted in its entirety and replaced with the following: "The period during which Vendor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and end on the date (the "Expiration Date") that is: (i) the thirteen year anniversary of the Service Commencement Date; or (ii) the applicable Termination Date, in the event of a termination pursuant to Sections 14.2 through 14.8."

44. Sections 14.1.2 and 14.1.3 of the Agreement are deleted in their entirety.

45. In Section 15.4.7 of the Agreement, the sentence reading: "*Upon (i) expiration of the Term, or (ii) termination of the Agreement (in the event that the Commonwealth is not otherwise already assuming such lease pursuant to Section 14.11), the Commonwealth may, in its sole discretion, sublease from Vendor that portion of the Commonwealth Enterprise Solution Center occupied by the Commonwealth and/or used to perform the Services at such time for the balance of Vendor's lease for such facility at an annual fee no greater than the Year 10 lease charge set forth in Schedule 10.1.*" is deleted in its entirety and replaced with the following: "Upon (i) expiration of the Term, or (ii) termination of the Agreement (in the event that the Commonwealth is not otherwise already assuming such lease pursuant to Section 14.11), the Commonwealth may, in its sole discretion, sublease from Vendor that portion of the Commonwealth Enterprise Solution Center occupied by the Commonwealth and/or used to perform the Services at such time for the balance of Vendor's lease for such facility at an annual

fee no greater than the lease charge set forth in Attachment 10.1.12 to Schedule 10.1 for Contract Year 13.”

46. The following Section 16.1.4(iv) shall be added to the Agreement: “(iv) Losses and reasonable costs and expenses incurred by an Eligible Customer as a direct result of Vendor’s violation of Section 3.1.3.”

47. In Section 17.3 of the Agreement, the sentence reading: “*For avoidance of doubt, in calculating the overall aggregate amount of Fees in connection with the Overall Fee Limitation set forth in Section 2.0 of Schedule 10.1, the credit for the Industrial Funding Adjustment shall not be deducted from any of the items described in clauses (a), (b), and (c) of Section 2.1 of Schedule 10.1 or otherwise factored into such calculation.*” is deleted in its entirety and replaced with the following: “For avoidance of doubt, in calculating the overall aggregate amount of Fees in connection with the Overall Fee Limitation set forth in Section 2.0 of Schedule 10.1, the credit for the Industrial Funding Adjustment shall not be deducted from any of the items described in clauses (a), (b), (c) or (d) of Section 2.2 of Schedule 10.1 or otherwise factored into such calculation. As of March 1, 2010, the Industrial Funding Adjustment shall be based on half a percent (0.5%) of the prior month’s paid invoice.”

48. In Section 18.1.4 of the Agreement, the sentence reading: “*Vendor shall submit the proposed control objectives to VITA for approval prior to conducting the audit.*” is deleted in its entirety and replaced with the following: “Vendor shall submit the proposed control objectives to VITA for approval prior to conducting the audit, provided, however Vendor’s actually incurred, out of pocket expense for such audit shall not exceed five hundred thousand dollars (\$500,000).”

49. Section 24.1 of the Agreement is deleted in its entirety and replaced with the following:

“24.1 Dispute

24.1.1 Informal Dispute Resolution

If any Disagreement, other than a dispute involving a claim of breach under Section 19 hereof, arises between the Parties, the Parties shall attempt in good faith to resolve the issue through the Issues Management Process and Expedited Dispute Resolution Procedures in Schedule 24.

24.1.2 Alternative Dispute Resolution (ADR)

The ADR forum shall consist of mandatory, nonbinding mediation. The mediation is to be conducted in accordance with VITA’s Administrative Dispute Resolution Policy and administrative rules pursuant to the Virginia Administrative Dispute Resolution Act, Va. Code §2.2-4117. The request for ADR may be made by either Party. Within ninety (90) days following the Effective Date, the Parties shall mutually agree upon a list of at least three (3) and no more than five (5) individuals that the Parties accept as possible mediators for purposes of this Agreement. In the event a Disagreement is referred to ADR in accordance with this Section 24, the Commonwealth may select any individual identified on such list to serve as the mediator or such other individual acceptable to both Parties. Periodically during the Term, the

Parties shall update the list of possible mediators as appropriate. Further details are provided in Schedule 24.

24.1.3 Exceptions

In the event the disputed matter is not resolved by ADR, without regard to whether either Party has contested whether the procedures and duties set forth in Sections 24.1.1 or 24.1.2 (including the duty of good faith) have been respectively and properly followed or performed, each Party shall have the right to commence any legal action or proceeding as permitted by law and Section 24.4. Neither Party shall be obligated to comply with this Section 24 with regard to breaches, or alleged breaches, of Section 19 hereof, or with regard to any other breach, alleged breach or violation as to which injunctive relief is sought.

50. The following Section 24.4 is added to Section 24 of the Agreement:

“24.4 Prompt Resolution of Contractual Adjustment Requests

Notwithstanding any of the above provisions of this Section 24, the following provisions pertain to the prompt resolution of Vendor’s requests for money or other relief from the Commonwealth based on an occurrence or change in the schedule, scope or other requirements for the performance of the work occurring on or after the date of execution of this Amendment 60 (any of which are hereafter referred to as “Occurrence”) for which Vendor feels aggrieved (an “Adjustment Request”). The Parties anticipate that Adjustment Requests will normally be submitted after the Parties have completed the applicable escalation and mediation processes identified in Sections 10.5, 24.1.1 and 24.1.2 and Schedule 24 with regard to those issues that Vendor and the Commonwealth have been unable to resolve through such escalation and mediation processes. An Adjustment Request is sufficient to satisfy the requirements of this Section 24.4 if it contains a description of the Occurrence and the specific relief that is requested and is submitted not more than eight months after the Occurrence upon which the Adjustment Request is based. Any Adjustment Request, whether for money or other relief, shall be submitted to the Commonwealth’s Relationship Manager in writing as provided above or shall be barred. The Commonwealth’s Relationship Manager shall issue the Commonwealth’s written decision on the Adjustment Request within thirty (30) days after the above submission of an Adjustment Request. If the Commonwealth’s decision denies an Adjustment Request in whole or in part, Vendor may seek judicial review within five years after accrual of the cause of action for Adjustment Requests seeking more than one million dollars, and within two years after accrual of the cause of action for Adjustment Requests seeking one million dollars or less. Failure of the Commonwealth to issue its written decision on the Adjustment Request within the time for such action provided above shall be deemed a denial of the Adjustment Request and shall entitle the Vendor to seek judicial review as described above. Any failure of Vendor to seek judicial review following denial of an Adjustment Request shall not foreclose Vendor from submitting future Adjustment Requests based on future occurrences of a similar nature, except as provided in the next sentence. If Vendor determines, in its discretion, that a particular Occurrence is likely to recur in the future, Vendor may declare in its Adjustment Request that, for purposes of resolution, it is consolidating the existing Occurrence with all future occurrences of a similar nature, in which case the aggregate value of such Adjustment Request shall, solely for purposes of the above deadlines, be categorized as though it were seeking the value of the

existing Occurrence plus a good faith estimate of the value of all future, similar Occurrences. Both parties affirm their intention to use the mediation and escalation processes outlined in Schedule 24 to resolve disputes promptly and collaboratively. Pursuit of such processes shall not excuse the deadlines contained in this Section 24.4. However, because Va. Code § 2.2-514 provides for certain approvals for the compromise and settlement of disputes involving interests of the Commonwealth, if a settlement is needed and the processes in Section 24 or Schedule 24 result in a written settlement proposal and the Chief Information Officer sends Vendor a written statement that he intends to pursue approval under § 2.2-514, then the above time for seeking judicial review shall be tolled until thirty (30) days after the Attorney General of the Commonwealth provides Vendor with written notice disapproving the settlement.”

51. The contact information for the Parties as listed in Section 27.4 of the Agreement is deleted and replaced with the following:

<p>Notices to the Commonwealth shall be addressed as follows:</p> <p>Office of the CIO Commonwealth Enterprise Solution Center 11751 Meadowville Lane Chester, Virginia 23836 Email: cio@vita.virginia.gov Fax: 804-416-6355</p>	<p>Notices to Vendor shall be addressed as follows:</p> <p>Director of Contracts Northrop Grumman Systems Commonwealth Enterprise Solution Center 11751 Meadowville Lane Chester, Virginia 23836 Fax: 804-416-6322</p>
<p>With a copy on all legal notices, including lawsuits, third party actions and subpoenas to:</p> <p>Office of the Attorney General 900 E. Main Street Richmond, Virginia 23219 Attention: John Westrick, Senior Assistant Attorney General E-mail: jwestrick@oag.state.va.us Fax: 804-786-1991</p>	<p>With a copy on all legal notices, including lawsuits, third party actions and subpoenas to:</p> <p>Northrop Grumman Information Systems Vice President Sector Counsel 12011 Sunset Hills Road Reston, Virginia 20190 Email: ed.smith@ngc.com Fax: 703-345-7075</p>

52. The following sentence is added to the end of Section 27.5 of the Agreement: “Where a provision in the Agreement contains an express reference stating that an agreement between the Parties is to be documented in accordance with this Section 27.5, such provision shall not be construed to imply that Section 27.5 shall apply only where it is expressly referenced.”

53. The heading and text of Section 28.12 of the Agreement are deleted in their entirety.

54. As part of the planned operational improvements, the Parties agree to update Schedule 17.1 (Reports) to be consistent with the consolidation and revision of the Service Levels

implemented as part of Amendment No. 60. Such updates shall be documented in accordance with Section 27.5 of the Agreement.

55. VITA has conducted an analysis of all current withholds from Vendor and determined that the Commonwealth has withheld approximately \$16,020,911.68 that should be paid to the Vendor. VITA has also conducted an analysis of all Performance Credits due the Commonwealth and determined the number to be \$1,010,401.40. The difference of these two numbers is \$15,001,510.28, the payment of \$5,000,000 of which will be initiated by Commonwealth on or before April 1, 2010 and payment of the remainder of which will be initiated by the Commonwealth on or before July 1, 2010. This Performance Credit calculation addresses all SLA performance issues for performance prior to March 1, 2010 and all Performance Credit balances prior to March 1, 2010 are reset to zero. Future Performance Credits will be calculated pursuant to the provisions of Exhibit X (Service Level Methodology) to Amendment No. 60. Vendor concurs in the correctness of the above Performance Credit calculations.

56. VITA has determined that \$4.4 million is due to Vendor for all services connected to the engineering change proposals provided prior to the execution of Amendment No. 60 and Vendor concurs in the correctness of that calculation. Payment will be initiated by the Commonwealth on or before December 29, 2010.

57. Each Party hereby releases the other Party, and its shareholders, directors, officers, agents, employees, affiliated entities, and insurers from all causes of action, whether known or unknown and whenever discovered or asserted, that such Party has against the other that arise under the Agreement and are based on actions or omissions of either Party prior to the date of this Amendment No. 60, but excluding claims arising in the ordinary course of the ongoing performance and administration of the Agreement. Each Party's release is valid and enforceable only to the extent the other Party's release is valid and enforceable.

58. Except for the mutual release in Paragraph 57 above and the specific matters that have been addressed and adjusted in this Amendment No. 60, nothing in this Amendment No. 60 shall be deemed to constitute an accord and satisfaction, waiver, release or other surrender of claims.

59. From the date of this Amendment No. 60 until December 31, 2010, the Parties will monitor and review the operational performance of the Parties and consider whether there are potential adjustments to the Agreement which might be implemented to further enhance the working relationship between the Parties and the quality and value of Services provided to the Commonwealth. By August 15, 2010, the Parties will exchange lists of potential operational improvements. Between September 15, 2010, and December 31, 2010, the Parties shall meet for up to five business days to consider their respective suggestions and to propose to one another any further adjustments to the Agreement as they may feel are warranted. The Parties shall consider all such proposals in good faith and any proposals which are mutually agreed upon shall be implemented by the Parties as a contract amendment in accordance with Section 27.5 of the Agreement. Any such amendment shall be entered into only if each Party in its sole discretion deems it advisable to do so.

60. This Amendment No. 60 in its entirety shall remain in force unless either Party in its sole discretion delivers to the other Party a written notice of partial cancelation of this

Amendment No. 60
to the Comprehensive Infrastructure Agreement

Amendment No. 60 (in accordance with this Paragraph) on or before 5 p.m. on June 25, 2010. If either Party provides the above written notice of partial cancellation, then this Amendment No. 60 shall survive, except for the following provisions of this Amendment No. 60, which provisions shall expire on June 25, 2010: (a) the three-year extension of the Agreement; (b) the shortened formula for Contract Year 10 COLA (4.75%) (but the Contract Year 10 COLA shall be calculated as in other Contract Years); (c) the changes to Resolution Fees and Disentanglement Fees; and (d) the mutual release of claims specified in Paragraph 57 (but each Party shall be deemed to have reserved all of its claims against the other Party and no accord and satisfaction or other factual or legal inference shall be deemed to arise from the fact that the Parties had previously agreed to the canceled provisions). In no event will either Party seek a double recovery for any claims so reserved. In the event of such partial cancellation, the parties understand that the Disentanglement and Resolution Fees will be subsequently adjusted, in a manner consistent with the adjustments made under Amendment 60 which include adjustments for revised billing profiles and Vendor cost incurred for additional quantities, to reflect (a) and (b) above, and notwithstanding Paragraph 58, this Amendment No. 60 shall not be construed as an accord and satisfaction, waiver, release, or other surrender of any of Vendor's claims as to excess storage or underlicensing of Microsoft software.

The Parties have executed this Agreement on the dates indicated below:

Executed by:

The Commonwealth of Virginia

Northrop Grumman Systems Corporation

By: _____

By: _____

Name: George F. Coulter
Title: Chief Information Officer

Name: Cynthia Hyland
Title: Vice President, Contracts, Pricing
and Supply Chain

Date: March 31, 2010

Date: March 31, 2010