NOTICE OF CONTRACT AMENDMENT

DATE ISSUED: OCTOBER 25, 2011

CONTRACT NO: 123-11

CONTRACT TITLE: DTS - WEB HOSTING

AMENDMENT NO: 2

TO: MARLABS, INC.
ONE CORPORATE PLACE SOUTH
PISCATAWAY, NJ 08854

THIS IS A NOTICE OF AWARD OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as follows:

REPLACE EXHIBIT B OF AGREEMENT NO. 123-11 WITH THE AMENDED EXHIBIT B ATTACHED.

[Signature]
Mr. Ashley Barnes
Procurement Officer

DATE 10/25/11

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 405-09
AMENDMENT NUMBER 2

REFERENCE NUMBER 123-11

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 405-09, dated May 11, 2010 ("Main Agreement") as amended by Amendment No. 1 and made between Malabs Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

REPLACE EXHIBIT B WITH AMENDED EXHIBIT B ATTACHED.

TERMS AND CONDITIONS
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

DATE: 10/25/11

MALABS INC.

TAXPAYER ID NUMBER: 54-1816287

SIGNED BY: [Signature]

PRINT NAME: Kausalya Padmaraju Esq. /Senior Manager-Legal
AND TITLE: [Title]

DATE: October 17, 2011
 AGREEMENT NO. 405-09  
REFERENCE NUMBER 123-11  
AMENDED EXHIBIT B  

PRICE  

County will pay three (3) categories of expenses: monthly (Table 10), annually (Table 11) and one-time (Table 12).  

**TABLE 10 -- Monthly Fees**  

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Monthly (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hosting &amp; Bandwidth (9 Boxes (8 Servers, Google appliance) - Hosting OS, Rack space, Power, etc.) (See Notes 3 and 5)</td>
<td>$3,650</td>
</tr>
</tbody>
</table>
| 2  | Technical Support  
  - Extending Business Day support from 5:00 P.M. to 7:00 P.M.  
  - "Scheduled Support" (See Note 1) | $2,000        |
| 3  | Management of Selectron Interface                                  | $0            |
| 4  | Infrastructure Services, Excluding Backup                         | Included      |
| 5  | "Information Technology Services" as defined in Note 10 below (70 hours)  
  See Notes 2 and 11 below          | $2,100        |
| 6  | Web Development Services (0 hrs/month)  
  See Note 2 below                | $0            |
| 7  | Google Search Appliance Support                                   | $350          |
| 8  | Customized Project Management Services (see Note 6)               | $0            |
| 9  | Backup Services                                                   | $500          |
| 10 | Supplying and Managing Hardware                                   | $4,497        |
| 11 | Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4) | $0           |
| 12 | Disaster Recovery Failover Service                                | $750          |
| 13 | Webtrends Hosting Service                                         | $450          |
|    | **TOTALS** (excluding items to be billed hourly on effort basis)  | $14,297       |
*These fees will be paid monthly after completion of each month's services.

**TABLE 11 -- Yearly Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Annual (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training Services for CMS (60 hours/annum included)</td>
<td>$3,900</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$3,900</td>
</tr>
</tbody>
</table>

**These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.

**TABLE 12 -- One-Time Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>One-Time Fee (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Point-to-point Dedicated Telecommunication Private Line (1.5mbps) (see Note 4)</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Technical Support from County-Appointed Vendor for CMS Services</td>
<td>$16,000</td>
</tr>
<tr>
<td>3</td>
<td>One Time Set-up Fee: Transition Services (See Table 4)</td>
<td>$12,800</td>
</tr>
<tr>
<td>TOTAL</td>
<td>(excluding items to be billed hourly on effort basis)</td>
<td>$30,300</td>
</tr>
</tbody>
</table>

***These fees will be paid according to the following schedule:

- **Line 1 Costs** -- $1,500 - Contractor shall invoice once telecommunications line has been purchased from telecommunications vendor
- **Line 2 Costs** - These fees will be paid by County once services have been rendered by Contractor. Contractor shall invoice County at the end of the month following the period when services are rendered.
- **Line 3 Costs**
  - $1,280 to be invoiced following "Kick-Off" meeting
  - $2,560 to be invoiced following approval of detailed written Transition Plan
  - Balance to be invoiced following successful cut-over as defined in this Agreement

**Note 1:** More details in Exhibit A, Appendix A. Unscheduled support available at $65/hr.

**Note 2:** Additional hours on a Time and Materials basis at a rate of $65/hr.

3 123-11 Amendment No. 2
Note 3: Contractor shall provide County with 10 Mbps of burstable bandwidth at the hosting location. Variable pricing will be based on the 95th percentile of snapshots taken at 15 minute intervals monthly. Additional bandwidth utilization (if any) above 10 Mbps will be priced at $85/MBps.

Note 4: Includes cost of one managed router at the Contractor's site, but does not include the cost of any hardware at County location. If County decides to proceed with a private line, Contractor shall evaluate County infrastructure and advise them on the hardware needs to establish a point-to-point private line.

Note 5: Additional virtual server environments using VMware can be added for $200/instance added.

Note 6: County will pay $1,000/day, plus any approved travel expenses, in accordance with the clause Reimbursable Travel-Related Expenses, if the Contractor PM attends more than two (2) on-site meetings in a given calendar month.

Note 7: County will pay no more than $65/hour for any unspecified services provided by the Contractor.

Note 8: In the future the Contractor may be authorized by the Project Officer to purchase additional equipment for the County which will be billed to the County "at cost". Written authorization must be obtained by Contractor in advance from the Project Officer prior to procurement of said equipment.

Note 9: County may procure the Disaster Recovery Failover service from Contractor at the rate of $750/month.

Note 10: "Information Technology Services" is defined to include all services as outlined in Section II.F of this agreement, except for the following changes to "Percussion Rhythmyx CMS Support". Contractor shall continue to perform the following services as part of "Information Technology Services":

1. Proactive monitoring of Percussion Rhythmyx CMS services
2. Troubleshoot and address Percussion Rhythmyx CMS service-related issues (e.g., "hung processes")
3. Monitor and troubleshoot Percussion Rhythmyx CMS-related failure notifications, alerting County if alert requires escalation
4. User administration within Percussion Rhythmyx CMS

Contractor shall only perform other services associated with Percussion Rhythmyx CMS support by written agreement and consent of Project Officer.

Note 11: Contractor shall allow roll-over of unused "Information Technology Services" up to ten (10) hours per calendar month; however the cumulative hours available cannot exceed eighty (80) in a given calendar month.