NOTICE OF AWARD OF CONTRACT

TO: VERIZON VIRGINIA, INC.
600 E. MAIN STREET, 6TH FLOOR
RICHMOND, VA 23219

DATE ISSUED: JULY 26, 2011
CURRENT REFERENCE NO: 557-12

TELECOMMUNICATIONS SERVICES - DIRECT SERVICE

PRIOR REFERENCE NO: 358-10

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

Your firm is awarded the above referenced contract in accordance with your response dated July 25, 2011. The contract term covered by this Notice of Award is effective AUGUST 2, 2011 and expires on AUGUST 1, 2012.

This is the FIFTH year award notice of a SIX year contract.

The contract documents consist of the terms and conditions of Agreement No. 60-08, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT A, VITA CONTRACT VA-040801-VERV

ATTACHMENTS:

1) AMENDMENT NO. 1
2) AGREEMENT 60-08

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KIMBERLY ROBINSON
VENDOR TEL. NO.: 804-527-5320

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-0167060
EMAIL ADDRESS: KIMBERLY.A.ROBINSON@VERIZONBUSINESS.COM

COUNTY CONTACT: JEFF BRANDT
COUNTY TEL. NO.: 703-228-7983

CONTRACT AUTHORIZATION

Maryam Zahory
Procurement Officer

DATE 7/26/11

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
CONTRACT VA-040801-VERV
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND VERIZON

Direct Service Plan – Order Form

AMENDMENT #1

This Direct Service Plan ("DSP") Amendment #1, under contract 358-10 by and between ARLINGTON COUNTY ("Participant") and Verizon Business Network Inc., on behalf of Verizon Virginia, Inc., is entered into as of the dates set forth below. The amended rates, charges, and discounts contained herein will be effective as of the above participant's original Direct Service Plan signature date, March 4, 2011, and amendments must commence within 60 days thereafter.

1. The Parties hereto agree and acknowledge that a Scribbler’s error appeared in the DSP, and in the spirit of such, the Arlington County COVA DSP signed and effective 3/4/2011 is amended with the following:

Description of Addition/Deletion:

ADDITION: Arlington County’s prior DSP under Agreement No. 60-08 expired 2-9-2011. This DSP renewal is effective 2-10-2011 and will become congruent with the COVA ILEC VA-040801 term through 8/2013 with 2 remaining one-year renewals through 8/2015.

CBSCNE Case#: not required

All other terms and conditions of the parent DSP shall remain unchanged and in full force and effect. This Amendment #1 shall be deemed effective upon the mutual written execution and signature approvals below.

Customer/Name – ARLINGTON COUNTY

By: Timothy Hayes
Name: Timothy Hayes
Title: Assistant Purchasing Agent
Date: 4-07-11

Verizon Business Network Inc., on behalf of VERIZON VIRGINIA, INC.

By: Anthony Recine
Name: Anthony Recine
Title: VP Pricing/Contract Management
Date: 6/15/11

Commonwealth of Virginia

By: Sondra Hicks
Name: Sondra Hicks
Title: Category Manager
Date: 6-21-11
ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201  

AGREEMENT NO. 60-08  

THIS AGREEMENT is made, on the date of execution by the County, between  
Verizon Virginia, Inc., 600 E. Main Street, 6th Floor, Richmond, VA 23219  
(Contractor) a Delaware corporation authorized to do business in the  
Commonwealth of Virginia, and the County Board of Arlington County, Virginia  
(County). The County and the Contractor, for the consideration hereinafter  
specified, agree as follows:  

CONTRACT DOCUMENTS  
The Contract Documents consist of this Agreement and Exhibit A [Commonwealth  
of Virginia, Virginia Information Technology Agency Contract No. VA-040801-  
VERV together with any exhibits and amendments issued or applicable thereto,  
awarded to Verizon Virginia, Inc. and extended by the Contractor to Arlington  
County, Virginia (County) at the same terms and conditions as the award by  
Commonwealth of Virginia, Virginia Information Technology Agency and  
substituting the phrase "County Board of Arlington County, Virginia" for the  
phrase "Commonwealth of Virginia, Virginia Information Technology Agency"  
wherever that phrase appears in the contract award].  

Where the terms and provisions of this Agreement vary from the terms and  
provisions of the other Contract Documents, the terms and provisions of this  
Agreement shall prevail over the other Contract Documents.  

The Contract Documents set forth the entire Agreement between the County and  
the Contractor. The County and the Contractor agree that no representative  
or agent of either of them has made any representation or promise with  
respect to this Agreement which is not contained in the Contract Documents,  
and that all terms and conditions with respect to this Agreement are  
expressly contained herein. The Contract Documents shall constitute the  
Contract.  

PROJECT OFFICER  
The performance of the Contractor required by this Agreement is subject to  
the review and approval of the County Project Officer, who shall be appointed  
by the Director of the Arlington County Department of Technology Services, or  
designee. However, it shall be the responsibility of the Contractor to  
manage the details of the execution and performance of its work under this  
Agreement.  

SCOPE OF WORK  
The Contractor will furnish information telecommunication services as  
required in Exhibit A.  

CONTRACT TERM  
Services under this Agreement will commence upon the execution of this  
Agreement by the County and will be completed no later than August 1, 2010  
(Contract Term). Subject to the Virginia Information Technology Agency’s  
extension of Contract No. VA-040801-VERV, and subject to the mutual Agreement  
of the Contractor and the County, this Agreement may be extended for up to
three (3) additional one-year periods.

**CONTRACT AMOUNT**
The County will pay the Contractor according to the unit prices shown in Exhibit A, subject to the terms and conditions of the Agreement, unless such unit prices are modified as provided in this Agreement. The contract unit prices include all of Contractor's costs and fees (profit).

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, or national origin, except where religion, sex, or national origin 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.

b. 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.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
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.

**INDEMNIFICATION**
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly
negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent.

LIABILITY
The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY
Unless otherwise provided for in Exhibit A, all goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, appeals, and protests are available upon request from the Office of the Purchasing Agent.
ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, where applicable.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities or dollar amounts which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

GENERAL INSURANCE REQUIREMENTS:
The Contractor shall provide to the County Purchasing Agent a Certificate of
Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability -- $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the
Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are acceptable to the County.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, PURCHASING AGENT

DATE: 2/20/08

VERIZON VIRGINIA, INC.

AUTHORIZED SIGNATURE:

NAME AND TITLE: Suleiman Hessami VP Pricing/Contract Management

DATE: 02/14/2009
CONTRACT VA-040801-VERV
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON

Direct Service Plan Service Order

This Local Government Direct Service Plan Service Order ("Order") is to provide Arlington County ("Participant") with delegated purchasing authority for the services identified herein, subject to the express written approvals of Virginia Information Technologies Agency (VITA) (as delineated herein), and Verizon Virginia Inc. ("Verizon"). VITA and Verizon will grant such approval by signing below in the space provided.

Order Submission and DSP Approval

Upon completion and execution by an ordering officer authorized to bind the Participant, and submission of this order by Participant to Verizon, Verizon shall notify VITA of Participant’s request, and VITA may issue its approval of the request by signing below in the space provided and submit the signed form to Verizon. Subject to Verizon’s receipt of approval by VITA of the DSP for Participant, Verizon will notify Participant of Verizon’s approval of the DSP, within 60 days receipt of the request for a DSP.

Upon receipt of approval, Participant shall formally notify VITA and Verizon of their intent to proceed with the DSP program by signing below in the space provided. By signing this Order, Participant warrants and represents it shall be bound by the terms and conditions as set forth herein, and the terms and conditions of Contract VA-040801-VERV ("Contract").

Available Services

Services not detailed herein on the “Scope of Products Desired” section of this Memorandum are not available for DSP procurement or ordering. Any future subsequent product requests will require a new DSP Memorandum.

Responsibilities For Services Acquisition And Use

The Participant will be responsible for the effective and efficient execution of all operational and tactical aspects of Verizon service acquisition and use. The Participant will employ appropriate telecommunications management facilities (e.g. personnel, systems, and procedures) to execute the required functions of:
- service and/or network design
- service ordering and provisioning
- service reconciliation and payment
- network management, configuration, fault, performance, and account management
- prevention of unauthorized use

VITA may from time to time issue standards for performance of the functions listed above, as well as specifications for telecommunications networks and services. The Participant will use its best reasonable efforts to ensure timely compliance with such standards.

The Participant will interface directly with Verizon for the performance of the functions listed above. The Participant may request and receive directly from Verizon, vendor support for requirements definition and network design. The Participant will place services orders direct with Verizon, receive service invoices directly from Verizon, and will be responsible for payment to
Verizon of all invoices for services. The Participant will work directly with Verizon to resolve any service or billing issues.

**DSP Invoicing**

The Participant will be directly invoiced by Verizon for Verizon services used and shall be required to pay all charges in accordance with the terms of the Contract.

The Participant is solely responsible for meeting all financial obligations for services ordered from Verizon under this DSP. VITA will not financially underwrite the Participant for use of Verizon Services. Furthermore, the Participant is responsible for all vendor costs associated with establishing new Centrexes or partitioning existing shared state Centrexes for the Participant’s exclusive use.

The Participant shall be responsible for all ancillary or incidental costs for use of Verizon Services (i.e. network management services, tape charges, billing services, Centrex installation charges).

**Representations And Warranties**

The Participant represents and warrants it has pre-existing telecommunications management facilities (e.g. personnel, systems, and procedures) sufficient to administer Verizon Services covered under this Order and to comply with all terms and conditions of the Contract.

The Participant warrants and represents that it will not sell or otherwise offer services obtained under the Contract to commercial entities, state agencies, institutions, localities, or political subdivisions of the Commonwealth.

The Participant warrants and represents that it will cooperate fully in migrating to replacement services and/or vendor contracts should the Commonwealth terminate the Contract or allow it to expire without renewal.

**Term and Termination**

All DSP Participants agree to be bound to a thirty-six (36) month term commitment.

Under the terms specified in Attachment I, Paragraph 46 of the Contract (Minimum Annual Commitment), VITA will receive a ten percent (10%) discount on the Commonwealth’s total monthly invoices with Verizon in consideration of a commitment to spending a minimum of $22.5 million per year.

In consideration of the 36-month term, and in further consideration of a commitment to maintaining an annual expenditure equal to or less than seventy-five percent (75%) of the annualized monthly cost of the services for which the DSP initially subscribes, VITA agrees to provide the Participant a five percent (5%) discount on their billed services for the Participants contribution to VITA’s ability to maintain their minimum commitment which contributes to VITA’s overall ten percent (10%) monthly discount. The discount will be provided in the form of a credit on the DSP’s Verizon monthly invoice.

The DSP term shall commence on the in-service date. The in-service date shall be the date on which Verizon’s provisioning has been completed and the service is available for Customer’s use. If the services covered by the DSP are already in place, the DSP shall commence upon the date of last signature to this DSP.

The DSP may be terminated by VITA for the Participant’s failure to comply with any material term or condition of the DSP or Contract. The DSP may be terminated by VITA for the Participant’s continued failure to meet the qualification criteria used by VITA.

Virginia Information and Technology Agency  
Contract - VA-04080-VERV  
Direct Service Plan – Service Order  
Page 2 of 5
Service Discontinuation

In the event that any ruling, order, judgment, policy, or determination adversely affects VITA’s ability to provide one or more services to the Participant, VITA may discontinue the affected service. VITA will make reasonable efforts to establish suitable replacement services or arrangements on behalf of the Participant.

**CONTACT INFORMATION:**

<table>
<thead>
<tr>
<th>Customer Contact</th>
<th>Title</th>
<th>Address</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Joe Bistany</td>
<td>2100 Clarendon Blvd</td>
<td>703-228-0769</td>
<td><a href="mailto:jbistany@arlingtonva.us">jbistany@arlingtonva.us</a></td>
</tr>
<tr>
<td></td>
<td>Colby Reilly</td>
<td>2980 Fairview Park Dr, Falls Church, VA 22042</td>
<td>703-204-5688</td>
<td><a href="mailto:colby.j.reilly@verizonbusiness.com">colby.j.reilly@verizonbusiness.com</a></td>
</tr>
<tr>
<td></td>
<td>Dwight McVey</td>
<td>600 East Main Street, 6th Flr, Richmond, Va. 23219</td>
<td>804 772-1795</td>
<td><a href="mailto:dwight.e.mcvey@core.verizon.com">dwight.e.mcvey@core.verizon.com</a></td>
</tr>
<tr>
<td>VITA Contact</td>
<td>Stuart Thacker</td>
<td>11751 Meadowview Ln, Chester VA, 23836</td>
<td>804 416-6163</td>
<td><a href="mailto:pam.seay@vita.virginia.gov">pam.seay@vita.virginia.gov</a></td>
</tr>
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**Scope of Contract Services Desired (check one):**

- Verizon Virginia (fBA): _X_
- Verizon South (fGTE): _________
- Verizon Virginia & Verizon South: _________

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<tr>
<th>Description of Service – Check desired services (Y/N)</th>
<th>Approved (Y/N) (to be filled in by customer)</th>
<th>Approved MRC (to be filled in by Sales SE)</th>
<th>Approved NRC (to be filled in by Sales SE). Enter actual NRCs from Master VITA Agreement (for adds only)</th>
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<tr>
<td>CentraNet - Vz-South only:</td>
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<td>CentraNet NAR – Vz South only:</td>
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<td>Enhanced Analog Voice Centrex - Vz-Va only:</td>
<td>Y</td>
<td>$8.50</td>
<td>$26.80</td>
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<td>Enhanced Analog Voice Centrex – Simulated Access - Vz-Va only where CO facilities permit (NORVA exception*):</td>
<td>N</td>
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<td>Enhanced Voice Optional Centrex Features: Analog Caller ID</td>
<td>Y</td>
<td>$0.50</td>
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<td>ISDN BRI – Vz-Va – Enter Type and price - PSD, CSV, CSV=D, &amp; CSD: CSV+D</td>
<td>Y</td>
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<td>Service Description</td>
<td>Flat Rate</td>
<td>Usage</td>
<td>ISDN BRI - Va-South - Enter type and price - CSV+D or tariff:</td>
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<td>ISDN BRI - Simulated Access - Vz-Va only:</td>
<td>Y</td>
<td>Y</td>
<td>$40.00 (future use)</td>
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<td>BRI - Flat Rate Usage Vz-Va only:</td>
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<td>ISDN BRI - Va-South only:</td>
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<td>OptiMail Voice Mail Service - Va-Vz only - Enter pricing for each type of mailbox(s):</td>
<td>Y</td>
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<td>Converse Voice Mail Service - Vz-Va and Vz South - enter pricing for each type of mailbox(s):</td>
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<td>ISDN PRI Service - indicate message/ measured and/or flat rate:</td>
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<td>$370.00 message/ measured</td>
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<td>ISDN PRI Optional Features/ Services: Caller ID with Name</td>
<td>Y</td>
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<td>MacStar/CMAC:</td>
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<td>Frame Relay Service:</td>
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<td>Other: Specify</td>
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LPIC / PIC Information:

Current Carrier for IntraLATA Service (LPIC)________________________
Current Carrier for InterLATA Service (PIC)________________________

** Please note there is a separate $5 charge for each LPIC and PIC change in addition to the DSP conversion charge.
Arlington City Government’s prior DSP expired 2-8-08. This DSP renewal is effective 2-9-08 for an additional 36 month term approved via the associated pricing cases 2007-424975 and 2007-4268333.
The parties acknowledge and approve the request for this Local Government Direct Service Plan Service Order by signing below:

CUSTOMER NAME: Arlington County
By: [Signature]
Name: George Barton
Title: [Signature]
Date: 2/20/08
Commonwealth of Virginia
Virginia Information Technologies Agency

TELECOMMUNICATIONS SERVICES

Mandatory Use Contract*

Date: January 9, 2009
Contract #: VA-040801-VERV
Authorized User: State Agencies*
*Optional Use Contract for other Public Bodies

Contractor:
Verizon Virginia, Inc.
600 E. Main Street
6th Floor
Richmond, VA 23219

FIN:
54-0167060

Services Descriptions:
See Attachment 2

Prices:
See Section 4

Term:
August 3, 2007 – August 2, 2013
Net 30 days

Payment:

For Additional Information, Please Contact:

Contract Information:
Stuart Thacker
Phone: 804-416-6163
E-Mail: stuart.thacker@vita.virginia.gov
Doug Leslie
Phone: 804-416-6161
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-416-6381

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm
<table>
<thead>
<tr>
<th>Change No.</th>
<th>Description of Change</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Mod 1 increases the one-time service credit to the Commonwealth by $101,610</td>
<td>6/2/05</td>
</tr>
<tr>
<td>2</td>
<td>Mod 2 revises provisioning of Centrex lines</td>
<td>7/27/05</td>
</tr>
<tr>
<td>3</td>
<td>Mod 3 revises Centrex rates in the Verizon South area</td>
<td>9/7/05</td>
</tr>
<tr>
<td>4</td>
<td>Mod 4 adds ordering officers for DSL</td>
<td>10/13/05</td>
</tr>
<tr>
<td>5</td>
<td>Mod 5 updates the pricing data</td>
<td>10/25/05</td>
</tr>
<tr>
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<td>4/4/06</td>
</tr>
<tr>
<td>7</td>
<td>Mod 7 adds additional services (IP Centrex)</td>
<td>4/19/06</td>
</tr>
<tr>
<td>8</td>
<td>Mod 7A adds additional services</td>
<td>7/6/06</td>
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<tr>
<td>9</td>
<td>Mod 8 revises pricing for DSL services</td>
<td>5/15/06</td>
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<tr>
<td>10</td>
<td>Mod 9 reduces rate per block for DID numbers</td>
<td>7/10/06</td>
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<tr>
<td>11</td>
<td>Incorporates Northrop Grumman's usage rights</td>
<td>7/1/06</td>
</tr>
<tr>
<td>12</td>
<td>Mod 10 adds extension mailbox services and pricing</td>
<td>3/28/07</td>
</tr>
<tr>
<td>13</td>
<td>Mod 11 supersedes changes in Mod 3 and adds additional terms and conditions to the contract</td>
<td>10/25/07</td>
</tr>
<tr>
<td>14</td>
<td>Extend the contract for one additional year</td>
<td>11/30/07</td>
</tr>
<tr>
<td>15</td>
<td>Mod 12 documents contract extension and revises paragraph 46 &quot;Minimum Annual Commitment&quot;</td>
<td>2/13/08</td>
</tr>
<tr>
<td>16</td>
<td>Mod 13 documents contract extension and revises the Minimum Annual Commitment, Service Description, and Pricing clauses</td>
<td>12/29/08</td>
</tr>
</tbody>
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**VITA:** Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of $100,000.00 for State Agencies and Institutions only.
Commonwealth of Virginia
Virginia Information Technologies Agency

TELECOMMUNICATIONS SERVICES

Mandatory Use Contract*

Date: May 17, 2010

Contract #: VA-040801-VERV

Authorized User: State Agencies* *Optional Use Contract for other Public Bodies

Contractor: Verizon Virginia, Inc.
600 E. Main Street
6th Floor
Richmond, VA 23219

FIN: 54-0167060

Services Descriptions: See Attachment 2

Prices: See Section 4

Term: August 3, 2007 – August 2, 2013

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Doug Leslie
Phone: 804-416-6161
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-416-6361

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<td>12/29/08</td>
</tr>
<tr>
<td>17</td>
<td>Mod 14 amends specified terms and conditions</td>
<td>5/11/10</td>
</tr>
</tbody>
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MODIFICATION #14
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #14 ("Modification") is an agreement between the Commonwealth of Virginia, hereinafter referred to as the “Commonwealth”, and Verizon Virginia Inc., hereinafter referred to as “Verizon” or “Contractor”, relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the “Agreement.” This Modification #14 is hereby incorporated into and made an integral part of the Agreement, as modified.

Reference: Page 16, Paragraph 18, entitled “Modifications”

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

CHANGES:

I. Removal of Avaya OptiMail Service Effective June 30, 2009, OptiMail has been replaced by National Unified Messaging Service which is a service on the Verizon Business platform for entities in the Commonwealth. Converse Voice Mail is still available.

II. Attachment 2-2 – Additional Terms and Conditions Governing the Purchase of Verizon Inc PS-ALI Services – The language in Exhibit “A” Paragraph 3 “Service Period”, Paragraph 5 “Limited Warranty”, and Paragraph 6 “Limitation of Liability” are replaced in their entirety as outlined below. Termination language and pricing is hereby added to the PSALI section of the Agreement. Exhibit B has no changes. Exhibit C “Applicable Rates, Charges, Locations” is replaced in its entirety. All other terms and conditions of Attachment 2-2 remain the same.

The following language shall replace Paragraph 3 in its entirety:

3. Service Period

Each DSP or Agency will purchase service for a 36 month term at a one time non-recurring charge of $2,500 for establishing new PSALI service with the option to renew within 90 days of expiration upon mutual agreement at the NRC rate of $1500 for an additional 36 month term. If the PSALI is renewed 90 days after expiration, the PSALI NRC of
$2500.00 applies. The Term will not be extended past the date of expiration of the COVA Agreement.

If the Commonwealth changes or cancels the TSO prior to establishment of Services, the Commonwealth will pay certain Verizon costs associated with such cancellation up to the date of the cancellation. The date of cancellation shall be the date Verizon receives written notification from the Commonwealth.

An account is defined as one userid/administrator with a digital certificate. Each account can cover multiple physical locations within the state but not multiple userids. Modifications to telephone numbers and locations may be made without amendment and at no additional cost as long as requirements are met. Requirements of adds- must be where VZ is the 911 provider or the local dial tone provider and must be within the same state.

Verizon may terminate the PSALI service with at least ninety (90) days written notice prior to the termination effective date. The Commonwealth may terminate this service for its convenience, with at least thirty (30) days written notice prior to the termination effective date. Upon termination for convenience, any outstanding charges, including any outstanding balance of any non-recurring charges, shall be due and payable in one lump sum within thirty (30) days of billing.

The following language shall replace Paragraph 5 in its entirety:

5. Limited Warranty

Verizon warrants the Services will function substantially in accordance with official Service descriptions. If the Services do not function substantially in accordance with such Service descriptions through no fault of the Commonwealth or its agents, a condition excused under the section titled Force Majeure in Attachment 1 or due to scheduled maintenance, Verizon at its expense will repair the Services. This limited warranty is exclusive of all other warranties, express or implied, including warranties of merchantability or of fitness for a particular purpose.

The following language shall replace Paragraph 6 in its entirety:

6. Limitation of Liability

Verizon will not be liable to the Commonwealth or any DSP for any consequential, incidental, indirect or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, arising in connection with the PS/ALI Service or this
Modification, whether such damages are based upon breach of contract, tort (including negligence) or otherwise, even if Verizon has been notified of the possibility of such damages. Verizon’s liability to the Commonwealth or any DSP for any other damages due to failures in the PS/ALI services arising from its negligence or breach of contract shall be limited to an amount equal to the greater of $1,000 or twice the charges for the services affected by the failure for the period of such failure.

III. Paragraph 27 – Page 18 and 19 “ORDERING OFFICERS” – update and replace the Ordering Officers with the following:

Ordering Officers are Margaret Moran, Linda Brown, Pam Wood-Henry, and Carol Haygood.

IV. VITA’s New Address – Replace all appearances of the address for Virginia Information Technology Agency from 110 South 7th Street, 3rd Floor, Richmond, VA 23219 to VITA’s new address; Meadowville Technology Park, 11751 Meadowville Lane, Chester, Virginia 23836.

V. Attachment 4 “PRICING” Pg. 131 “DS1 Channel Termination IntraLATA 204 Tariff - Section Number 2.7.1.1 – This DS1 Tariff has increased. Language referring to Tariff pricing is deleted in its entirety. The pricing outlined in Attachment D of the Agreement for DS1 Channel Termination IntraLATA is now custom priced for the duration of the Agreement term.

The rates and provisions outlined above are valid if customer signs this modification by May 15, 2010.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-040801-VERV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT AND EACH MODIFICATION THERETO.

**Verizon Business Network Services, Inc. on behalf of VERIZON VIRGINIA, INC.**

**BY:**

**NAME:** Suleiman Hessami  
**TITLE:** VP Pricing/Contract Management

**DATE:** 10 May 2010

**COMMONWEALTH OF VIRGINIA**

**BY:**

**NAME:** Daya Chawla

**TITLE:** Sourcing Manger

**DATE:** 11 May 2010
ATTACHMENT A
ATTACHMENT 2-2: ADDITIONAL TERMS AND CONDITIONS GOVERNING
THE PURCHASE OF VERIZON VIRGINIA INC PS-ALI SERVICES

Exhibit “A”
PS-ALI TERMS AND CONDITIONS

Only Paragraph 3, Paragraph 5, and Paragraph 6 are replaced in their entirety:

1. Scope

This Exhibit “A” sets forth the terms under which Verizon Virginia Inc. (“Verizon”) will provide Private Switch/Automatic Location Identification (PS/ALI) Service and dedicated facilities from Commonwealth’s premises to the 9-1-1 tandem switch serving the Commonwealth’s locations(s) identified in the Telecommunications Services Order (TSO). These Services, which are further described herein, are referred to individually and collectively as the “Services.” The Commonwealth understands and agrees that if the Commonwealth’s provider of local telephone services is a company other than Verizon, the Commonwealth must notify that local service provider and make the necessary arrangements with that local service provider, as set forth below in this Exhibit, to enable Verizon to provide the Service.

2. Regulatory Matters

In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks to Verizon hereunder, then Verizon in its discretion may terminate this Service in whole or in part by providing written notice thereof to the Commonwealth; any remaining obligations of the parties shall continue unaffected. The rates for the Services must at all times meet the minimum rates permitted under any applicable law, regulation or order, and Verizon may adjust any such rates for the Services by providing written notice to Customer in the event they are deemed to be below such minimum rates.

3. Service Period

Each DSP or Agency will purchase service for a 36 month term at a one time non-recurring charge of $2,500 for establishing new PSALI service with the option to renew within 90 days of expiration upon mutual agreement at the NRC rate of $1500 for an additional three year term. If the PSALI is renewed after the 90 days after expiration, the PSALI NRC of $2500.00 applies. The Term will not be extended past the date of expiration of the COVA Agreement.

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date of the cancellation. The date of cancellation shall be the date Verizon receives written notification from the Commonwealth.

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Verizon may terminate the PSALI service with at least ninety (90) days written notice prior to the termination effective date. The Commonwealth may terminate for its convenience this service with at least thirty (30) days written notice prior to the termination effective date. Upon termination for convenience, any outstanding charges, including any outstanding balance of any non-recurring charges, shall be due and payable in one lump sum within thirty (30) days of billing.

4. Location(s)

The Services will be provided for use by the Commonwealth at locations of the Commonwealth served by Verizon Virginia Inc. as may be specified in writing in the TSO. The rates and other terms of the Service shall apply only to these locations. The Commonwealth may add additional locations by providing advance written notice to Verizon, provided such locations in Verizon’s determination have substantially the same cost, technical and other material characteristics as the original locations, and provided further that the Commonwealth pays Verizon any non-recurring or other charges incurred in connection with adding these locations. The foregoing shall be in addition to any similar provisions contained herein.

5. Limited Warranty

Verizon warrants the Services will function substantially in accordance with official Service descriptions. If the Services do not function substantially in accordance with such Service descriptions through no fault of the Commonwealth or its agents, a condition excused under the section titled Force Majeure in Attachment 1 or due to scheduled maintenance, Verizon at its expense will repair the Services. This limited warranty is exclusive of all other warranties, express or implied, including warranties of merchantability or of fitness for a particular purpose.
6. **Limitation of Liability**

Verizon will not be liable to the Commonwealth or any DSP for any consequential, incidental, indirect or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, arising in connection with the PS/ALI Service or this Modification whether such damages are based upon breach of contract, tort (including negligence) or otherwise, even if Verizon has been notified of the possibility of such damages. Verizon’s liability to the Commonwealth or any DSP for any other damages due to failures in the PS/ALI services arising from its negligence or breach of contract shall be limited to an amount equal to the greater of $1,000 or twice the charges for the services affected by the failure for the period of such failure.

7. **Title**

Verizon or its suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Verizon to provide Services.
Exhibit "B"
Description of Service

Private Switch/Automatic Location Identification Service

1. GENERAL

Private Switch/Automatic Location Identification Service (PS/ALI) is an Enhanced 911 ("E-911") Service that allows a Private Switch (PS) located on a Commonwealth's premises, or a Centrex leased by the Commonwealth, to send automatic number identification (ANI) information to the E-911 database from individual user stations for the purpose of providing specific site or station location information on an E-911 call to the appropriate Public Safety Answering Point (PSAP). PS/ALI may be used by PBX and Centrex users to develop and maintain their own E-911 databases. A secure, dial-up Fault Resistant/Data Base Management System (FR/DBMS) Private Switch Interface is used to enter Telephone Number information into the database. Subscribers must meet all technical specifications and regulations for 911 Service as published by 911 Governmental Agencies and the Company. Where required, specialized Commonwealth Premises Equipment (CPE) network interfaces must be provided by the subscriber.

Common E911 Network Connectivity Requirements

a. Analog PBX - a new Multi Frequency (MF) Centralized Automatic Message Accounting (CAMA) trunk group is required. Each trunk group will need a minimum of two (2) trunks. The Company recommends two trunks to each of two E-911 tandems for a total of 4 trunks for diversity, but requires only two trunks to one tandem. Any additional trunking requirements will be at the discretion of the PBX Commonwealth and will be provisioned only when E-911 Control Tandem facilities are available.

b. ISDN PBX with Calling Line Identification (CLID) - No special requirements (using existing PRI trunking, if the E-911 network trunks are SS7). If the E-911 network trunks are MF-CAMA, then the ISDN PBX requires the same configuration as an analog PBX as set forth in a. above.

c. Centrex - No special requirements unless the Commonwealth conducts their own Moves Adds and Changes. In such case, the Commonwealth will need PS/ALI.

d. The Commonwealth will subscribe to 9-1-1 Network Access facilities with CAMA functionality. The foregoing shall not apply where the Commonwealth utilizes ISDN-PRI for locations where Verizon’s Interoffice Facilities have not been upgraded to SS7 and if the service is not served out of a DMS 100.
2. DEFINITIONS

a. Automatic Location Identification (ALI) - The automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and supplementary emergency Services information.

b. Automatic Number Identification (ANI) - Telephone number associated with the access line from which a call originates.

c. Centralized Automatic Message Accounting (CAMA) - An MF signaling protocol originally designed for billing purposes, capable of transmitting a single telephone number.

d. Calling Line Identification (CLID) - Telephone number associated with the PBX station from which a call originates.

e. Enhanced 911 Service (E-911) - An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.

f. Fault Resistant/Data Base Management System (FR/DBMS) - The database system on which the set of ALI records reside.

g. Integrated Services Digital Network Primary Rate Interface (ISDN PRI) - A switched network capability which supports Services that are designed to provide end-to-end digital connectivity for the simultaneous transmission of voice and data. The Primary Rate Interface (PRI) provides for the digital transmission of twenty three 64 Kbps bearer channels and one 64 Kbps data channel (23B+D).

h. Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls. A Primary PSAP receives the calls directly. If the call is relayed or transferred, the next receiving PSAP is designated a Secondary PSAP.

i. PS/ALI 911 Network Access Trunk - trunk facilities with CAMA functionality from Commonwealth premises to 9-1-1 tandem switch (es).

j. Signaling System 7 (SS7) - An inter-office signaling network separate from the voice path network, utilizing high speed data transmission to accomplish call processing.
3. REGULATIONS and COMMONWEALTH OBLIGATIONS

a. The Commonwealth is responsible for establishing an Administration Site - a location responsible for administration of Commonwealth and end user records. This location has the computer hardware and software necessary to create and transmit end user information to the Verizon’s E-911 Database System.

b. The Commonwealth will connect to the E-911 DBMS system using a PC equipped with a modem, and appropriate communications software.

c. The Commonwealth will gain access to the E-911 Database by using the password and security procedures provided by Verizon.

d. The Commonwealth creates, maintains, and forwards its current telephone number and address data according to the specified format and procedures of Verizon.

e. Commonwealth is responsible for maintaining the accuracy of the data. (i.e., if a station is relocated within the Commonwealth premises, the Commonwealth needs to update the database with the new information).

f. Private Switch/Automatic Location Identification Service does not include, and Verizon does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber’s data management system/process. The Commonwealth has the responsibility for reporting all errors, defects and malfunctions to Verizon.

g. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Commonwealth contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Verizon shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Verizon obligation toward any third person or legal entity other than the Commonwealth.

h. The PBX owner/operator must supply the Verizon with the initial telephone number and address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.

i. Service availability is dependent upon the availability of facilities and the type and configuration of the E-911 system in place for the Service area.
j. If Commonwealth’s local Service provider at the locations covered by this Modification is a provider OTHER THAN Verizon, then Commonwealth understands and agrees that it shall notify the applicable local Service provider, obtain its concurrence to “unlock” all necessary ANI numbers, and make any other necessary or appropriate arrangements with that local Service provider to enable Verizon to provide the Services requested under this Modification.

4. ADDITIONAL PROVISIONS

Commonwealth is required to provide a DOS or Windows based communications package, text editor, and a dial access line to address daily updates. Commonwealth will interface with E911 database with the aid of a secured hand held authenticator card, which Commonwealth will obtain from Verizon. All Commonwealth records to be entered into the Verizon E911 database will be in NENA-2 formatting via the PS/ALI interface. If trunks are necessary, the Commonwealth is required to secure at least two (2) PS-ALI trunks with the EMNT Service code to the E911 tandem as provided for in the PS/ALI Job Aid. Commonwealth shall choose either two trunks to one mated-pair E911 Access Tandem or two trunks, for a total of four to both Tandems. In the event Commonwealth chooses to provision only one trunk, Commonwealth is required to insure that the PBX will accommodate any and all E911 overflow traffic. Commonwealth shall have access to view its own ALI records using the PS/ALI interface into the E911 database. Commonwealth is responsible for keeping the records in the E911 database up-to-date. Commonwealth or its representative must inform the PSAP of Commonwealth’s intention to interface with the E911 database and remain in contact with the PSAP. It shall be Commonwealth’s responsibility to interface with the applicable County on its own behalf.

5. RATES AND CHARGES:

Rates and charges applicable to the provisioning of the Services will be submitted to the Commonwealth by the Contractor for each individual TSO.

6. LOCATIONS:

The location for Services will be indicated on each individual TSO.

7. CONSENT OF PROVIDER:

The Commonwealth agrees that if the provider of local telephone services at its facility identified on a TSO is other than Verizon, then the Commonwealth must notify that local service provider that the Commonwealth is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider’s agreement to “unlock” all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service. In such event the local telephone services provider is other than Verizon, the

Commonwealth of Virginia
VA - 040801 - VERV
Modification #14
Page 11 of 14
Commonwealth, in addition to a TSO, shall execute the "FORM Of LETTER OF CONSENT", incorporated and attached hereto as Exhibit C.
Exhibit C

FORM OF LETTER OF CONSENT

To: E911 System Administration
   Verizon
   Room 03239,
   Oliver Tower [insert name and address of local service provider if other than Verizon]
   125 High Street
   Boston, MA 02110

(Enter the “Customer”), requests that Private Switched Automatic Location Identification (PS-ALI) service be provided by Verizon to Customer for its facility located at

Customer certifies that the provider of local telephone services at the above facility is:

(check one) Verizon

(type name of local service provider, if other than Verizon)

Customer agrees that if the provider of local telephone services at its facility identified above is OTHER THAN Verizon, then Customer must notify that local service provider that Customer is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider's agreement to “unlock” all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service.

The ANI numbers for the above-referenced facility are as follows:

[insert ANI numbers/ranges]

Location Phone Number(s) Range(s)
APPLICABLE RATES, CHARGES, LOCATIONS

Services and Quantity Commitments: Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon’s then-current retail rate.

<table>
<thead>
<tr>
<th>Service Item – Check One</th>
<th>Non-recurring Charge/Unit</th>
<th>Quantity</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>☐ Establish PS/ALI Database set-up and access management per Customer PS/ALI administration site</td>
<td>$2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Renew PS/ALI Renewal per Customer PS/ALI administration site</td>
<td>$1500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, duly authorized representatives of each party have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

(Customer Name)

By: __________________________________________
Name: _________________________________________
Title: _________________________________________
Date: _________________________________________

CONSENT OF LOCAL SERVICE PROVIDER
(n/a if Verizon is local service provider):

Enter the local service provider for Customer hereby consents to the unlocking of the ANI numbers listed on Attachment 1 of this Letter for the purpose of Verizon’s provision of PS-ALI service to Customer, which will take effect on a date to be designated by Verizon.

(name of local service provider) _________________________________________

By: __________________________________________
Name: _________________________________________
Date: _________________________________________
MODIFICATION #13
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #13 ("Modification") is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #13 is hereby incorporated into and made an integral part of the Agreement, as modified.

Reference: Page 16, Paragraph 18, entitled "Modifications"

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

CHANGES 1-4:

1. Pursuant to notice by the Commonwealth under Section 47 (Term and One-Time Service Commitment) of Contract VA-040801-VERV, the parties agree to extend the Agreement for two (2) additional years through August 2, 2013.

2. Pursuant to Section 46 (Page 25) of the Agreement titled "Minimum Annual Commitment", the Commonwealth is committed to a minimum of $22.5 million per year in total billed revenue from Verizon Virginia, Inc. and its subcontractor (Verizon South Inc.) for services under the Agreement. The Minimum Annual Commitment period shall be July 1st through June 30th for each year of the Agreement and shall continue through each contract extension period. The Commonwealth and Verizon have agreed to the following revised Minimum Annual Revenue Commitments for the following periods:

<table>
<thead>
<tr>
<th>Period</th>
<th>Commitment</th>
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</thead>
<tbody>
<tr>
<td>July 2007 - June 2008:</td>
<td>$19.0 Million</td>
</tr>
<tr>
<td>July 2008 - June 2009:</td>
<td>$16.0 Million</td>
</tr>
<tr>
<td>July 2009 - June 2010:</td>
<td>$12.5 Million</td>
</tr>
<tr>
<td>July 2010 - June 2011:</td>
<td>$12.5 Million</td>
</tr>
<tr>
<td>July 2011 - June 2012:</td>
<td>$12.5 Million</td>
</tr>
<tr>
<td>July 2012 - June 2013:</td>
<td>$12.5 Million</td>
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</table>

The Minimum Annual Commitment will be reviewed on a semi-annual basis, and will be provided to the Commonwealth. If the yearly Total Billed Revenue of this Agreement is less than One Hundred and Fifty percent (150%) of the Minimum Annual Commitment, then the Minimum Annual Commitment will be adjusted down based on the total billed revenue of the previous year.

All other provisions of Section 46 of the Agreement remain unchanged.
2. Pursuant to Attachment 4 – Pricing. COVA Modification #11 reduced PRI Flat Rate pricing in the Vz-South (IGTE) territory only from $650.00 to $500.00. This Modification #13 will reduce PRI Flat Rate pricing in the Vz-Virginia (FBA) territory from $650.00 to $500.00.

3. Pursuant to Attachment 2 – Service Description and Attachment 4 – Pricing. This Modification #13 will add Remote Call Forwarding for use with National Unified Messaging Service only.

ATTACHMENT 2 – SERVICE DESCRIPTION - PAGE 127

<table>
<thead>
<tr>
<th>Verizon Virginia</th>
<th>InteliLink ISDN PRI</th>
<th>2.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove - Verizon Virginia</td>
<td>InteliLink PRI Flat Rate Service</td>
<td>$650.00</td>
</tr>
<tr>
<td>Revise - Verizon Virginia</td>
<td>InteliLink PRI Flat Rate Service</td>
<td>$500.00</td>
</tr>
<tr>
<td>Verizon Virginia/Verizon South</td>
<td>InteliLink PRI Message/Measured Service</td>
<td>$370.00</td>
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<tr>
<td>Verizon South Only</td>
<td>InteliLink PRI - Measured Service</td>
<td>Tariff</td>
</tr>
</tbody>
</table>

ATTACHMENT 2 – SERVICE DESCRIPTION - PAGE 66

Add - 2.6.5 Remote Call Forwarding:

Remote Call Forwarding is a telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls dialed to the Remote Call Forwarding telephone number to the terminating toll-free National Unified Messaging Services toll free telephone number.

This addition of the Remote Call Forwarding product is only applicable for use with National Unified Messaging Services – NUMs.

Remote Call Forwarding outgoing calls are accepted as TOLL-FREE to the NUMs terminating telephone number.

2.6.5.1 – First arrangement associated with a remote Call Forwarding number

A Remote Call Forwarding arrangement includes the equipment necessary to forward one telephone call to a terminating telephone number.

2.6.5.2 – Additional arrangements associated with the same Remote Call Forwarding number, per arrangement.

The Commonwealth can subscribe to additional Remote Call Forwarding multiple arrangement paths to adequately handle multiple calls to the Remote Call Forwarding customer.

All other provisions of Attachment 2 – Service Descriptions of the Agreement remain unchanged.
ATTACHMENT 4 - PRICING – PAGE 130

<table>
<thead>
<tr>
<th>ADD - REMOTE CALL FORWARDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Provided by Verizon Virginia)</td>
</tr>
<tr>
<td>Table: Remote Call Forwarding Associated with National</td>
</tr>
<tr>
<td>Forwarding Service Only</td>
</tr>
<tr>
<td>First Arrangement associated with Remote Call Forwarding number</td>
</tr>
<tr>
<td>Additional Arrangement associated with the same Remote Call Forwarding number</td>
</tr>
</tbody>
</table>

All other provisions of Attachment 4 – Pricing of the Agreement remain unchanged.

The rates and provisions outlined above are valid if customer signs this modification by December 30, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040801-VERV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT AND EACH MODIFICATION THERETO.

Verizon Business Network Services, Inc. on behalf of VERIZON VIRGINIA, INC.

BY: [Signature]

NAME: Saleiman Hessami
TITLE: VP Pricing/Contract Management
DATE: 12-22-2008

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: James Roberts
TITLE: Director Finance Administration
DATE: 12/30/08

Commonwealth of Virginia

Page 3 of 3
MODIFICATION #12
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND VERIZON VIRGINIA, INC.

This MODIFICATION #12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia, Inc. hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #12 is hereby incorporated into and made part of the Agreement.

Reference Page 16, Paragraph 18 of the Agreement, entitled "Modifications."

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

CHANGES:

1. Pursuant to notice by the Commonwealth under Section 47 (Term and One-Time Service Commitment) of Contract VA-040801-VERV, the parties agree to extend the Agreement until August 2, 2011.

2. Pursuant to Section 46 (Page 25) of the Agreement titled "Minimum Annual Commitment", the Commonwealth is committed to a minimum of $22.5 million per year in total billed revenue from Verizon Virginia, Inc. and its subcontractor (Verizon South Inc.) for services under the Agreement. The Minimum Annual Commitment period shall be July 1st through June 30th for each year of the Agreement and shall continue through each contract extension period. The Commonwealth and Verizon have agreed to the following revised Minimum Annual Revenue Commitments for the following periods:

   July 2007 - June 2008: $19.0 Million
   July 2008 - June 2009: $16.0 Million
   July 2009 - June 2010: $12.5 Million
   July 2010 - July 2011: $12.5 Million

All other provisions of Section 46 of the Agreement remain unchanged.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040801-VERV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT AND EACH MODIFICATION THERETO.

Verizon Business Network Services, Inc. on Behalf of VERIZON VIRGINIA, INC.

BY: ______________________

NAME: Suleiman Hessami
TITLE: VP Pricing/Contract Management
DATE: 3/15/08

COMMONWEALTH OF VIRGINIA

BY: ______________________

NAME: Phyllis L. Roper
TITLE: Associate Director, SM
DATE: 2/13/08

Modification #12
To Contract VA-040801-VERV
Page 1 of 1
November 30, 2007

Ms. Susan Stubbs  
Verizon Business  
600 East Main Street  
6th Floor  
Richmond, VA 23219


Notice of Contract Term Extension

Dear Ms. Stubbs,

Pursuant to Section 47 (Term and One-Time Service Commitment) of Contract VA-040801-VERV, the Commonwealth is exercising its right to extend the above-referenced contract for an additional one year until August 2, 2011. This letter should serve as the Commonwealth's official notice to Verizon of its intent to extend the contract for one additional year.

Please do not hesitate to contact me if you need any additional information concerning this one year contract extension.

Sincerely,

James Roberts  
Director, Finance and Administration

cc: Susan Woolley
MODIFICATION #11
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the “Commonwealth”, and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040601-VERV, as amended, hereinafter referred to as the "Agreement." This Modification #11 is hereby incorporated into and made a part of the Agreement.

Reference Page 16, Paragraph 18, entitles "Modifications."

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

CHANGES:

1. This Modification will supersede Modification #3.
2. Additional custom pricing options will be added to the CentraNet and CentraNet ISDN fGTE products that were formerly tariff priced.
3. The revision of NARS verbiage from ratio based to per line charge -- NARS billed to each line -- same as Simulated Access Charge in Verizon Virginia/fBA.
4. The reduction PRI price in fGTE area only.
5. The addition of two new statewide Converse 30 & 45 Minute - Voice Mail offerings.
6. The addition of Full-Service UNI product description and custom pricing (formerly COVA Mod 21)
7. Section 2.2.2 of the Agreement is hereby amended and replaced by Section 2.2.2 below.
8. Section 2.2.5 of the Agreement is hereby amended and replaced by Section 2.2.5 below.
9. Section 2.2.6 of the Agreement is hereby added as a new Section below.
10. Section 2.6 of the Agreement is hereby amended and replaced by Section 2.6 below.
11. Section 2.7.4 of the Agreement is hereby amended and replaced by Section 2.7.4 below.

This Modification deletes in its entirety and supersedes Modification # 3. All rights, duties, and obligations assumed there under unless superseded by a subsequent Modification are hereby transferred and are continued under this Modification upon mutual agreement in writing by both Contractor and respective Ordering Parties.

This Amendment modifies the rates in Attachment 2 of the Agreement as outlined below:

ATTACHMENT 2 – SERVICE DESCRIPTIONS

2.2 CENTRANET / CORE VOICE (for Verizon South Inc. territory) – (Page 50)

2.2.1 VITA VOICE CENTRANET DESCRIPTION

CentraNet is a Verizon network service, which uses central office (CO) switching equipment to provide internal communications, call management features, and access to the public switched network for customers of all sizes.
2.2.2 NETWORK ACCESS REGISTERS (NARS)

Network Access Registers (NARS) is a software defined path in the Central Office for each CentraNet system which provides access to the public network. With Flat Rated CentraNet service, NARS are required. These NARS are switch software that limit, choke, and block the outgoing/incoming voice only calls to the network. In effect, all CentraNet services are offered like a PBX with two way trunks that control incoming/outgoing access beyond the system to the exchange network. Verizon agrees to provide virtual non-blocking, flat-rated CentraNet systems with NARS access. VITA will pay a NARS access charge for each voice only CentraNet Analog and CentraNet Digital line and, a NARS for each voice channel only CentraNet BRI pipe.

Access to the exchange network for voice calls is provided via a Network Access Register (NARS) as specified in the contract.

2.2.5 DIGITAL VOICE CENTRANET SERVICE (Page 58)

Digital Voice CentraNet service is a Verizon network service, which uses central office (CO) switching equipment and a 6x21 line equipment to provide internal communications, call management features, and access to the public switched network for customers using electronic business sets. (M5008, M5009, M5208, M5316, etc) A Proprietary Set Interface is required per business set.

Electronic Business Set Features:

(Package may include up to six (6) business set features; additional features may be purchased at $0.25 each)

- Analog Shared Directory Number
- Automatic Callback on Busy
- Bridging
- Call Forwarding
- Call Hold
- Call Pickup
- Call Transfer
- Conference Calling
- Drop
- Feature Function Buttons
- Feature Inspect
- Intercom Function
- Key System Coverage of Analog lines
- Manual Exclusion
- Multiple Call Appearance
- Multiple DN Buttons
- Shared Call Appearances
- Speed Dialing
- Terminal Management
- Time and Data Display
2.2.6 (New Product Entry) CENTRANET ISDN - BRI

CentraNet – Integrated Services Digital Network - Basic Rate Interface Services

CentraNet - Integrated Services Digital Network (ISDN) - Basic Rate Interface (BRI) Service is a central office based local exchange telecommunications service furnished from digital central office equipment that can provide voice, data, and image transmission on one telephone line.

Both CentraNet and CentraNet ISDN-BRI Access may be grouped together if the facilities provided for all the connections terminate in the same facilities terminal in the same telephone company central office. New or existing CentraNet lines may convert to CentraNet ISDN-BRI Access.

CentraNet ISDN-BRI Multi-Point Access:

a. CentraNet ISDN-BRI Access provides support for connecting a maximum of eight terminals, belonging to the same customer, to one CentraNet ISDN – Basic Rate Interface (2B+D).

b. A maximum of two (2) terminals will be allowed across to the “B” channel, the remaining terminals on the same CentraNet ISDN – Basic Rate Interface will have access to the "D" channel only.

c. All eight terminals can share the same “D” channel simultaneously in a "D" channel packet arrangement.

d. CentraNet ISDN-BRI Access includes a “primary” directory number. Secondary directory numbers to be used by the multiple users on the same CentraNet ISDN-BRI.

Each B channel operates at 64,000 bps and the D channel at 16,000 bps. The B channel may have circuit switched voice capabilities or circuit switched data capabilities. Packet Data Transmission is sent on the D channel at 9.6 kbps.

A single primary directory number (DN) is included with CentraNet ISDN - Basic Rate Interface Service. Secondary directory numbers may be purchased as provided in Section in S10.3.6 of this Tariff. A shared Primary DN is a primary DN that appears on more than one terminal. A shared Secondary DN is a DN that appears on more than one terminal but is not the primary DN on any of those terminals. A Secondary DN may function as a primary DN on a terminal within a business group.

Rate Structure:

a. CentraNet ISDN-BRI Service consists of six (6) basic elements:

   •  CentraNet - ISDN BRI Access
   •  ISDN BRI Multipoint Access (2-wire)
   •  "B" Packet Switched Data Channel "B" Voice Channel
   •  "B" Circuit Switched Data Channel (B-CSD)
   •  "B" Packet Switched Data Channel
   •  "D" Packet Switched Data Channel

b. Each CentraNet ISDN – BRI is comprised of an ISDN-Basic Rate Interface and ISDN Access element. The channel elements can be arranged to best suit the customers needs, not to exceed the maximum 2B+D per CentraNet ISDN – BRI Multi-Point Access capacity.
c. The "B" Circuit Switched Data Channel (B-CSD) assigns circuit switched data traffic to one of two available "B" channels on the ISDN - Basic Rate Interface. The CSD channel will operate at speeds up to 64 Kbps for intrabusiness group calling only. When the CSD channel is utilized at the 56 kbps speed, the user is able to place calls within a business group and outside of the business group. Usage rates will only apply for calls to points outside the business group. If the customer desires that both available "B" channels be dedicated to CSD, then two (2) "B"-CSD Channel elements would be required.

d. The "B" Packet Switched Data Channel dedicates a "B" channel to packet switched data. This channel is available for business group calling only. If the customer desires that both available "B" channels be dedicated to packet switched data service, then two (2) "B" Packet Switched Data Channel elements are required.

e. The "D" Packet Switched Data Channel allows the customer to utilize the "D" channel for packet switched data. This channel is available for business group calling only. A single "D" Packet Switched Data Channel is available independent of the "B" channel configuration.

f. CentraNet - ISDN Multi-Point BRI includes the CentraNet standard features, Feature Package 1000, and the same Electronic Business Set features as Digital CentraNet in Section 2.2.5

Revisions to Modification 3 - Vz-South CentraNet Pricing - as follows:

**Centrex Analog - name change to CentraNet Analog**

CentraNet Analog Line w/Feature Package 1000 (approved - Mod #3)............ $ 8.50  
NARS - per line (approved Mod #3). Verizon will provide virtual non-blocking, flat rated NARS access........................................................................................................ $ 5.09  

**Federal Line Subscriber** ................................................................................. TARIFF RATE  
($9.20 at signature date)

**(NEW) - Digital CentraNet**

CentraNet Analog Line w/Feature Package 1000.............................................. $ 8.50  
NARS - per line (approved Mod #3). Verizon will provide virtual non-blocking, flat rated NARS access........................................................................................................ $ 5.09  

Requires the proprietary Nortel Meridian telephone set (M5008, M5009, M5208, M5316, etc)  

**Federal Line Subscriber Charge** ................................................................. TARIFF RATE  
($9.20 at signature DATE)

**Digital Centrex Line CSV/CSD name change to CentraNet ISDN BRI:**

CSV/CSD and CSV/CSV- 2B + D (approved Mod #3)................................. $18.80

**New Products**

CSV - 1B + D ........................................................................................................... $18.00
CSD/CSD - 2B + D ............................................................................................. $24.00
PSD - 0B+D .......................................................................................................... $21.00
All CentraNet ISDN-BRI voice types include - CentraNet Feature Package 1000

CentraNet ISDN-BRI NARS (approved Mod #3). Verizon will provide virtual non-blocking, flat rated NARS access. ........................................ $ 5.09

-and-

CentraNet ISDN-BRI associated regulatory per line charges:

Federal Line Subscriber - Multi Line .................................................. TARIFF RATE
($7.00 at signature date)
FCC Line Port Charge ........................................................................ TARIFF RATE
($3.00 at signature date)

(New Product) Converse Voice Mail for Verizon Virginia and Verizon South:

30 minute Storage .............................................................................. $ 7.00
45 Minute Storage ............................................................................... $ 8.00

Personal Receptionist (approved on original contract for Vz-South and Vz-Virginia) ...................................................... $0.54

Revisions to Attachment 4. PRICING

-Page 124 & 125-

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Monthly</th>
<th>One-Time</th>
<th>Unit</th>
<th>Section Number</th>
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<tbody>
<tr>
<td>VITA VICE CENTRANET</td>
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<tr>
<td>VITA Analog CentraNet Line and Standard Feature set</td>
<td>$8.50</td>
<td>Tariff Pricing</td>
<td>Per Line</td>
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<td>EXCHANGE ACCESS REGISTERS (NARS)</td>
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<td>ContraNet Network Exchange Registers - Virtual Flat Rate, NARS</td>
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<td>Per Line</td>
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<td>Tariff Pricing</td>
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<td>VITA OPTIONAL VOICE CENTRANET FEATURES</td>
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<td>ContraNet Feature Package 1000 Included with CentraNet Analog Line</td>
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<td>$0.00</td>
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<td>ContraNet Optional - Feature Series 2000</td>
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<td>ContraNet Optional - Feature Series 3000</td>
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<td>ContraNet - Optional CLASS Feature Package</td>
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Modification #11
To Contract VA-040801-VERV
Page 5 of 10
<table>
<thead>
<tr>
<th>Service Definition</th>
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<td>New Entry - Verizon South</td>
<td>DIGITAL VOICE CENTRANET SERVICE</td>
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<td>Digital Voice Line Digital CentraNet</td>
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<td>CentraNet Network Exchange Registers - Virtual Flat Rate; NARS</td>
<td>$5.09</td>
<td>Tariff Pricing</td>
<td>Per Line</td>
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<td>Federal Line Subscriber Charge</td>
<td>Tariff Pricing</td>
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<td>Per Line</td>
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<td>New Entry - Verizon South</td>
<td>CENTRANET ISDN - BRI</td>
<td>Monthly</td>
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<tr>
<td>0B+D Packet Switched Data (PSD)</td>
<td>$21.00</td>
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<td>1B+D Circuit Switched Voice (CSV)</td>
<td>$18.00</td>
<td>Tariff Pricing</td>
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<tr>
<td>2B+D Circuit Switched Voice + Data / Circuit Switched Voice + Voice (CSV/CSD &amp; CSV/CSV)</td>
<td>$18.80</td>
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Modification #11
To Contract VA-040801-VERV
Page 6 of 10
<table>
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<th>Service Description</th>
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<tbody>
<tr>
<td>2B+D Circuit Switched Data + Data (CSD/CSD)</td>
<td>$24.00</td>
<td>Tariff Pricing</td>
<td>* Multi Access Svc 2-wire Pipe Circuit * CentraNet Line/Intercom * Two (2) Logical Terminal-B Channels CSD &amp; CSD ONLY * D Channel Signaling * Feature Package 1000 N/A</td>
</tr>
<tr>
<td>CentraNet ISDN - BRI - Network Access Register - NARS</td>
<td>$5.09</td>
<td>Tariff Pricing</td>
<td>Per line</td>
</tr>
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<td>CentraNet ISDN - BRI - Federal Line Subscriber Charge</td>
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<tr>
<td>CentraNet ISDN - BRI - FCC Line Port Charges</td>
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<td>Tariff Pricing</td>
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</tbody>
</table>

2.) Vz-South Voice Mail (Page 71 & 128)

2.6.1 Vz-South Voice Mail (Page 71)

Converse Voice Mail Enhanced CO-based Voice Messaging Service (VMS), that provides automated 24-hour answering service when combined with a call forwarding arrangement. Multiple, simultaneous calls will forward to the mailbox when the line is busy or unanswered. Available as single mailbox with 30 or 45 minutes of storage.

Standard Features:

- Passcode
- Greetings
- Name Announcement
- Mailbox Storage
- Message Length
- Message Waiting Indicator
- Ring Count (a function of Call Forward Don’t Answer)
- Time and Date Stamp
- AutoPlay of Messages
- English/Spanish Toggle
### VOICEMAIL (Verizon Virginia/Verizon South)

<table>
<thead>
<tr>
<th>Type</th>
<th>Monthly</th>
<th>One Time</th>
<th>Unit</th>
<th>Section Number</th>
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<tbody>
<tr>
<td>Converse Voicemail</td>
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<tr>
<td>Type I / 12 Minute Storage, 30 Second Greeting</td>
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<td>$18.75</td>
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<tr>
<td>Type II / 15 Minute Storage, 30 Second Greeting</td>
<td>$4.00</td>
<td>$18.75</td>
<td>Per Mailbox</td>
<td>2.6.1</td>
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<tr>
<td>Type III / 30 Second Announcement Only</td>
<td>$125.00</td>
<td>$26.80</td>
<td>Mailbox Port</td>
<td>2.6.1</td>
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<tr>
<td>Type V (Type I box w/ Operator Revert)</td>
<td>$3.90</td>
<td>$18.75</td>
<td>Per Mailbox</td>
<td>2.6.1</td>
</tr>
<tr>
<td>Type VI (Type II box w/ Operator Revert)</td>
<td>$4.00</td>
<td>$18.75</td>
<td>Per Mailbox</td>
<td>2.6.1</td>
</tr>
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### New Entry - Verizon Virginia/Verizon South

<table>
<thead>
<tr>
<th>Type</th>
<th>Converse Voicemail</th>
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<tr>
<td>Converse Voice Mailbox</td>
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<td>Per Line</td>
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<tr>
<td>30 minute storage</td>
<td>$7.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Converse Voice Mailbox</td>
<td></td>
<td></td>
<td>Tariff</td>
<td>Per Line</td>
</tr>
<tr>
<td>45 minute storage</td>
<td>$8.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Verizon Virginia/Verizon South

<table>
<thead>
<tr>
<th>Feature</th>
<th>Converse Platform Voice Mail Optional Features</th>
<th>Monthly</th>
<th>One Time</th>
<th>Unit</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator Revert Charge</td>
<td>$0.54</td>
<td>$0.00</td>
<td></td>
<td>Per Mailbox</td>
<td>2.6.2.1</td>
</tr>
<tr>
<td>Pager Notification</td>
<td>$3.00</td>
<td>$20.00</td>
<td></td>
<td>Per Mailbox</td>
<td>2.6.2.2</td>
</tr>
</tbody>
</table>

---

2.7.4 FRAME RELAY SERVICE – Page 73

2.7.4.3 EXTENDED-UNI / Special Billing Arrangements

Frame Relay Extended - User-To-Network Interface services are provided between VITA locations within the same LATA and into the Independent Telcos Territory (ITC), from a Verizon Fast Packet switch. Extended UNI's are not provided where there are NNI connections between the Verizon Frame Relay switch and an ITC Frame Relay switch.

This arrangement will require "meet point billing" from both the ITC and Verizon.

Extended UNI service will be provided by both Verizon and the ITC. Verizon is the single point of contact to order the service, coordinate with the ITC to install the service, and charges by both companies will appear on the Verizon bill. Verizon will bill the bundled rate for a Fast Packet Extended UNI provisioned by the Verizon fast packet switch to the ITC meet point and the bundled rate for the ITC transport facility, including mileage, from their serving office to the customer’s location.
<table>
<thead>
<tr>
<th>Verizon Virginia/Verizon South</th>
<th>Frame Relay</th>
<th>Monthly</th>
<th>One Time</th>
<th>Unit</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Service Level - Intra-Lata Only</td>
<td></td>
<td></td>
<td></td>
<td>2.7.4.1</td>
</tr>
<tr>
<td></td>
<td>Virginia to Verizon Virginia</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>or Verizon South to Verizon South</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56 Kbps</td>
<td>$135.00</td>
<td>$800.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.535 Mbps</td>
<td>$345.00</td>
<td>$1,000.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEW ENTRY - Verizon Virginia Only</strong></td>
<td><strong>Frame Relay - Extended UNI (User-To-Network) Service - Meet Point Billing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service Level Intra-Lata Only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verizon Virginia into Independent Telephone Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprint (formerly Centel)</td>
<td>56 Kbps</td>
<td>$225.00</td>
<td>$800.00</td>
<td>Per UNI</td>
<td></td>
</tr>
<tr>
<td>Vz-South</td>
<td>56 Kbps</td>
<td>$170.00</td>
<td>$800.00</td>
<td>Per UNI</td>
<td></td>
</tr>
<tr>
<td>Sprint (formerly Centel)</td>
<td>T1 - 1.544 Mbps</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>Per UNI</td>
<td></td>
</tr>
<tr>
<td>Vz-South</td>
<td>T1 - 1.544 Mbps</td>
<td>$425.00</td>
<td>$1,000.00</td>
<td>Per UNI</td>
<td></td>
</tr>
<tr>
<td><strong>Verizon Virginia/Verizon South</strong></td>
<td><strong>Frame Relay and Frame Relay - Extended UNI - Additional Services:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add'l PVCs Assigned</td>
<td>$1.25</td>
<td>$5.00</td>
<td>Per PVC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Group Address</td>
<td>$0.00</td>
<td>$50.00</td>
<td>Per Group</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add'l Committed Information Rate (Per PVC): 56/64 Kbps access Line</td>
<td>$5.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8K, 16K, 28K, 32K</td>
<td>$3.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
</tr>
<tr>
<td><strong>Add'l Committed Information Rate (Per PVC) 1.536 Mbps Access Line:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56/64K</td>
<td>$2.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>128K</td>
<td>$4.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>192K</td>
<td>$7.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>256K</td>
<td>$9.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>384K</td>
<td>$12.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>512K</td>
<td>$25.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEW ENTRY</strong></td>
<td><strong>768K</strong></td>
<td>$32.00</td>
<td>$0.00</td>
<td>Per PVC</td>
<td></td>
</tr>
<tr>
<td>Administrative Charge</td>
<td>$0.00</td>
<td>$50.00</td>
<td>Per PVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Mbps Frame Relay Circuit</td>
<td>$3,000.00</td>
<td>$2,000.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Mbps Frame Relay Circuit</td>
<td>$3,300.00</td>
<td>$2,000.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.5 Mbps Frame Relay Circuit</td>
<td>$3,900.00</td>
<td>$2,000.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45 Mbps Frame Relay Circuit</td>
<td>$4,600.00</td>
<td>$2,000.00</td>
<td>Per UNI</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040801-VERV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The rates and provisions outlined about are valid if customer signs this Modification by October 27, 2007.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

Verizon Business Network Services, Inc. on behalf of VERIZON VIRGINIA INC.

BY: ____________________________
NAME: Suleiman Hessami
TITLE: VP Pricing/Contract Management
DATE: 10/22/2007

COMMONWEALTH OF VIRGINIA

BY: ____________________________
NAME: James T. Roberts
TITLE: Director, Finance & Admin
DATE: 10/29/07
MODIFICATION #10
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #10 ("Modification") is an agreement between the Commonwealth of Virginia, hereinafter referred to as the “Commonwealth”, and Verizon Virginia Inc., hereinafter referred to as “Verizon” or “Contractor”, relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the “Agreement.” This Modification is hereby incorporated into and made an integral part of the Agreement, as modified.

Reference: Page 16, Paragraph 18, entitled “Modifications”

The following service is added on Page 70:

M. Extension Mailboxes
Allows users at their option to add voicemail capabilities to one telephone number that is shared by up to four total users. The mailbox is divided into three sections. Callers dialing into the shared phone number will hear a greeting on the main number telling them which digit to press (1-3/4 or 9) in order to leave a message for the desired recipient. After making a selection from the menu, callers hear the personal greeting of the recipient they have chosen, followed by the recording tone. Extension members can check their personal mailboxes for messages at anytime. Each mailbox partition-- extension mailbox is a 30 minute (total) mailbox.

Add the following in Attachment 4 (Pricing) on Page 129

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Monthly Unit Rate</th>
<th>Non-recurring Charge / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optimail Extension Voicemail Mailboxes</td>
<td>$6.00 per box</td>
<td>$18.75*</td>
</tr>
</tbody>
</table>

* Note: $18.75 non-recurring charge only applies to provisioning of a new mailbox. Conversion charge from existing mailbox and extension charge for each mailbox has a non-recurring charge of $10.00.

This Modification shall be coterminous with Contract VA-040801-VERV. No minimum commitment or early termination liability charges shall apply.

This Amendment deletes in its entirety and supersedes Modification # 6 to Contract VA-040801-VERV. All rights, duties, and obligations assumed hereunder are hereby transferred unless superseded by a subsequent Modification and are continued under this Modification upon mutual agreement in writing by both Contractor and the Commonwealth on behalf of respective Ordering Parties.
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

VERIZON Business Network Services Inc. on behalf of VERIZON VIRGINIA, INC.

BY: ____________________________

NAME: Suleiman Hessami
VP Pricing/Contract Management

TITLE: ____________________________

DATE: 3-21-07

COMMONWEALTH OF VIRGINIA

BY: ____________________________

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 3-24-07
MODIFICATION #9
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #9 ("Modification") is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement.

This Modification is hereby incorporated into and made an integral part of the Agreement.

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

The following Service from Verizon will bill at the reduced rates set forth below and in quantities set forth below for each individual Agency or Direct Service Provider under the COVA agreement which has a minimum of 60 PRI ISDN circuits:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Service Description</th>
<th>Monthly Unit Rate</th>
<th>Non-recurring Charge / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>DID Numbers per block</td>
<td>$5.00 per block</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*This rate does not apply to the overall total of PRI's for combined entities under the Virginia Information Technologies Association (VITA). In order to qualify for the above rate, each individual Agency or DSP must have a minimum of 60 PRI's.*

This Modification shall be coterminal with Contract VA-040801-VERV. No minimum commitment or early termination liability charges shall apply.

The rates and provisions outlined above are valid if customer signs this modification by July 6, 2006.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

Modification #9 Contract VA-040801-VERV
Page 1 of 2
VERIZON VIRGINIA INC.

BY: ____________________________

NAME: Suleiman Hessami
      VP Pricing/Contract Management

TITLE: ____________________________

DATE: 6-30-06

COMMONWEALTH OF VIRGINIA

BY: ____________________________

NAME: J.B. Edmonds

TITLE: Acquisition Manager

DATE: 7-10-06
MODIFICATION #8
TO
CONTRACT NUMBER VA-040801-VERV
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA, INC.

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the “Commonwealth”, and Verizon Virginia Inc., hereinafter referred to as “Verizon” or “Contractor”, relating to Contract VA-040801-VERV, as amended, hereinafter referred to as the “Agreement.” This Modification #8 is hereby incorporated into and made an integral part of the Agreement.

The Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

This Modification revises the pricing for DSL services in the original COVA agreement VA-040801-VERV based on the bulk order volume that has been projected for the next 120 days. A single point of contact (SPOC) within the National DSL Ordering Center will be assigned to VITA to manage its orders. The new pricing components are outlined below. The new rates will be in effect upon signature date.

Rates are only applicable if this Modification is signed by May 15, 2006.

Verizon Business DSL High Volume Pricing

<table>
<thead>
<tr>
<th>Maximum Connect Speed *1</th>
<th>Basic</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>768K/128K</td>
<td>Up to 3.0M/768K</td>
<td>Up to 3.0M/768K</td>
</tr>
<tr>
<td>Monthly Cost *2 - Dynamic IP</td>
<td>$22.95</td>
<td>$34.95</td>
</tr>
<tr>
<td>Monthly Cost *2 - Static IP</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

* Not all packages are available in all locations.
<table>
<thead>
<tr>
<th>Service</th>
<th>Dynamic</th>
<th>Static</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Term *3</td>
<td>1 year</td>
<td>1 year</td>
</tr>
<tr>
<td>IP *4</td>
<td>1 dynamic included</td>
<td>1 static included</td>
</tr>
<tr>
<td>Additional Static IPs (block of 5, 13, or 29)</td>
<td>n/a</td>
<td>$20, $50 or $80 per month</td>
</tr>
<tr>
<td><strong>E-Mailboxes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Dynamic Packages *5</td>
<td>10 verizon.net</td>
<td>n/a</td>
</tr>
<tr>
<td>Standard Packages</td>
<td>3 domain name or 10 verizon.net</td>
<td>3 domain name or 10 verizon.net</td>
</tr>
<tr>
<td><strong>Personal Web Space</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Dynamic packages</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Standard packages</td>
<td>20M included</td>
<td>20M included</td>
</tr>
<tr>
<td><strong>Mobility Dial-Up Access</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Dynamic packages</td>
<td>50 hours for $8.95 mo</td>
<td>n/a</td>
</tr>
<tr>
<td>Standard packages</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Verizon Internet Security Suite</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Dynamic packages</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Standard packages</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>One Year of Domain Name Registration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Dynamic packages</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Standard packages</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Gateway (Modem and Router in One)</strong></td>
<td>$149.95</td>
<td>$149.95</td>
</tr>
<tr>
<td>Optional Wireless Laptop Adapter (802.11g)</td>
<td>$49.95</td>
<td>$49.95</td>
</tr>
<tr>
<td>Optional Wireless USB Adapter (802.11g)</td>
<td>$49.95</td>
<td>$49.95</td>
</tr>
<tr>
<td>Modem for Basic Up to 768K/128K package</td>
<td>$49.00</td>
<td>n/a</td>
</tr>
<tr>
<td>Modem for all other packages</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>Optional 4-port Router</td>
<td>$69.95</td>
<td>$69.95</td>
</tr>
<tr>
<td>Optional 8-port Router</td>
<td>$119.95</td>
<td>$119.95</td>
</tr>
<tr>
<td>Optional Wireless Router</td>
<td>$99.95</td>
<td>$99.95</td>
</tr>
<tr>
<td>Set-up/Activation Fee</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>One Time Guarantee</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>30-Day Satisfaction Guarantee</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Verizon Preferred Support</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Self Installation</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Verizon OnSite Installation</td>
<td>$199.00</td>
<td>$199.00</td>
</tr>
</tbody>
</table>
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.
MODIFICATION #7A
TO
CONTRACT VA-040801-VERV
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA INC.

THIS MODIFICATION #7A (the “Modification #7A”) is an amendment to Contract VA-040801-VERV, as amended, hereinafter referred to as the “Agreement”, between the Commonwealth of Virginia, hereinafter referred to as the “Commonwealth” or “Customer,” and Verizon Virginia Inc., hereinafter referred to as “Verizon” or “Contractor.” This Modification #7A is hereby incorporated into and made an integral part of the Agreement.

WHEREAS, Contractor currently provides certain telecommunication services to the Commonwealth under the Agreement, and

WHEREAS, Contractor desires to add an additional service offering to the Agreement.

WHEREAS, This Modification #7A replaces Modification 7 Exhibit B in its entirety.

NOW THEREFORE, the Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

Upon mutual assent of both parties as to locations, Contractor shall provide to Customer Hosted IP Telephony Service, hereinafter also referred to as “IP Centrex” or the “Services,” pursuant to the rates, terms and conditions, Service Description with features, and diagram set forth in the attached Exhibits A, B, and C, which are incorporated by reference and are made parts of this Modification. Customer shall be responsible for all actions and use of the Services by any ordering parties other than Customer eligible under Virginia law to order the Services off of this Modification #7 or who use the Services, and all such ordering parties agree to be bound by the terms and conditions of this Modification #7 and the Agreement. In the event of a conflict between the terms of the Agreement and this Modification #7, the terms of this Modification #7 shall control. Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer or ordering parties.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS MODIFICATION #7A.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this Modification #7 as of the date first written above.

VERIZON VIRGINIA INC

BY: 

NAME: Suleiman; I:essami
TITLE: VP Pricing/Contract Management
DATE: 

COMMONWEALTH OF VIRGINIA

BY: 

NAME: J. B. Edmunds
TITLE: Procurement Manager
DATE: 7/6/06
Exhibit B
Hosted IP Telephony Rates and Charges

Verizon will provide the Services at the following rates:

<table>
<thead>
<tr>
<th>Price Floor (Per month for 60 Months)*:</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Basic IP Centrex Line**</td>
<td>$12.00</td>
<td>$26.80</td>
</tr>
</tbody>
</table>

Optional Services:

<table>
<thead>
<tr>
<th>Service</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Premium IP Centrex Line:</td>
<td>$13.00</td>
<td>$26.80</td>
</tr>
<tr>
<td>**Second Number for Premium Line</td>
<td>$ 6.00</td>
<td>$13.40</td>
</tr>
<tr>
<td>***Basic IP Attendant Console:</td>
<td>$10.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>***Advanced IP Attendant Console:</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>IP Voice Mail- 30 minute box:</td>
<td>$ 3.00</td>
<td>$18.75</td>
</tr>
<tr>
<td>IP Voice Mail+ Unified Messaging:$</td>
<td>$ 4.00</td>
<td>$18.75</td>
</tr>
<tr>
<td>IP Auto Attendant:</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>IP Access-Capitol Complex Only</td>
<td>$2.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>***IP ACD</td>
<td>$43.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

*Line rates do not include any CPE, Local Usage, and Intralata Toll charges.
** Requires Premium IP Line
***Requires Either Basic or Premium IP Centrex line

Additional Charges

<table>
<thead>
<tr>
<th>Service Order Charge - Per incident</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$26.80</td>
</tr>
</tbody>
</table>

Quantity
Customer agrees to purchase the above Services from Verizon and pay the associated Monthly Recurring Charges and Non Recurring Charges for the initial quantities at the Customer locations where the Services are provisioned as of April 28, 2006 until the original Agreement is terminated.

Notes:

* The above rates do not include any CPE, Local Usage, or IntraLATA Toll charges. Additional extension station lines shall be treated as individual IP Centrex Lines (Basic or Premium, as applicable).
** Requires Premium IP Line at rates and charges as provided above.
*** Requires Basic or premium IP Centrex line at rates and charges as provided above.
Customer premise equipment is not included in these rates.
Service Order Charge “per incident” includes adds, moves and changes.
**** The IP Access charge for the Capital Complex covers the charges for 2DS3's installed at the customer location and these DS3's should be zero rated. The cost of the PRIs are included within the pricing of the rate elements and should be zero rated.
MODIFICATION #7
TO
CONTRACT VA-040801-VERV
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON VIRGINIA INC.

THIS MODIFICATION #7 (the "Modification #7") is an amendment to Contract VA-040801-VERV, as amended, hereinafter referred to as the "Agreement", between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth" or "Customer," and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor.

This Modification #7 is hereby incorporated into and made an integral part of the Agreement.

WHEREAS, Contractor currently provides certain telecommunication services to the Commonwealth under the Agreement, and

WHEREAS, Contractor desires to add an additional service offering to the Agreement.

NOW THEREFORE, the Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

Upon mutual assent of both parties as to locations, Contractor shall provide to Customer Hosted IP Telephony Service, hereinafter also referred to as "IP Centrex" or the "Services," pursuant to the rates, terms and conditions, Service Description with features, and diagram set forth in the attached Exhibits A, B, and C, which are incorporated by reference and are made parts of this Modification. Customer shall be responsible for all actions and use of the Services by any ordering parties other than Customer eligible under Virginia law to order the Services off of this Modification #7 or who use the Services, and all such ordering parties agree to be bound by the terms and conditions of this Modification #7 and the Agreement. In the event of a conflict between the terms of the Agreement and this Modification #7, the terms of this Modification #7 shall control. Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer or ordering parties.

1. Term.

a. The Service Period shall be co-terminus with the original Agreement's term. In the event that the Services or equivalent functionality becomes generally available from Verizon during the term commitment, the Services shall be converted to the general tariff rates, terms and conditions within six (6) months of the effective date of the general service offering. Such conversion to a general service offering shall not bear termination liability as it may otherwise apply to the Services involved. In addition, Verizon reserves the right to terminate the Services for convenience upon six (6) months written notice.

b. If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective and Customer has not requested, in writing, disconnection of the Services, then the Services will be offered under applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period offered, if available. If tariff or other Commission-authorized rates are not available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such time that a new agreement or tariffed service arrangement with Verizon becomes available, or until the Customer requests, in writing, disconnection of the Service. In no event will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Service, the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail. Renewal of this Modification #7 will be upon mutual written assent signed by both parties.
2. Charges.

Customer will pay the rates and charges set forth in the attached Exhibit B and shall also pay all applicable taxes, fees, charges and surcharges, pursuant to applicable law, regulations, or tariffs, including, without restriction, applicable and effective tariffs (if any) on file with the Federal Communications Commission, in connection with the Hosted IP Telephony Service.


Verizon shall provide Services as further described in Exhibits A and C to Customer at such locations as the parties may mutually agree in writing. Services will be provided to specific customer premises equipment that has been configured in accordance with standards established by Verizon for connecting to the service. All IP phones used with the service shall conform to the Session Initiation Protocol (SIP) that function, as described further in Exhibits A and C only on the local area network ("LAN") at the Customer location agreed upon by the parties in writing and at remote locations that are in the same LATA as where the service is provided and at no other location, including, without restriction, remote access locations from outside of the LATA in which the service is provided that are used by Customer to connect remotely to such LAN. The Services will not function with equipment located off of the LAN or moved from the LAN.

4. Responsibilities of Customer.

a. Customer, and not Verizon, is responsible for the Customer LAN, including, without limitation, installation, provision, maintenance, design, viability and bandwidth sizing, quality of service, and all network layer functionality up to and including the Customer's firewall and the Customer edge router. Customer agrees to configure the Customer LAN in accordance with Verizon’s recommended standards.

b. Customer is responsible for all issues, changes, and management of the VoIP network from the Customer’s demarcation point (normally a firewall) to the Customer's users’ IP phones.

c. In conjunction with IP Centrex service, Customer must also subscribe to PS/ALI service under the associated terms and conditions in Section 2.3.7 of the Agreement. PS/ALI will identify the service location address for each IP Centrex Line. PS/ALI service is included in the cost of the IP Centrex line rate. In addition, Customer is also responsible for updating PS/ALI Service address information in the database coincident with IP Centrex Line service establishment and additionally if an address change is made during IP Centrex station moves, as well as management of the database on an ongoing basis. IF CUSTOMER FAILS TO CARRY OUT THE PS/ALI FUNCTIONS NOTED ABOVE, E911 FEATURES WILL NOT FUNCTION PROPERLY, INCLUDING, WITHOUT LIMITATION, PROVISION OF CORRECT ALI INFORMATION TO PUBLIC SAFETY ANSWERING POINTS. VERIZON SHALL HAVE NO LIABILITY TO THE COMMONWEALTH, ORDERING PARTY, OR OTHER PERSONS DUE TO FAILURES BY THE COMMONWEALTH OR THE ORDERING PARTY TO COMPLY WITH PS/ALI REQUIREMENTS.

5. DISCLAIMER OF WARRANTY. NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE HOSTED IP TELEPHONY SERVICE, INCLUDING, WITHOUT RESTRICTION, WARRANTIES AS TO THE PERFORMANCE, OPERABILITY OR ACCURACY OF ANY EQUIPMENT, SYSTEM, SERVICES, OR FACILITIES, AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.


For purposes of Hosted IP Telephony Services, in addition to the limitation of liability referenced in Paragraph 25 of Attachment 1 of the Agreement and the E911 limitation of liability provisions set forth in Verizon’s tariffs filed with the State Corporation Commission, which tariff provisions are incorporated by reference and made a part of this Agreement, the following provision also applies for E911 calls made while using Hosted IP Telephony services:
Except for errors and omissions caused by gross negligence, or willful misconduct by Verizon and to the extent not caused by acts or omissions attributable to the Commonwealth or any other third person or entity, Verizon's entire liability in tort, contract or otherwise for damages arising out of interruptions, failures, defects in transmission or other occurrences related to 911 calls made while using Hosted IP Telephony services shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such interruptions, failures, defects in transmission or other occurrences continue after notice and demand to Verizon.

On June 3, 2005, the Federal Communications Commission ordered that Interconnected Voice over Internet Protocol ("VOIP") services provide users certain 911 functionality no later than November 28, 2005 ("FCC VOIP E911 Requirements"). In the event that the Services are found by the Federal Communications Commission or other court or governmental body of competent jurisdiction not to meet the FCC VOIP E911 Requirements, Verizon may terminate the Services, without further liability to the Commonwealth or third parties, upon written notice to the Commonwealth.

7. Severability.

If any provision of this Modification #7 is found to be illegal or invalid, then this Agreement shall be construed as if not containing such illegal or invalid provision.

8. Entire Agreement.

The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein in the Agreement, Modification #7, and in all applicable tariffs now or hereafter filed with the Federal Communications Commission. This Modification #7, the Agreement, and all applicable filed and effective tariffs constitute the entire agreement between the parties on the subject of this Modification #7 ("Subject Matter") and supersede all prior or contemporaneous agreements, representations, and understandings between the parties on the Subject Matter. The Modification #7 may be modified or waived except by written agreement signed by the parties. In case of conflict between the Modification #7, the Agreement, and such tariffs, the following order of precedence shall apply with the document following (a) given the highest order of precedence: (a) such tariffs; (b) this Modification #7; and (c) the Agreement.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS MODIFICATION #7.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this Modification #7 as of the date first written above.

VERIZON VIRGINIA INC

BY: ____________________________
NAME: Suleiman Hessami
TITLE: VP Pricing/Contract Management
DATE: 4.29.06

COMMONWEALTH OF VIRGINIA

BY: George S. Goodman Jr.
NAME: George S. Goodman Jr.
TITLE: Senior IT Sourcing Consultant
DATE: April 19, 2006